

Terms & Conditions

YOUR ACCESS TO OR USE OF THE WEBSITE AT <http://ZENITHFIREARMS.com> (THE "WEBSITE") OPERATED BY ZENITH FIREARMS ("ZENITH," "WE," "OUR," OR "US") CONSTITUTES YOUR AGREEMENT TO BE BOUND BY THESE TERMS OF USE ("TERMS"), WHICH CONTAIN AN ARBITRATION AGREEMENT, WAIVER OF CLASS-ACTION RIGHTS, AND LIABILITY LIMITATIONS FOR THE WEBSITE AND ALL OF THE PRODUCTS, SERVICES AND CONTENT OFFERED THROUGH THE WEBSITE. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS, YOU (ALSO REFERRED TO AS A "USER") MUST NOT ACCESS OR USE THE WEBSITE.

ACCESS TO AND USE OF THE WEBSITE

1. **Registration.** If you are a dealer or distributor of firearms or ammunition, you will be required to register and create an account on the Website in order to place an order. An individual customer may, but is not required to, create an account. In all cases, you will be required to provide your name, address and other information when you place an order. Information gathered through the registration or ordering process and information related to your account or an order will be subject to these Terms and our Privacy Policy. You represent and warrant that all information provided by you is true, accurate and complete.
2. **Username and Password.** You agree to maintain in a confidential manner the username and password associated with your account, as you are solely responsible for the use of your account by any third parties. It is your responsibility to advise us if you are aware of any unauthorized access to your account or if your username and password have been made available to third parties in a manner that may result in unauthorized use of your account.
3. **Restricted Access.** When accessing the Website or using your account, you are required to comply with the security procedures currently or hereafter utilized by us to confirm that only authorized users have access to the account, such as any authentication requirements. You are prohibited from utilizing alter-egos or other disguised identities when accessing the account. All forms of indirect and "spoofed" access are strictly prohibited.
4. **Use of the Website.** The Website are not targeted towards children under the age of thirteen (13). By accessing or using the Website, including by registering an account on the Website, you represent and warrant that you are eighteen (18) years of age or older. You may not use the Website or any information gathered therefrom to provide information or data that is useful to an entity that is engaged in business in competition with Zenith.
5. **Restrictions on Use of the Website.** You agree that you will access and use the Website only in a lawful manner and in accordance with these Terms. Additionally, you agree that you will not:
 - a. Gain access, or attempt to gain access, to any portion of the Website, or any systems or networks connected to the Website, by hacking, password-mining or via any other illegitimate or unlawful means;
 - b. Create or maintain any link from another site to any page on the Website without Zenith's prior written permission;
 - c. Run or display the Website (or any material on the Website) in frames or through similar means on another site, application or location, without Zenith's prior written permission;
 - d. Modify the information or materials located on the Website in any way or reproduce or publicly display, perform, or distribute or otherwise use any such materials for any public, non-personal or commercial purpose, except as provided herein;
 - e. Use any deep-link, page-scrape, robot, spider, site search application or other automatic device, program or methodology, or any similar or equivalent manual process, to access, copy, retrieve, monitor, mirror, reproduce or index the Website, or any portion of the Website;
 - f. Collect any data or information regarding users and/or devices, including usernames, personal information, preferences, email addresses or accounts;
 - g. Create or transmit unsolicited electronic communications, such as spam, use any device, software or routine to interfere or attempt to interfere with the proper working of the Website, or otherwise interfere with users' enjoyment of the Website;
 - h. Transmit or upload to the Website any item containing or embodying any virus, worm, defect, trojan horse, software bomb or other harmful or malicious code or feature that does or could interfere with, damage or degrade in any manner the performance or security of the Website or adversely affect a user;
 - i. Take any action that imposes, in our sole discretion, an unreasonable or disproportionately large load on the Website or the IT infrastructure used to operate the Website;
 - j. Submit to the Website any content that is unlawful or facilitates, constitutes, promotes or encourages illegal activity or otherwise use the Website to transfer or store illegal material;
 - k. Scan or test the vulnerability of the Website or any network connected to the Website;
 - l. Access or use the Website or any User Content (as defined below) in any manner which would violate

