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VTG WEBSITE TERMS OF USE

Effective as of July 28, 2020

I. INTRODUCTION

VTG maintains the website at <https://VTGdefense.com/> (the “VTG Website” or “Website”). By accessing or using the VTG Website, you agree to be bound by the following terms and conditions (these “Terms of Use”), including the disclaimers and limitations of liability contained herein. These Terms of Use are a binding legal agreement between you and VTG.

From time to time, we may update these Terms of Use. If we do, we will note near the top of this page the date that any changes are made and/or when they become effective. You should revisit these Terms of Use on a regular basis, as revised versions will be binding upon you. Your continued use of the VTG Website after the effective date of such changes to these Terms of Use will tell us that you agree to those changes.

II. YOUR USE OF THE VTG WEBSITE

1. Prohibited Uses; Representations by You

By accessing or using the VTG Website, you agree that you will not use the VTG Website in any way that:

- is unlawful, threatening, violent, abusive, hateful, defamatory, slanderous, libelous, deceptive, fraudulent, tortious, indecent, vulgar, profane, obscene, or that VTG deems in its sole discretion to be inappropriate;
- may harm VTG, its service providers, its business partners, or any other person;
- violates or infringes the rights of anyone else;
- gains or tries to gain unauthorized access to the VTG Website, or the computers, networks, or data of VTG or its service providers, or that otherwise modifies or interferes with the use or operation of the VTG Website;
- alters, damages, or deletes any content provided by VTG, or removes or modifies any copyright or other intellectual property notices that appear on the VTG Website;
- contains computer viruses or other disruptive, damaging or harmful files or programs; or
- otherwise violates these Terms of Use or any other guidelines or policies provided by VTG.

In addition, you represent and warrant that:

- if you provide VTG with any information (including payment information via our payment portal), you have the right to provide to VTG such information and the information that you

provide does not infringe, violate, misappropriate or otherwise conflict with the rights of any third party; complies with all applicable local, state, provincial, national and other laws, rules and regulations; and does not violate these Terms of Use;

- you will only provide true, accurate and complete information on the VTG Website; and
- you have all requisite rights and authority to enter into these Terms of Use.

2. *Your Use of Electronic Documents and Forms on the VTG Website*

The VTG Website contains electronic versions of various terms and conditions and forms that you may download (such as on our Supplier Portal and Customer Portal). By downloading and using these documents, you agree to the use of electronic documents and records with VTG and all future documents and records in connection with VTG and that this use satisfies any requirement that we provide you these documents and their content in writing. If you do not agree, do not download or use these electronic documents and forms.

III. PRIVACY

The VTG Website Privacy Policy is available at <https://VTGdefense.com/>. This Privacy Policy may change from time to time, so review it with regularity and care. The Privacy Policy governs how the information that you provide from your use of the VTG Website may be collected, used and disclosed by VTG. By using the VTG Website, you consent to this collection, use, and disclosure by VTG.

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2. *Disclaimers*

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VI. LIMITATION OF LIABILITY AND INDEMNITY

1. *Limitation of Liability*

YOU AGREE TO RELEASE VTG, ITS AGENTS, EMPLOYEES AND CONTRACTORS FROM ANY AND ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE VTG WEBSITE. YOU AGREE TO INDEMNIFY VTG, ITS AGENTS, EMPLOYEES AND CONTRACTORS AGAINST ALL SUCH CLAIMS, LIABILITIES AND LOSSES BROUGHT BY THIRD PARTIES. YOU FURTHER AGREE THAT THIS RELEASE EXTENDS TO ANY PARTY CLAIMING UNDER YOU AND THAT NO INSURANCE COMPANY WILL HAVE ANY RIGHT OF SUBROGATION.

NEITHER VTG, ITS AGENTS, EMPLOYEES NOR CONTRACTORS WILL BE LIABLE TO YOU OR ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) IN CONNECTION WITH THE VTG WEBSITE, EVEN IF VTG, ITS AGENTS, EMPLOYEES OR ITS CONTRACTORS ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, CLAIMS IN CONTRACT AND TORT (SUCH AS NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY TO YOU. WITHOUT LIMITING THE FOREGOING, THE VTG WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

2. *Indemnity*

You agree to indemnify, defend, and hold VTG harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the VTG Website and any information you submit to VTG via the VTG Website; or violating these Terms of Use, the VTG Website Privacy Policy, or any applicable law or regulation, or the rights of any third party.

VII. APPLICABLE LAW

Any dispute arising out of your use of the VTG Website shall be resolved according to the laws of the Commonwealth of Virginia, United States of America, without giving effect to that state's principles of conflicts of laws. The federal and state courts of the Commonwealth of Virginia shall have exclusive jurisdiction over all claims.

VIII. CONTACT US

Any questions regarding these Terms of Use should be directed to info@VTGdefense.com. You also may write to:

VTG
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