

Web Site User Agreement and Disclaimer

Please read all of the following Terms and Conditions on the use of this Web Site before using it.

The Terms and Conditions may change at any time at our sole discretion. By accessing and using our Web Site, you agree to all of the following Terms and Conditions. Additional information may be found in our Copyright section.

1. Pinnacle Armor, Inc., provides our Web Site for your convenience only

Our Web site is provided to you without charge as a convenience and for your information only. By merely providing access to our Web site content, we do not warrant or represent that:

- the content is accurate or complete;
- the content is up-to-date or current;
- we have a duty to update any content;
- the content is free from technical inaccuracies or typographical errors;
- the content is free from changes caused by third party; and
- access to our Web site will be free from interruptions, errors, computer viruses or other harmful components.

We do not assume any liability for these matters. Your use of our Web site is at your own risk. Under no circumstances, including, but not limited to, negligence, shall we be liable for any direct or indirect, special, incidental or consequential damages. This includes loss of data or profit arising out of the use or the inability to use the content of this Web site, even if one of our representatives has been advised of the possibility of your damages. If your use of our Web site results in your need to service, repair or correct equipment or data, you assume the costs to the extent the law allows. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

2. Pinnacle Armor, Inc., provides our Web Site "AS IS" and disclaim all warranties

Our Web site content is provided "as is" and without warranties of any kind, either express or implied. We disclaim all warranties, express or implied, including, but not limited to, implied warranties and merchantability and fitness for a particular purpose.

3. Your use of our Web Site is restricted

Our Web site and its content are owned and operated by us. Our Web site's content is copyrighted and protected by U.S. and worldwide copyright laws and treaty provisions. In addition, our Web site content is protected by trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

No content from www.pinnaclearmor.com, or any other Web site owned, operated, licensed or controlled by us may be copied, reproduced, republished, modified, uploaded, posted, transmitted, or distributed in any way. You also may not, without our permission, "mirror" any

material contained on our Web site on any other server. The sole exceptions to these restrictions are:

- you obtain written permission from us to waive these restrictions; or
- you download one copy of the content on a single computer for informational, non-commercial and personal use only, provided you keep intact all copyright and other proprietary notices and do not modify, and will not copy or post, the content on any network computer or broadcast in any media.

Violation of these restrictions will be a violation of one or more laws and is expressly prohibited by law. If you violate these restrictions, you may be subject to civil and criminal penalties. If we grant you permission to waive these restrictions, the permission terminates automatically if you breach any of these terms or conditions. Upon termination, you must immediately destroy any downloaded materials and printed materials.

4. Your use of our Web Site does not allow you to use our trademarks

The trademarks, service marks, and logos used and displayed on our Web site are our registered and unregistered trademarks. Nothing on this Web site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark, without our written permission. We aggressively enforce our intellectual property rights. The name of Pinnacle Armor, Inc. or our logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on our Web site, without prior written permission. You are not authorized to use our logo as a hyperlink to our Web site unless you obtain our written permission in advance.

5. Pinnacle Armor, Inc., does not have any responsibility for links to third party content

We may provide hyperlinks or pointers to other Web sites maintained by third parties or may provide third party content on our Web site by framing or other methods. The links to third party Web sites are provided for your convenience and information only. The content in any linked Web sites is not under our control so we are not responsible for the content, including any further links in a third party site. If you decide to access any of the third party sites linked to our Web site, you do this entirely at your own risk. It is up to you to take precautions to ensure that the third party you link to for your use is free of computer viruses, worms, Trojan horses and other items of a destructive nature.

6. If Pinnacle Armor, Inc., provides a link, we do not necessarily endorse a third party

We reserve the right to terminate a link to a third party Web site at any time. The fact that we provide a link to a third party Web site does not mean that we endorse, authorize or sponsor that Web site. It also does not mean that we are affiliated with the third party Web site's owners, officers, directors, employees, agents, licensors or sponsors.

7. If a third party links to our Web Site, it is not necessarily an endorsement by Pinnacle Armor, Inc.

If a third party links to our Web site, it is not necessarily an indication of an endorsement, authorization, sponsorship, affiliation, joint venture or partnership by or with us. In most cases,

we may not be aware that a third party has linked to our Web site. A Web site that links to our Web site:

- May link to with written permission only, but not replicate, our content;
- Should not create a browser, border environment or frame our content;
- Should not imply that we are endorsing it or its products;
- Should not misrepresent its relationship with us;
- Should not present false information about our products or services; and
- Should not contain content that could be construed as distasteful, offensive or controversial, and should contain only content that is appropriate for all age groups.

8. When accessing our Web Site, you must obey all local, Federal, and International laws

This site is controlled by us from our offices within the United States of America. We make no representation that content or materials in the site are appropriate or available for use in other jurisdictions. Access to our Web site content or materials from jurisdictions where such access is illegal or prohibited. If you choose to access this site from other jurisdictions, you do so on your own initiative and are responsible for compliance with applicable local laws. We are not responsible for any law violations. You may not use or export the materials in this site in violation of U.S. export laws and regulations. Any claims relating to our Web site and its content and materials shall be governed by the laws of the State of New York without giving effect to any principles of conflicts of laws. You agree that any legal action or proceeding between us for any purpose concerning this Agreement or the parties' obligations shall be brought exclusively in a federal or state court in New York.

9. You are bound by changes in this Agreement's Terms and Conditions

We may at any time revise these terms and conditions by updating this posting. By using our Web site, you agree to be bound by any such revisions and should therefore periodically visit this page to determine the current Pinnacle Armor Inc. Web Site User Agreement and Disclaimers to which you are bound. Certain provisions of these terms and conditions may be superseded by other legal notices or terms located on parts of our Web site.

10. By your use of this Web Site, you agree to indemnify Pinnacle Armor, Inc. for using our Web Site

You agree to indemnify, defend and hold harmless Pinnacle Armor Inc., its officers, directors, employees, agents, licensors, suppliers and any third party information providers to us from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of this Agreement by you.

11. Third parties may have other rights under this Agreement

Some of the provisions of this Agreement are for the benefit of Pinnacle Armor Inc., and its officers, directors, employees, agents, licensors, and suppliers. Each of these individuals or entities shall have the right to assert and enforce those provisions directly against you on its own behalf.

12. How this Agreement may be terminated

This Agreement may be terminated by either party without notice at any time for any reason; provided that you may no longer use our Web site after you have terminated this Agreement. Provisions 2, 3, 4, 8, 10, and 11 of this Agreement shall survive any termination of this Agreement.

13. Miscellaneous

Our failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. We may assign our rights and duties under this Agreement to any party at any time without notice to you.

14. Waiver/Severability

The waiver by either party of a breach or right under this Agreement will not constitute a waiver of any subsequent breach or right. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the remainder of this Agreement, which will otherwise remain in full force and effect.