- any applicable local, state, federal or international law (including any laws regarding the export of firearms, data or software to and from the United States or other countries); or
- m. Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
6. Changes to the Website. From time to time and without prior notice to you, we may change, expand and improve the Website and its available functions and features. We may also, at any time, selectively disable portions or the entirety of the Website or your account without prior notice to you. Any modification or disabling of the Website or account will be done at our sole and absolute discretion and without an ongoing obligation or liability to you, and your use of the Website or account does not entitle you to the continued provision or availability of the Website or account.
7. Termination. Zenith may deny you access to the Website at any time, immediately and without notice, if in Zenith's sole discretion you fail to comply with any of the Terms. Upon termination, you will have no further access to, and we may delete, any information, materials or data submitted to us via the Website or your account, for example, profile information. You agree that we will have no liability whatsoever to you or any other party as a result of a termination of your access to our Website, your account and/or as a result of the deletion of User Content.
8. Content, Pricing and Accuracy. All features, content, availability, specifications, products and prices of products and services described or depicted on the Website are subject to change at any time without notice. The inclusion of any products or services on the Website at a particular time does not imply or warrant that these products or services will be available at any time. Certain weights, measures and similar descriptions are approximate and are provided for convenience purposes only. We attempt to ensure that information on the Website is complete, accurate and up-to-date; despite our efforts, the information on the Website may occasionally be inaccurate, incomplete or out-of-date. We make no representation as to the completeness, accuracy or currency of any information on the Website. For example, products or services included on the Website may be unavailable, may have different attributes than those listed, or may carry a different price than what is stated on the Website. In the event of a pricing error or discrepancy on the Website with respect to products or services, we reserve the right to cancel any orders (or partial orders) for such products or services.
9. Shipping Limitations. When an order is placed, it will be shipped to the address designated by the user, unless otherwise prohibited by law. All risk of loss and title for products purchased from the Website pass to you upon delivery to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.
10. Confirmation, Cancellation and Coupons. While it is our practice to confirm online orders via email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. We reserve the right, without prior notice and at any time: (a) to limit the order quantity on any product or service and/or to refuse service or fulfillment of any order or to any user; (b) to discontinue any product or service; (c) to bar any user from making or completing a transaction; and (d) to limit or impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion, if provided by Zenith. For clarification, orders may be limited or cancelled at any time including after receipt of a confirmation or shipping email. We also may require additional information and/or verification of information prior to the acceptance and/or shipment of any order.
11. Compliance with Law. By placing an order, you represent that the products or services ordered will be used only in a lawful manner and as intended by the products' manufacturers. The Website are not intended to subject Zenith to the laws or jurisdiction of any state, country or territory other than that of the United States, and we do not represent or warrant that the Website or any part thereof are appropriate or available for use in any jurisdiction besides the United States. It is your responsibility to ascertain and obey all applicable local, state, federal and international laws in regard to the possession, use and/or sale of any product or service purchased via the Website.
12. Export Policy. You acknowledge that some goods sold on the Website are subject to the customs and export control laws and regulations of the United States and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. Therefore, you agree to comply with all applicable laws in this regard. You agree, represent and warrant that no products or services purchased via the Website will be distributed in, released in, carried to, transferred to, transshipped through, exported to, or re-exported to any restricted territory (or national resident thereof), or to any person, entity or organization on the U.S. Treasury Department's List of Specially Designated Nationals or the U.S. Department of Commerce's Denied Persons List or Entity List, or otherwise in violation of law.

USER CONTENT

1. User Content. The Website may permit you to provide reviews for products sold by Zenith ("User Content"). Subject to any licenses and rights expressly granted

herein, any User Content posted by you, is owned by you.

