

Sportsmen's Compass Website Terms, Conditions and Notices

Welcome to the Sportsmen's Compass website or mobile properties, including related applications (collectively, this "Website"). This Website is provided solely to assist customers in gathering travel and fishing product information, posting opinions of travel and fishing related issues, engaging in interactive travel and fishing forums, and searching for and booking travel reservations. The terms "we", "us", "our", "SC", and Sportsmen's Compass refer to Sportsmen's Compass, LLC, a Connecticut corporation and/or our subsidiaries, corporate parent(s), and affiliates. The term "you" refers to the customer visiting the Website and/or contributing content on this Website.

This Website is offered to you conditioned upon your acceptance without modification of any/all the terms, conditions, and notices set forth below and incorporated herein by reference, as updated from time to time (collectively, the "Agreement"). By accessing or using this Website in any manner, you agree to be bound by the Agreement and represent that you have read and understood its terms. Please read the Agreement carefully, as it contains information concerning your legal rights and limitations on these rights, as well as a section regarding applicable law and jurisdiction of disputes. If you do not accept all of these terms and conditions, please do not use this Website.

We may change or otherwise modify the Agreement in the future, and you understand and agree that your continued access or use of this Website after such change signifies your acceptance of the updated or modified Agreement. We will note the date that revisions were last made to the Agreement at the bottom of this page, and any revisions will take effect upon posting. We will notify our members of material changes to these terms and conditions by either sending a notice to the email address provided to us at registration or by placing a notice on our Website. Be sure to return to this page periodically to review the most current version of the Agreement.

USE OF THE WEBSITE

As a condition of your use of this Website, you warrant that (i) all information supplied by you on this Website is true, accurate, current and complete, (ii) if you have a SC account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you, (iii) you are 13 years of age or older in order to register for an account and contribute to our Website and (iv) you will not cause or permit any person to register for the Website or submit information who is not permitted to do so. SC does not knowingly collect the information of anyone under the age of 13. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of this Agreement.

PROHIBITED ACTIVITIES

The content and information on this Website (including, but not limited to, messages, data, information, text, music, sound, photos, graphics, video, maps, icons, software, code or other material), as well as the infrastructure used to provide such content and information, is, as between you and us, proprietary to us. You agree not to otherwise modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from or through this Website. Additionally, you agree not to:

- (i) use this Website or its contents for any commercial purpose, other than pursuant to a written business agreement separate from this Agreement and duly executed by an authorized representative of SC,

- (ii) access, monitor or copy any content or information of this Website using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
- (iii) violate the restrictions in any robot exclusion headers on this Website or bypass or circumvent other measures employed to prevent or limit access to this Website;
- (iv) take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure;
- (v) deep-link to any portion of this Website for any purpose without our express written permission; or
- (vi) "frame", "mirror" or otherwise incorporate any part of this Website into any other website without our prior written authorization.
- (vii) attempt to modify, translate, adapt, edit, decompile, disassemble, or reverse engineer any software programs used by SC in connection with the Website or the services.

PRIVACY POLICY AND DISCLOSURES

Please access our Privacy Policy (which may be found on a link on the front page of the Website), which also governs your use of SC, to understand our practices.

As set forth in more detail in the Privacy Policy, SC may collect information from you as necessary facilitate your use of the Website and as otherwise permitted by this Agreement and the Privacy Policy. SC will take commercially reasonable steps to protect such information. You are responsible for your submission of personally identifiable information that is not requested or required by SC. By way of example only, SC will not ask you for your Social Security Number; you should therefore not submit your Social Security Number to SC or post it to public areas of the Website and you are responsible for the consequences of submitting this information.

In certain circumstances we may disclose information about you to third parties if we determine, in our sole discretion, such disclosure is necessary (a) to protect SC's systems, assets, employees, members and customers; (b) to ensure the integrity and operation of SC's business and systems; or (c) to comply with legitimate and enforceable governmental requests, subpoenas or court orders. We may choose to comply with or disregard such requests or orders in our sole discretion. SC's legal ability and/or right to disclose information, including but not limited to user profile information (i.e. name, email address, etc.), IP addressing and traffic information, usage history, and posted Content, shall take precedence over any terms of the Privacy Policy.

REVIEWS, COMMENTS AND USE OF OTHER INTERACTIVE AREAS

Please be aware that by submitting content to this Website by email, postings on this Website or otherwise, including any reviews, questions, photographs or videos, comments, suggestions, ideas or the like contained in any submissions (collectively, "Submissions"), you grant SC and its affiliates a nonexclusive, royalty-free, perpetual, transferable, irrevocable and fully sublicensable right to (a) use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from and publicly display and perform such Submissions throughout the world in any media, now known or hereafter devised, for any purpose; and (b) use the name that you submit in connection with such Submission. You acknowledge that SC may choose to provide attribution of your comments or reviews at our discretion. You further grant SC the right to pursue at law any person or entity that violates your or SC's rights in the Submissions by a breach of this Agreement. You acknowledge and agree that SC has no obligation to keep confidential Submissions and that you have no proprietary rights that prohibit or restrict SC from using the Submissions as it deems appropriate.

