The following terms and conditions are being entered into between the user ("User") of the GunBroker.com self-service advertising Ad Platform (the "Ad Platform") and GunBroker.com, LLC, on behalf of itself and its Affiliates ("GB").

BY CLICKING THE "I ACCEPT" BUTTON IN THE ORDERING PROCESS, USER AGREES TO THE TERMS SET FORTH HEREIN (THIS "AGREEMENT"), AS WELL AS THOSE OF ANY APPLICABLE ORDER. IF USER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, USER REPRESENTS THAT USER HAS THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM "USER" SHALL REFER TO SUCH ENTITY.

1 DEFINITIONS

1.1 The following terms shall have the meaning ascribed to them below:

"Ad" means the advertisement created through use of the Service that is published on the Presenting Site.

"Ad Campaign" means an advertising campaign created using the Service, containing optimized goals, targeting settings and advertising strategies.

"Ad Platform" is defined in the introduction to this Agreement.

"Affiliate" means, with respect to an entity, another entity or individual that now or later owns, is owned by or is under common ownership or control with, directly or indirectly, the first entity. For the purposes of the foregoing, "own", "owned", or "ownership" means ownership, either directly or indirectly, of fifty percent (50%) or more of the shares or other equity interests entitled to vote for the election or directors or an equivalent body, or the ability to direct the same by contract or agency or similar arrangement.

"Applicable Law" means the applicable laws, rules and regulations of any jurisdiction.

"Impression(s)" means an impression is when an Ad is fetched from a Presenting Site, and is countable. Whether the Ad is clicked upon is not taken into account. Each time an Ad is fetched, it is counted as one Impression.

"Content" means all texts, graphics, videos, pictures and all other information agreed between the parties in the Order to form the basis of the Ads. Content includes all Intellectual Property

contained within such items, including without limitation all trademarks, service marks and copyrights, whether owned by User or by a third party.

“Features” means features within the Service, such as launching a new Ad Campaign and creating Ads, by using the functions provided within the Ad Platform (including via a third party application provided within the Service).

“GB” is defined in the introduction to this Agreement.

“GB Parties” shall mean GB, the owners of the Presenting Sites, the Third Party Services and the Ad Platform Licensor, as well as their respective Affiliates, officers, directors, employees, agents and representatives.

“GB User Agreement” means the clickwrap user agreement between User and GB for use of the www.gunbroker.com website (as may be amended from time to time).

“Intellectual Property” means any and all rights of a party in and to such party’s patents, copyrights, trademarks, trade secrets, trade dress, mask works, publicity rights and other such rights, existing, from time to time, in any applicable jurisdiction under patent law, copyright law, moral rights law, trade secret law, semiconductor chip protection law, trademark law, service mark law, unfair competition law, or other similar Applicable Law.

“Losses” means liability, losses, damages, costs or expenses (including reasonable attorneys’ fees) incurred by a party.

“Order” means the order forms or written messages exchanged between the User and GB, setting forth the details of the Ad Campaign, including number of Impressions and length of Ad Campaign.

“Ad Platform Licensor” means DanAds International AB, a company formed under the laws of Sweden, from whom GB licenses the Ad Platform.

“Presenting Sites” means the websites on which the Ads appear, which will include the Site.

“Refund(s)” means amounts to be paid to the User in the event the Ad Campaign does not deliver the contracted-for number of Impressions.

“Service” means the service provided to the User through use of the Ad Platform.

“Site” means the site from which the Service is provided, including www.gunbroker.com.

“Third Party Services” means the following services: (a) Google DFP

“User” is defined in the introduction to this Agreement.

2 THE SERVICE

2.1 This Agreement, along with the terms of the GB User Agreement, govern the use of the Service by User. The GB User Agreement is incorporated by reference into this Agreement. In the case of any conflict between the terms of this Agreement and the terms of the GB User Agreement, the terms of the GB User Agreement shall prevail, unless otherwise agreed in this Agreement.

2.2 The Ad Platform is an online self-service real time advertising application Ad Platform which allows the User to create Ads based on the User's Content and to buy ad space on commercial websites through an automated process. The Ads and Content are published on the Site and other Presenting Sites through use of the Service. Use of the Service enables audience targeting, and interactive performance reporting with respect to Ad Campaigns on the terms in this Agreement.

2.3 In the process of launching an Ad Campaign, GB and User will agree on the target number of Impressions for the Ad Campaign in the applicable Order. Subject to Section 5.3 below regarding Refunds, the User acknowledges and agrees that the such target number of Impressions is an estimate and that GB takes no responsibility that the target number will be achieved.

2.4 The User shall use the Ad Platform and Service in accordance with: (i) this Agreement, the terms of any Order, written instructions from GB; (ii) the GB User Agreement, including the Site Rules; and (iii) all Applicable Laws.

2.5 Subject to Section 5.3 below regarding Refunds, GB reserves the right to modify, suspend, and/or discontinue the availability of the Ad Platform and/or Service in whole or in part, at any time, with or without notice to User. All new functionality, Features or services introduced to the Service will be subject to this Agreement. GB will make reasonable efforts to keep the Service operational and fully functional during updates.