2. No Liability to Zenith. User Content is and will be considered non-confidential and non-proprietary. We may, but are not obligated to, monitor or review any User Content. Zenith will have no liability to you or any third party related to the User Content, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. We shall have no obligations to use, return, review, remove, or respond to any User Content (unless required by law). We retain the right to remove any or all User Content for any or for no reason, including User Content that, in our sole discretion, violates these Terms, and we reserve the right to terminate your access accordingly.
3. Cooperation with Law Enforcement. We have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of users and/or devices using or accessing the Website. YOU WAIVE AND HOLD HARMLESS ZENITH AND ITS SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF THEIR INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY ANY SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.
4. Prohibited Content. You are solely responsible for any User Content you post, publish or display on the Website or transmit to others. You will post only User Content that you believe in good faith is true and accurate, and you will not post to the Website any User Content that is false, inaccurate, misleading or fraudulent. You are prohibited from posting or transmitting any content that:
 - a. Is deceptive, misleading, fraudulent, unlawful, threatening, defamatory, libelous, obscene, pornographic or profane;
 - b. Promotes illegal activity, encourages conduct that would be considered a criminal offense or that gives rise to civil liability, or otherwise violates any law;
 - c. Violates the rights of a third party;
 - d. Is offensive to users of the Website, such as content that promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; or
 - e. Harasses or advocates harassment of another person or entity.
5. No Endorsement. We do not investigate, represent or endorse any positions, ideas, ideologies, concepts or opinions contained in any User Content. You may not imply that any User Content is, in any way, sponsored or endorsed by Zenith. You acknowledge and agree that we do not control the User Content posted to the Website, or any links to other sites, including the content of any messages or posts, and that we do not guarantee the accuracy, integrity or quality of User Content. All User Content, including advice and opinions posted by users, comprises the views and responsibilities of those who post such User Content and does not necessarily represent our views. You understand that by using the Website, you may be exposed to User Content that is offensive, indecent or objectionable.
6. License to Zenith. You represent and warrant that no User Content will violate any right of any third party, including copyright, trademark, privacy or other personal or proprietary rights. By uploading User Content to the Website, you hereby grant, and represent and warrant that you have all rights and authority necessary to grant:
 - a. Zenith and its service providers an irrevocable, perpetual, non-exclusive, royalty-free, fully sub-licensable, fully paid-up, worldwide license and right to use, copy, revise, publicly perform, digitally perform, publicly display and distribute such User Content, and to prepare derivative works based on, or incorporate into other works, such User Content with or without attribution; and
 - b. All users of the Website an irrevocable, perpetual, non-exclusive, royalty-free license and right to use such User Content for each such user's personal or internal use, subject to these Terms.
7. Ideas. You understand and acknowledge that we may:
 - (a) be working on the same or similar idea to any ideas, expression of ideas or other materials you submit within your User Content (each, an "Idea");
 - (b) already know of such Idea from other sources; and/or
 - (c) wish to develop such Idea or a similar idea on our own. Ideas shall become the exclusive property of Zenith. By submitting any such Idea to Zenith, you agree that you are transferring and assigning, at no charge, all of your right, title and interest in the Idea, including all patents, copyrights and other intellectual property rights.
8. Third Party Links. From time to time, the Website may contain links to and/or functionality interacting with third party sites that are not owned, operated or controlled by Zenith. All such links and/or functionality are provided solely as a convenience and do not constitute an endorsement by Zenith. If you use these links, you will leave the Website. We are not responsible for any content, materials or other information located on or accessible from any other site. We do not endorse, guarantee, or make any representations or warranties regarding any other site; any content, materials or other information located or accessible from such sites; or any results that you may obtain from using such sites. We also do not guarantee that links and/or functionality provided by third parties will be available or error-free, uninterrupted, free from viruses and/or unauthorized

access, or otherwise meet your requirements. Any information collected by the third party sites is subject to their own privacy policies. IF YOU DECIDE TO ACCESS ANY OTHER SITE LINKED TO OR FROM THE WEBSITE, YOU DO SO ENTIRELY AT YOUR OWN RISK.