This Website may contain discussion forums, bulletin boards, review services or other forums in which you or third parties may post data, content, messages, materials or other items on this Website ("Interactive Areas"). Interactive Areas include, without limitation, places where you may submit reviews or photographs of fishing guides and related services, such as lodging. If SC provides such Interactive Areas, you are solely responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you expressly agree not to post, upload to, transmit, distribute, store, create or otherwise publish through this Website any of the following:

- a. Any message, data, information, text, music, sound, photos, graphics, code or any other material ("Content") that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- b. Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law, including, without limitation, the regulations of the U.S. Securities and Exchange Commission (SEC) or any rules of a securities exchange such as the New York Stock Exchange (NYSE), the American Stock Exchange or the NASDAQ;
- c. Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party;
- d. Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity, including SC;
- e. Unsolicited promotions, political campaigning, advertising, contests, raffles, or solicitations;
- f. Private information of any third party, including, without limitation, surname (family name) addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;
- g. Viruses, corrupted data or other harmful, disruptive or destructive files;
- h. Content that is unrelated to the topic of the Interactive Area(s) in which such Content is posted;
or
- i. Content or links to content that, in the sole judgment of SC, (a) violates the previous subsections herein, (b) is objectionable, (c) which restricts or inhibits any other person from using or enjoying the Interactive Areas or this Website, or (d) which may expose SC or its affiliates or its users to any harm or liability of any type.

SC takes no responsibility and assumes no liability for any Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is SC liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. As a provider of interactive services, SC is not liable for any statements, representations or Content provided by its users in any public forum, personal home page or other Interactive Area. Although SC has no obligation to screen, edit or monitor any of the Content posted to or distributed through any Interactive Area, SC reserves the right, and has absolute discretion, to remove, screen, translate or edit without notice any Content posted or stored on this Website at any time and for any reason, or to have such actions performed by third parties on its behalf, and you are solely responsible for creating backup copies of and replacing any Content you post or store on this Website at your sole cost and expense.

If it is determined that you retain moral rights (including rights of attribution or integrity) in the Content, you hereby declare that (a) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of or upgrades or updates thereto; (b) you have no objection to the publication, use, modification, deletion and exploitation of the Content by SC or its licensees, successors and assigns; (c) you forever waive and agree not to claim or assert any entitlement

to any and all moral rights of an author in any of the Content; and (d) you forever release SC, and its licensees, successors and assigns, from any claims that you could otherwise assert against SC by virtue of any such moral rights.

Any use of the Interactive Areas or other portions of this Website in violation of the foregoing violates the terms of this Agreement and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or this Website.

BOOKING WITH THIRD-PARTY SUPPLIERS THROUGH SC

Use of Booking Services. SC may offer you the ability to search for, select, and book travel reservations with third-party suppliers without leaving the SC site experience (“Booking Services”). By booking travel reservations facilitated by Booking Services, you will become a SC member if you are not one already. As a SC member, you will be able to post travel reviews, participate in discussion forums, email SC content to yourself and to others, access and receive members-only newsletters and travel planning content, and enter surveys, contests, or sweepstakes.

By using Booking Services, you acknowledge that you accept the practices described in our Privacy Policy and all of these terms and conditions. In addition, you warrant that you are 18 years of age or older, that you possess the legal authority to enter into this Agreement and use Booking Services and this site in accordance with these terms and conditions, and that all information you supply is true and accurate. You further agree that you will use Booking Services only to make legitimate reservations for you or others for whom you are legally authorized to act. Any false or fraudulent reservation is prohibited, and any user who attempts such a reservation may have his or her SC membership terminated. If you have a SC account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you.

AS A USER OF THIS WEBSITE, INCLUDING BOOKING SERVICES, YOU UNDERSTAND AND AGREE THAT: (1) NEITHER SC NOR ITS AFFILIATES WILL HAVE ANY LIABILITY TO YOU OR OTHERS FOR ANY UNAUTHORIZED TRANSACTIONS MADE USING YOUR PASSWORD OR ACCOUNT; AND (2) THE UNAUTHORIZED USE OF YOUR PASSWORD OR ACCOUNT COULD CAUSE YOU TO INCUR LIABILITY TO BOTH SC AND OTHER USERS.

When you book a reservation facilitated by Booking Services, we will collect your payment information and transmit it to the supplier to complete the transaction, as described in our Privacy Policy. Please note that the supplier, not SC, processes your payment and fulfills your reservation.

SC and its affiliates will not interfere with reservations arbitrarily, but we reserve the right to cancel or not process a reservation because of certain extenuating circumstances, such as when a reservation is no longer available or when we have reasonable cause to suspect that a reservation request may be fraudulent. SC also reserves the right to take steps to verify your identity to process your reservation.

In the unlikely event that a reservation is available when you place an order but becomes unavailable prior to check-in, your sole remedy will be to contact the supplier to make alternative arrangements or to cancel your reservation.