3 USER ACCOUNTS

3.1 The User is solely responsible for and liable for all access to and all actions and activities conducted under the User's account in using the Ad Platform and Service. The User shall immediately inform GB of any unauthorized use of its User account of which User becomes aware.

3.2 GB reserves the right to suspend any User or terminate any User account if activities occur under such account which constitutes or may constitute a violation of this Agreement, the written instructions of GB, or of any Applicable Laws.

4 USE OF DATA; MARKETING MESSAGES

4.1 The User acknowledges and agrees that the GunBroker.com Privacy Policy (the "Privacy Policy") shall apply with respect to the use of User's personally identifiable information. The Privacy Policy is incorporated by reference into this Agreement. User agrees that if user is located outside the United States, his or her personally identifiable information may be used in a manner that does not comply with the Applicable Laws of User's jurisdiction. User further

consents to the transmission of User's personally identifiable information and Content to the United States. If User does not agree to the terms of this Section 4.1, User shall cease all use of the Ad Platform and Service.

4.2 User is presented with an option to opt-in to marketing emails from GB regarding the Service and Ad Platform at the time of registration for the Service. All such emails will be handled by GB in accordance with Applicable Laws of the US. Should User no longer wish to receive such emails, User may opt out of further emails as set forth in the email and/or the Privacy Policy.

5 PAYMENT & FEES

5.1 User will pay GB the applicable fees ("Fees") based on the Impressions for each Ad Campaign that User purchases in its Order for the Service. The Fees applicable to the Service shall be as set forth in written documentation provided to User by GB or available on the Site (which may be updated from time to time in writing, including by posting new fee tables on the Site).

5.2 User agrees to make payment of the Fees using a credit card or another payment gateway integrated into the Ad Platform. GB does not store credit card details or bank account information. All such information is transmitted via an encrypted gateway to the relevant Third Party Service providing the payment solution.

5.3 User shall make payment of the Fees for the entire Ad Campaign at the time of the Order. GB shall issue a Refund, calculated based on the number of Impressions not delivered during the Ad Campaign as compared to the Impressions set forth in the Order, in case of the following events: (i) at the end of the Ad Campaign, as agreed in the Order, where the number of Impressions delivered is less than the number of Impressions ordered; and (ii) where an Ad Campaign is cancelled by GB or the Presenting Site, due to unavailability or discontinuation of the Service or other circumstances other than for User's violation of this Agreement). All Refunds will be issued to the User within thirty (30) days of the occurrence of the events in the preceding sentence. GB shall have no obligation to issue Refunds where an Ad Campaign was terminated or cancelled due to User's violation of this Agreement.

5.4 The Impressions per Ad Campaign will be counted with the counting tools provided by GB's Third Party Service (Google DFP). GB takes no responsibility for any difference in the result between the count that is presented in the Service and any result from any third party tool used by User for counting Impressions.

5.5 Other than GB's obligation to issue a Refund in accordance with Section 5.3 above, the User agrees that GB, the Presenting Sites and the Third Party Services shall not be responsible for any claims, damages, liabilities, costs and fees (including reasonable legal fees) relating to lack of delivery or delay in delivering the Impressions in accordance with the terms of the applicable Order. For the sake of clarity this includes any claims related to loss of business opportunities for the User.

6 PROHIBITED USE OF THE SERVICE

6.1 The User shall use the Service for lawful purposes only. The User agrees not to use the Service for posting, transmitting or otherwise distributing illegal or other inappropriate material, or take any other action that violates the GB User Agreement.

6.2 The User shall use reasonable measures to prevent the introduction of viruses and similar destructive code or items to the Ad Platform.

7 CONTENT AND INTELLECTUAL PROPERTY

7.1 The Service includes functions for uploading, posting, linking and communicating and otherwise making Content available for others. The User warrants that it is either the owner of the Content or that it holds a valid permission to such Content from the applicable right holder or licensor, meaning that the use of the Content by GB and the Presenting Sites as contemplated in this Agreement does not infringe a third party's Intellectual Property, privacy, publicity or other rights legally enforceable under Applicable Law.

7.2 User grants GB a limited, worldwide, non-exclusive, royalty-free license, during the Term of this Agreement, to: (i) create derivative works from the Content in order to create the Ads; and (ii) distribute and display the Content and Ads, or any part of it, on the Presenting Sites.

7.3 The Service, the Ad Platform and its original content, Features, functionality and design elements ("Ad Platform IP") are and will remain the exclusive property of GB or the Ad Platform Licensor. The User's use of the Ad Platform and the Service is limited to the rights granted to the User under this Agreement. The Ad Platform IP may not be used in connection with any third party product or service without GB's prior written consent.

7.4 The Ad Platform and the Service or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited or otherwise exploited for any purpose inconsistent with the limited rights granted to the User under this Agreement.