Terms by reference and forms a material part of these Terms.

WARRANTY DISCLAIMERS

1. NO WARRANTY. We do not and cannot warrant that the WEBSITE (including ITS element) will be error-free, uninterrupted, free from viruses and/or unauthorized access, or otherwise meet your requirements. YOUR USE OF THE WEBSITE (INCLUDING ANY ELEMENT OF THE WEBSITE) AND OF ANY USER CONTENT, IS AT YOUR OWN RISK. THE INFORMATION, MATERIALS, PRODUCTS AND SERVICES PROVIDED ON OR IN CONNECTION WITH THE WEBSITE ARE PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTIES OF ANY KIND, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY. NEITHER ZENITH, NOR ANY OF ITS AFFILIATES, SERVICE PROVIDERS OR SUPPLIERS, WARRANT THE ACCURACY OR COMPLETENESS OF THE INFORMATION, MATERIALS, PRODUCTS OR SERVICES PROVIDED ON OR THROUGH THE WEBSITE. THE INFORMATION, MATERIALS, PRODUCTS AND SERVICES PROVIDED ON OR THROUGH THE WEBSITE MAY BE OUT-OF-DATE, AND NEITHER ZENITH NOR ANY OF ITS AFFILIATES, SERVICE PROVIDERS OR SUPPLIERS MAKE ANY COMMITMENT OR ASSUME ANY DUTY TO UPDATE SUCH INFORMATION, MATERIALS OR SERVICES. ALL PRODUCTS AND SERVICES PURCHASED ON OR THROUGH THE WEBSITE ARE SUBJECT TO ONLY THE APPLICABLE WARRANTIES OF THEIR RESPECTIVE MANUFACTURERS, DISTRIBUTORS AND SUPPLIERS, IF ANY. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, ZENITH HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS AND SERVICES LISTED OR PURCHASED ON OR THROUGH THE WEBSITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ZENITH HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY FOR PRODUCT OR SERVICE DEFECTS OR FAILURES, CLAIMS THAT ARE DUE TO NORMAL WEAR, PRODUCT MISUSE, ABUSE, PRODUCT MODIFICATION, IMPROPER PRODUCT SELECTION, NON-COMPLIANCE WITH ANY CODES, OR MISAPPROPRIATION (INCLUDING UNAUTHORIZED ACCESS OR MISAPPROPRIATION OF YOUR PERSONAL INFORMATION). WE MAKE NO WARRANTIES TO THOSE DEFINED AS "CONSUMERS" IN THE MAGNUSON-MOSS WARRANTY-FEDERAL TRADE COMMISSION IMPROVEMENTS ACT. THE FOREGOING

INTELLECTUAL PROPERTY

1. Reservation of Rights. Any and all intellectual property and proprietary rights associated with the Website and their content, including, without limitation, the design, text, graphics, product pictures, software, code, videos, information, the look-and-feel of the Website, and other materials displayed on or used in connection with the Website, and the arrangement thereof, design marks and slogans, any trademarks, trade-dress, trade secrets, copyrights and patents ("Intellectual Property"), are the sole property of Zenith. You do not possess, and Zenith does not grant to you, any express or implied rights, including, without limitation, a license, to any Intellectual Property, and all such rights are retained by Zenith. Except as otherwise expressly authorized by Zenith, you may not copy, reproduce, modify, reformat, lease, loan, sell, create derivative works from, upload, transmit, or distribute the Intellectual Property in any way. You agree not to remove, obscure, or alter any such proprietary notices which may be affixed to or contained on all authorized copies of the materials containing Zenith's Intellectual Property therein.
2. No Use of Zenith's Trademarks. Without the prior written consent of Zenith, you are not authorized to (a) use any Zenith's trademarks in any manner; (b) use any meta tags or any other "hidden text" utilizing any Zenith's trademarks; (c) use any of the Website's domain names or any domain name that is confusingly similar to Zenith's domain names; or (d) use Zenith's trademarks as a pseudonymous return e-mail address for any communications that you transmit from another location or through another service.
3. Use of Product Information and Photos. Distributors and dealers may use the product information and photos on the Website for promoting the products sold by Zenith. However, the product information and photos are provided on an "as-is" basis, and distributors and dealers use such information and photos at their own risk.