Third-Party Suppliers. SC is not a travel agency and does not provide or own transportation services or accommodations. Although SC displays information about properties owned by third-party suppliers and facilitates reservations with certain suppliers on Booking Services and affiliate sites, such actions do not in any way imply, suggest, or constitute SC’s sponsorship or approval of third-party suppliers, or any affiliation between SC and third-party suppliers. Although SC members may rate and review particular properties based on their own experiences, SC does not endorse or recommend the products or services

of any third-party suppliers. You agree that SC is not responsible for the accuracy or completeness of information it obtains from third-party suppliers and displays on its sites or apps.

If you book a reservation with a third-party supplier, you agree to review and be bound by the supplier's terms and conditions of purchase and site use, privacy policy, and any other rules or policies related to the supplier's site or property. Your interactions with third-party suppliers are at your own risk. SC will have no liability with respect to the acts, omissions, errors, representations, warranties, breaches or negligence of any third-party suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting from your interactions with third-party suppliers.

This Website may link you to supplier sites or other websites that SC does not operate or control. For further information, please refer to the "Links to Third-Party Sites" section below.

TRAVEL DESTINATIONS

International Travel. SC has no responsibility for determining or assisting with your eligibility for international travel. When you book international travel reservations with third-party suppliers or plan international trips using this Website, you are responsible for ensuring that you meet all foreign entry requirements and that your travel documents, including passports and visas, are in order.

For passport and visa requirements, please consult the relevant embassy or consulate for information. Because requirements may change at any time, be sure to check for up-to-date information before booking and departure. SC accepts no liability for travelers who are refused entry onto a flight or into any country because of the traveler's failure to carry the travel documents required by any airline, authority, or country, including countries the traveler may just be passing through *en route* to his or her destination.

It is also your responsibility to consult your physician for current recommendations on inoculations before you travel internationally, and to ensure that you meet all health entry requirements and follow all medical guidance related to your trip.

Although most travel, including travel to international destinations, is completed without incident, travel to certain destinations may involve greater risk than others. SC urges passengers to investigate and review travel prohibitions, warnings, announcements and advisories issued by the United States Government and destination country governments prior to booking travel to international destinations. Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found

at www.state.gov, www.tsa.gov, www.dot.gov, www.faa.gov, www.cdc.gov, www.treas.gov/ofac and www.customs.gov.

BY LISTING INFORMATION RELEVANT TO TRAVEL TO PARTICULAR INTERNATIONAL DESTINATIONS, SC DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND IS NOT LIABLE FOR DAMAGES OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS.

Cancelled or Postponed Travel. SC is not a provider of transportation services, lodging, resort services, or other travel-related services. SC has no responsibility or liability for travel or travel-related services being cancelled, substituted, or postponed by the providers of such services.

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If the SC Media Group Companies are found liable for any loss or damage that arises out of or is in any way connected with your use of our sites or services, then the SC Media Group Companies' liabilities (including the liabilities of their officers, directors, employees, agents and/or affiliates) will in no event exceed, in the aggregate, the greater of (a) the transaction fees paid to SC for the transaction(s) on this Website giving rise to the claim, or (b) One-Hundred Dollars (US \$100.00), less all fees, penalties and/or damages previously paid in relation to the same claim.

The limitation of liability reflects the allocation of risk between the parties. The limitations specified in this section will survive and apply even if any limited remedy specified in these terms is found to have failed of its essential purpose. The limitations of liability provided in these terms inure to the benefit of the SC Media Group Companies.

INDEMNIFICATION

You agree to defend and indemnify SC and its affiliates and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by third parties as a result of:

- (i) your breach of this Agreement or the documents referenced herein;
- (ii) your violation of any law or the rights of a third party; or
- (iii) your use of this Website.

LINKS TO THIRD-PARTY SITES

This Website may contain hyperlinks to websites operated by parties other than SC. Such hyperlinks are provided for your convenience only. We do not control such websites and are not responsible for their contents or the privacy or other practices of such websites. Further, it is up to you to take precautions to ensure that whatever links you select or software you download (whether from this Website or other websites) is free of such items as viruses, worms, Trojan horses, defects and other items of a destructive nature. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators. In some cases you may be asked by a third party site to link your profile on SC to a profile on another third party site. Choosing to do so is purely optional, and the decision to allow this information to be linked can be disabled (with the third party site) at any time.

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CURRENCY CONVERTER

Currency rates are based on various publicly available sources and should be used as guidelines only. Rates are not verified as accurate, and actual rates may vary. Currency quotes may not be updated on a

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Portions of SC mobile software may use copyrighted material, the use of which SC acknowledges. In addition, there are specific terms that apply to use of certain SC mobile applications. Your use of the mobile software constitutes your consent to the terms of those licenses.

GENERAL PROVISIONS

You agree that no joint venture, agency, partnership, or employment relationship exists between you and the SC Media Group Companies and/or affiliates as a result of this Agreement or use of this Website.

Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirements relating to your use of this Website or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of this Website within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived.

If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remaining provisions in the Agreement shall continue in effect.

This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and SC with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and SC with respect to this Website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

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SERVICE HELP

For answers to your questions or ways to contact us, please refer to the Contact page on the Website.

Effective Date: July 8, 2015