

# **Terms and Conditions**

# Agreement between User and www.preppersuperstore.com and www.preppersupersite.com

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Prepper Superstore and Prepper Supersite is a small-business online retailer selling goods and services including but not limited to tools/equipment used by military personnel/end users which are made available to the general public. All sales are final.

#### **Privacy**

Your use of www.preppersuperstore.com and www.preppersupersite.com is subject to Prepper Superstore and Prepper Supersite's Privacy Policy. Please review our Privacy Policy, which also governs the Site and informs users of our data collection practices.

#### **Electronic Communications**

Visiting www.preppersuperstore.com and www.preppersupersite.com or sending emails to Prepper Superstore and Prepper Supersite constitutes electronic communications. You consent to receive electronic communications and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically, via email and on the Site, satisfy any legal requirement that such communications be in writing.

# **Children Under Thirteen**

Prepper Superstore and Prepper Supersite does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use www.preppersuperstore.com and www.preppersupersite.com only with permission of a parent or guardian.

# **Cancellation/Refund Policy**

You may cancel your order at any time during the "Order processing" stage. After this, all sales are final.



# **Links to Third Party Sites/Third Party Services**

www.preppersuperstore.com and www.preppersupersite.com may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of Prepper Superstore and Prepper Supersite is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. Prepper Superstore and Prepper Supersite is providing these links to you only as a convenience, and the inclusion of any link does not imply endorsement by Prepper Superstore and Prepper Supersite of the site or any association with its operators.

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#### Indemnification

You agree to indemnify, defend and hold harmless Prepper Superstore and Prepper Supersite, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Site or services, any user postings made by you, your violation of any terms of this Agreement or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. Prepper Superstore and Prepper Supersite reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Prepper Superstore and Prepper Supersite in asserting any available defenses.

#### **Class Action Waiver**

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and Prepper Superstore and Prepper Supersite agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

# **Liability Disclaimer**

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#### **Termination/Access Restriction**

Prepper Superstore and Prepper Supersite reserves the right, in its sole discretion, to terminate your access to the Site and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the Commonwealth of Virginia and you hereby consent to the exclusive jurisdiction and venue of courts in Virginia in all disputes arising out of or relating to the use of the Site. Use of the Site is



unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Prepper Superstore and Prepper Supersite as a result of this agreement or use of the Site. Prepper Superstore and Prepper Supersite's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of Prepper Superstore and Prepper Supersite's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Site or information provided to or gathered by Prepper Superstore and Prepper Supersite with respect to such use. 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 remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and Prepper Superstore and Prepper Supersite with respect to the Site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and Prepper Superstore and Prepper Supersite with respect to the Site. 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. It is the express wish to the parties that this agreement and all related documents be written in English.

# **Changes to Terms**

Prepper Superstore and Prepper Supersite reserves the right, in its sole discretion, to change the Terms under which www.preppersuperstore.com and www.preppersupersite.com is offered. The most current version of the Terms will supersede all previous versions. Prepper Superstore and Prepper Supersite encourages you to periodically review the Terms to stay informed of our updates.

#### **Contact Us**

Prepper Superstore and Prepper Supersite welcomes your questions or comments regarding the Terms:

Prepper Superstore and Prepper Supersite 1801 Robert Fulton DR. STE 400 Reston, Virginia 20191



# **Email Address:**

info@www.preppersuperstore.com and www.preppersupersite.com

# Telephone number:

703-547-6270

Effective as of August 25, 2022