PRIVACY POLICY

1. Incorporation. Use of our Website, and any personal information or other information about you collected by Zenith through, or in connection with, the Website, is subject to our Privacy Policy, which is accessible on the Website. The Privacy Policy is incorporated into these

EXCLUSIONS OF IMPLIED WARRANTIES DO NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

LIMITATION OF LIABILITY

1. NO DAMAGES. IN NO EVENT SHALL Zenith BE LIABLE TO YOU ON ACCOUNT OF YOUR USE, MISUSE OR RELIANCE ON THE WEBSITE OR THEIR AVAILABLE FEATURES AND TOOLS, FOR ANY DAMAGES WHATSOEVER, INCLUDING SPECIAL, PUNITIVE, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, USE, OR DATA, WHETHER BROUGHT IN WARRANTY, CONTRACT, INTELLECTUAL PROPERTY INFRINGEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY, EVEN IF ZENITH IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, ARISING OUT OF OR CONNECTED WITH (A) THE USE (OR INABILITY TO USE), AVAILABILITY OR PERFORMANCE OF, OR RELIANCE ON, THE WEBSITE OR ITS AVAILABLE FEATURES, TOOLS, CONTENT AND MATERIALS; (B) ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE WEBSITE. IN NO EVENT WILL ZENITH BE LIABLE FOR DAMAGES THAT EXCEED THE FEES PAID BY YOU FOR THE PRODUCTS OR SERVICES THAT YOU ORDERED IN THE SIX (6) month period immediately preceding the occurrence of the event giving rise to the cause of action.

INDEMNIFICATION

1. Indemnity. You agree to indemnify and hold harmless Zenith and its present and future employees, contractors, vendors, subcontractors, service providers, manufacturers, officers, directors, trustees, agents, successors, assigns, associates, affiliates and representatives from any and all losses, liabilities, claims, demands, damages, costs or expenses (including reasonable attorneys' fees), causes of action, suits, proceedings, judgments, awards, executions and liens, whether brought by third parties or otherwise, arising out of, connected with or related to: (a) your breach of any of the Terms; (b) your use of the products' information and photos pursuant to Section 3.3; (c) User Content; (d) your activities in connection with obtaining any products or services from Zenith; (e) your violation of any law, or the rights of a third party, including without limitation, the infringement by you of any intellectual property or other right of any person or entity; or (f) your use of, or conduct on, the Website, or the use of your account by someone other than you.
2. Survival. The foregoing indemnity obligations will survive termination of your access to the Website and your account.
3. Zenith's Participation. Zenith reserves the right, at

its own expense, to participate in the defense of any matter subject to indemnification by you, which will not excuse your indemnity obligations. You agree not to settle any matter subject to the foregoing indemnification obligations without the express consent and approval of Zenith.

