

eOutdoors, Inc. (“we,” or “us”) provides this website, its constituent webpages, and related websites (together, the “Sites”), and sells products to consumers, all subject to your agreement to these Terms & Conditions, which are final. By using the Sites, purchasing products from us, and/or registering with us, you agree to be bound fully by the provisions below, without change, as are published at such time. Please see Section 9, below, for the effective date of these Terms & Conditions.

THESE TERMS & CONDITIONS ARE AN ENFORCEABLE CONTRACT BETWEEN US WHICH AFFECTS OUR RESPECTIVE LEGAL RIGHTS AND INCLUDES A MANDATORY INDIVIDUAL ARBITRATION REQUIREMENT IN SECTION 4, WHICH IS SET FORTH BELOW.

We recommend you print out a copy of these Terms & Conditions for your records, and can download them [here](#). Upon request by you or us, we each agree to sign and provide to each other a signed copy of these Terms & Conditions.

1. Privacy & Security

Please read our Privacy Policy which is incorporated into these Terms & Conditions and governs your use of the Sites. By visiting our Sites or purchasing products from us, you agree with and consent to our Privacy Policy, including the information collection, analysis, and usage practices it describes. To the extent there is a conflict between the Privacy Policy and these Terms & Conditions, these Terms & Conditions will control to the fullest extent permitted by law.

2. Product Descriptions

We work hard to be as accurate as possible. Errors will be corrected when discovered and we reserve the right to revoke any stated offer and to correct any error, inaccuracy, or omission (including after an order has been submitted by you or an order confirmation has been sent by us). If a product offered by us is not as described, your sole remedy is to return it to us in unused condition. We also reserve the right to limit the order quantity on any item.

3. Notice to California Residents – Proposition 65

California Proposition 65 requires that special warnings be provided when products contain chemicals known by the State of California to cause cancer, birth defects, or other reproductive harm if the use of those products may cause exposure to those chemicals above specific limits. These warnings relate to some but not all tools, and electrical cords. Please call us prior to ordering if you have any questions regarding the safety of these products.

Pursuant to California Civil Code Section 1789.3, eOutdoors, Inc. provides California residents with the following notice: You may report complaints to the Consumer Information Division of the California Department of Consumer Affairs in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at 800-952-5210.

4. Legal Disputes – The Requirement to Arbitrate

We hold in highest regard our relationship with our customers. We work hard to make things right with each and every customer. On occasion, a third party may be necessary to help us resolve our disputes,

and this agreement limits us to arbitration (or small claims court, if a claim qualifies) in all such instances.

YOU AND eOutdoors, Inc. AGREE THAT ALL DISPUTES BETWEEN US THAT WE CANNOT RESOLVE INFORMALLY SHALL BE RESOLVED ON AN INDIVIDUAL BASIS ONLY BY BINDING ARBITRATION OR IN SMALL CLAIMS COURT.

YOU AND eOutdoors, Inc. FURTHER AGREE TO WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY, TO THE LITIGATION OF DISPUTES IN STATE OR FEDERAL COURTS OF GENERAL JURISDICTION, AND TO PARTICIPATE IN ANY WAY IN A CLASS ACTION/CLASS ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHERWISE TO MAKE OR PROCEED WITH ANY CLAIM ON A COLLECTIVE OR CONSOLIDATED BASIS.

This arbitration agreement applies to all agents, attorneys, contractors, subcontractors, service providers, employees, and all others acting for, on behalf of, or under the direction of us, including all affiliated companies (including, but not limited to, parents, subsidiaries, and sibling corporations). This agreement is binding on you and us, as well as our respective heirs, successors, and assigns.

You and eOutdoors, Inc. agree that any claim between us involves commerce under, and is governed exclusively by, the Federal Arbitration Act (“FAA”) and federal law, and not by any state or local laws, or the laws of other countries, concerning or purporting to place limits on the availability or scope of arbitration or in any way imposing requirements beyond or inconsistent with those set forth in the FAA. This agreement, however, does not prevent you from bringing any issues to the attention of federal, state, or local agencies.