8 WARRANTIES

8.1 GB represents and warrants that the Service will be performed in a professional and high quality manner in accordance with applicable industry and professional standards for the types of services provided thereunder. In addition to the Refunds described in Section 5.3 above, termination of this Agreement shall be User's sole remedy for the violation of the foregoing warranty.

8.2 No information obtained from GB, the Ad Platform or the Service shall create any warranty if not expressly stated as such in this Agreement. GB has not duty to examine, and does not take any responsibility with regard to the conformity with this Agreement of User's Content or other information provided by the User. Other than as expressly set forth in this Section 8, THE AD PLATFORM, SERVICES AND ADS are provided "AS IS" and "AS AVAILABLE" without warranty of any kind either express or implied, including, but not limited to; (i) the implied warranties of merchantability and fitness for a particular purpose; (ii) any implied warranty arising from course of performance, course of dealing, or usage of trade; and (iii) any obligation,

liability, right, claim, or remedy, whether in tort, contract, or otherwise. GB does not warrant that the functions contained in the platfor will meet user's requirements, that the operation of the Ad Platform or service will be uninterrupted or error-free, or that defects in the Ad Platform or service will be corrected.

9 INDEMNIFICATION

9.1 In addition to the indemnification provided under the GB User Agreement, the User agree to indemnify, hold harmless and defend the GB Parties harmless with respect to all third party Losses arising out of or related to: (i) the User's negligence or more culpable acts, (ii) the User's breach of this Agreement, or (iii) the User's misuse of the Service or Ad Platform. As used in this Section, "third party" includes the Third Party Services, Presenting Sites, Ad Platform Licensor and other users of the Ad Platform, as well as any governmental authorities.

10 LIMITATION OF LIABILITY

10.1 To the maximum extent permitted by Applicable Law:

(i) in no event shall any either party (including in the case of GB, any GB Party) be liable for any, indirect, incidental, punitive, special, consequential or exemplary damages, however caused and under any theory of liability arising out of or in connection with this Agreement, the Ad Platform or the Service. This shall include, but not be limited to, any loss of profit, goodwill or business reputation, any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss; and

(ii) The maximum liability of GB for any Losses in connection with this Agreement, the Ad Platform or the Service shall be the amount of Fees paid to GB by User in the twelve months prior to a claim by User under this Agreement.

10.2 The foregoing limitations on liability shall not apply in the case of a party's gross negligence, willful misconduct or in any other circumstance where liability may not be limited under Applicable Law.

11 TERM AND TERMINATION

11.1 This Agreement shall become effective upon its acceptance by User and remain in effect until terminated in accordance with its terms.

11.2 GB shall have the right to terminate this Agreement for convenience by written or electronic notice to the User.

11.3 Either party may terminate this Agreement or any Order for cause if the other party is in material breach of its responsibilities under this Agreement and has failed to cure an alleged material breach within thirty (30) days after receipt of written notice thereof, or, in the case of a termination by GB, with immediate effect if User's breach is incapable of being cured, as

determined by GB in its discretion. Except as expressly set forth herein, termination shall be without prejudice to any rights or remedies the terminating party has under applicable Law.

11.2 GB, Site or Presenting Site reserves the right to directly limit the use of or access to the Service by User and to block, restrict or delete any Content at any time, for any reason and without liability, if such use, access or Content constitutes or may (i) constitute a violation of this Agreement, or (ii) present a risk of harm to the GB Parties, the Site or Presenting Site, or their respective goodwill or reputation.

12 AMENDMENT; ASSIGNMENT

12.1 GB may, at any time and for any reason, amend this Agreement by publishing the amended agreement on the Site; provided that GB shall provide notice of such amendment as required by Applicable Law. Except as set forth in any such notice, the amended terms shall automatically be effective upon publishing to the Site.

12.2 Neither this Agreement nor any obligation or right hereunder may be assigned or transferred by the User without the prior written consent of GB, and any assignment without such consent shall be deemed void ab initio. GB shall be permitted to assign or transfer this Agreement without restriction. This Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

14 GOVERNING LAW AND DISPUTE RESOLUTION

14.1 The terms of the GB User Agreement with respect to governing law and dispute resolution shall apply to this Agreement.

15 GENERAL

15.1 GB may give notice by means of email to User's e-mail address on record in User's GB account, or by written communication sent by first class mail or pre-paid post to User's address on record in User's GB account. User may give notice to GB at any time by nationally recognized overnight delivery service or first class postage prepaid mail to GB at P.O. Box 2511, Kennesaw, Georgia, 30156 (or such other address as may be set forth in an amended version of this Agreement on the Site). Any such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

15.2 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

15.3 No joint venture, partnership, employment, or agency relationship exists between User and GB as a result of this Agreement or use of the Services.

15.4 The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the parties in writing.

15.5 This Agreement, together with any applicable Order and any other document referenced herein, comprises the entire agreement between User and GB and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

15.6 The GB Parties shall be third party beneficiaries of the obligations contained in this Agreement, but otherwise there shall be no other third party beneficiaries.