MISCELLANEOUS

1. Choice of Law. These Terms will be governed by and construed in accordance with the laws of the State of Virginia, without giving effect to its conflict of laws provisions. You agree to submit to personal jurisdiction in Nelson County, Virginia, and waive any improper venue or forum non conveniens defense.
2. Entire Agreement. The Terms and the Privacy Policy constitute the entire agreement between you and Zenith with respect to the Website, and the Terms and the Privacy Policy supersede and replace all prior or contemporaneous communications, proposals, understandings or agreement, whether electronic, oral or written, between you and Zenith with respect to the Website and/or the subject matter of these Terms.
3. Waiver. Any waiver of any provision of the Terms will be effective only if in writing and signed by you and Zenith. No failure or delay by Zenith in exercising any right, power, or privilege under these Terms will operate as a waiver thereof.
4. Severability. If for any reason a court of competent jurisdiction finds any provision of the Terms to be invalid or unenforceable, that provision will be superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms will continue in effect and remain fully enforceable.
5. Assignment. You may not assign or otherwise transfer your obligations or interests under these Terms, in whole or in part. Any attempt to do so shall be void. Zenith may freely assign these Terms.
6. Equitable Relief. You agree that monetary damages may not provide a sufficient remedy to us for violations of the Terms and you consent to injunctive or other equitable relief for such violations.
7. No Third Party Beneficiary. Nothing in these Terms is intend to confer upon you or any third parties any rights, remedies, or benefits not otherwise expressly conferred.
8. No Agency. Your use of the Website (including any establishment of an account or submission of User Content) does not create any partnership, agency, joint venture, fiduciary or other similar relationship between Zenith and you.
9. Headings. The paragraph headings herein have been inserted solely for convenience of reference and in no way define, limit or describe the scope or substance of

any provision of these Terms.

NOTICE FOR CALIFORNIA USERS

1. Consumer Complaint. This notice is for our California users: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

DISPUTES

1. Applicability. The terms of this Section 10 will apply to all disputes that may arise out of, are connected with or relate to these Terms or the Website, subject only to the following two exceptions: (a) if Zenith reasonably believes that you have in any manner acted or failed to act in any manner that may cause harm to Zenith or any third party, Zenith may seek injunctive or other appropriate relief in any court of competent jurisdiction; (b) any dispute may, at the option of the claiming party, be resolved in small claims court in Nelson County, Virginia, provided that all claims by all parties in the dispute fall within the jurisdiction of the small claims court but subject to Section 10.2 "Informal Resolution." Furthermore, in no event will this Section limit Zenith's ability to investigate complaints or reported violations of these Terms, or to take any action Zenith deems necessary and appropriate to mitigate damages to Zenith, including reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties.
2. Informal Resolution. If you have any dispute with us or any related third party, arising out of, relating to, or connected with these Terms or the Website, you agree to contact us, provide a brief, written description of the dispute and your contact information (including your username, if your dispute relates to an account), and give Zenith 30 days within which to resolve the dispute to your satisfaction. If the parties fail to resolve the dispute through good faith negotiations under this informal process, you may pursue the dispute in accordance with the arbitration agreement below.
3. Arbitration Agreement. Any claims by Zenith, or claims by you that are not resolved by the informal resolution procedure in Section 10.2 above, arising out of, relating to, or connected with these Terms or the Website, must be asserted individually in binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration

Rules and Supplementary Procedures for Consumer-Related Disputes (including utilizing desk, phone or video conference proceedings where appropriate and permitted, to mitigate costs of travel). These Terms and each of their parts evidence a transaction involving interstate commerce, and the Federal Arbitration Act (9 USC §1, et. seq.) will apply in all cases and govern the interpretation and enforcement of the arbitration rules and arbitration proceedings. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. In addition to and notwithstanding the terms stated above, the following will apply to your disputes: (a) the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of these Terms, including any claim that all or any part of these Terms is void or voidable; (b) the arbitrator will not have the power to conduct any form of class or collective arbitration or join or consolidate claims by or for individuals; and (c) you hereby irrevocably waive any right you may have to a court trial (other than small claims court as provided above) or to serve as a representative, as a private attorney general, in any other representative capacity, or to participate as a member of a class of claimants, in any lawsuit, arbitration or other proceeding against us or related third parties arising out of, relating to, or connected with these Terms or the Website.

4. Limitation of Actions. Regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Website, must be filed within one calendar year after such claim or cause of action arises, or forever be barred.

If you have any questions or comments regarding these Terms, please contact: info@zenithfirearms.com.
These Terms were last modified and effective as of May 1st, 2015.