Arbitration Scope, Rules, and Requirements

There is no judge or jury in arbitration, and discovery and court review of an arbitration award are limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms & Conditions as a court would.

The arbitration or small claims court action shall occur in the United States in the county or parish in which you reside or at such other location in the United States which may be agreed upon by you and eOutdoors, Inc. You may also choose to have any arbitration, whether commenced by you or eOutdoors, Inc., conducted by telephone or based on written submissions only.

The arbitrator has the authority to and shall resolve all claims and issues arising between us, including, but not limited to, international, federal, state, and local statutory, regulatory, constitutional, and common law claims.

This arbitration requirement covers, but is not limited to, any and all claims arising from or related in any way to your use of the Sites, your registration with the Sites, your purchase of or attempt to purchase products from eOutdoors, Inc., and your communications with eOutdoors, Inc.

The arbitrator also has the sole authority to and shall address all claims or arguments concerning the formation, legality, and enforceability of this arbitration clause, the scope of this clause, and the arbitrability of any claim or issue arising between us.

Any arbitration will be held before a single neutral arbitrator and will be governed by the Consumer Arbitration Rules and the Consumer Due Process Protocol (collectively, "AAA Rules") of the American Arbitration Association ("AAA") as currently in effect, and as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at <https://www.adr.org/consumer>, by calling the AAA at [1-800-778-7879](tel:1-800-778-7879), or by writing to the Notice Address. To the extent that there is a conflict between this clause and the AAA Rules, the arbitrator shall resolve such conflicts so as to preserve the parties' mutual obligation to arbitrate claims on an individual basis.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to the AAA and to: Office of the CEO, eOutdoors, Inc., 6825 Tilton Rd Bldg C, Egg Harbor Twp, NJ 08234-4426. The AAA's address is: American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043. You may also send a copy to the AAA online at <https://www.adr.org>.

If you initiate an arbitration, we will reimburse you for any standard filing fee which may be required under the AAA Rules for claims under \$10,000. For claims over \$10,000, payment of such fees will be by a separate agreement between you and eOutdoors, Inc. If we cannot agree on such payment, the arbitrator will decide how such fees should be paid and by whom. Each party shall be responsible for their own attorneys' fees except as provided by applicable law or the AAA Rules.

We are committed to providing for dispute resolution at a reasonable cost to consumers consistent with the AAA Rules, and any matters related to such cost, if not agreed to by you and eOutdoors, Inc., will be decided by the arbitrator.

5. Intellectual Property Rights

The Sites contain trademarks, copy, and designs, including TackleDirect, that are either owned by or licensed to us and may not be used by you without the prior written authorization of the eOutdoors, Inc. in connection with the sale of products and services, or used in any manner that is likely to cause confusion among our customers or wrongfully disparages or discredits eOutdoors, Inc.

6. Social Media

If you refer to or tag us in social media posts, or share social media posts on the Sites, you agree to provide us with royalty-free right and license to use such posts (and any images or other content in those posts) on the Sites and in any and all marketing materials at any time.

7. Right To Consult An Attorney

You understand that you have the absolute right to consult an attorney concerning an aspect of the Terms and Conditions and the Privacy Policy before accepting them, and that, by acknowledging your acceptance of these Terms & Conditions as provided for by the Sites, you represent that you understand their requirements and agree to be bound by them.

8. Purchases for Resale

Orders placed that we deem to be purchases for resale are final and are not eligible to be returned.

9. Contact Information

You can contact us via e-mail at sales@tackledirect.com by phone at (888) 354-7335, or by mail at eOutdoors, Inc., 6825 Tilton Rd Bldg C, Egg Harbor Twp, NJ 08234-4426. Please include information in your correspondence that will help us assist you with your inquiry or request, together with your name, email address, and mailing address.

10. Effective Date & Supplemental Terms

This agreement was last updated on January 1, 2022 and applies to all uses, purchases, or registrations occurring after that date. Updates to these Terms & Conditions shall not apply retroactively. If any part of these Terms & Conditions is found to be unenforceable for any reason, it shall be removed and the remaining Terms & Conditions shall be fully enforceable.