

**Helmet Flag, Inc.**  
**Terms of Use, Limited Warranty and Liability Waiver**

Helmet Flag, Inc., a Utah corporation, having its principal place of business in Draper, Utah (“*Helmet Flag*”) offers and sells its Helmet Flag product (the “*Product*”) under the following terms and conditions:

1. Terms of Use. This Product is offered and sold to you conditioned upon your acceptance, without modification, of the terms and conditions contained herein. Installation or use of the Product implies acceptance of all such terms and conditions. If you do not agree to these terms of use, you should not install or use the Product. The Product should promptly be returned to Helmet Flag, including packaging and all written materials, at Helmet Flag’s expense, to the following address:

Helmet Flag, Inc.  
1953 Seven Oaks Lane  
Draper, Utah 84020

2. Personal and Noncommercial Use. The Product is for your personal and noncommercial use. You may not copy, alter, modify, distribute, display, reproduce, create derivative works from, transfer, convey, or sell any information obtained from this Product.

3. Return Policy. If you are dissatisfied with the Product for any reason, it may be returned, at your expense, to Helmet Flag at the above-mentioned address within 30 days of receipt for a refund of the purchase price, less shipping and handling. In order to receive a refund of the purchase price, the Product must be in its original packaging, in good condition, and include a copy of a dated receipt of purchase.

4. Limited Warranty. This limited warranty covers only substantial defects in materials and workmanship of the Product, including the flag, the flexible interchangeable flag rod, the spring, and the mounting plate. This warranty does not cover any defects or problems resulting from improper installation, set-up, or transportation of the Product.

4.1 Duration of Limited Warranty. The limited warranty lasts 90 days from the date of purchase of the Product. Some states, however, do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

4.2 Correction of Defects under Limited Warranty. To correct any substantial defects of the Product covered under this limited warranty, you must return the defective Product, at your expense, within 90 days from the date of purchase to Helmet Flag at the address listed in paragraph 1 above. Helmet Flag, at its option, will either repair or replace the Product, and return it to you, at its own expense. When returning the defective Product to Helmet Flag, the defective Product must be in its original packaging, include a copy of a dated receipt of purchase, and include the address where you want the Product sent once it is either repaired or replaced.

5. Disclaimer of Warranties. OTHER THAN THE LIMITED WARRANTY PROVIDED ABOVE, THE PRODUCT IS PROVIDED TO YOU “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HELMET FLAG MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE PRODUCT OR ANY SUPPORT SERVICES IT MAY RENDER TO YOU. NO WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE REGARDING THE SAFETY OF THE PRODUCT. THE ENTIRE RISK AS TO THE QUALITY OR PERFORMANCE OF THE PRODUCT IS WITH YOU, AS THE BUYER. YOU ASSUME FULL RESPONSIBILITY FOR THE SELECTION, POSSESSION, PERFORMANCE AND PROPER INSTALLATION AND USE OF THE PRODUCT AND THE RESULTS OR CONSEQUENCES THEREFROM.

6. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL HELMET FLAG, ITS DIRECTORS, OFFICERS, SHAREHOLDERS, EMPLOYEES, AGENTS, OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THE USE OR MISUSE OF THE PRODUCT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. YOU, AS THE BUYER, ASSUME ALL RISKS AND LIABILITY FROM USE OF PRODUCT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

7. Governing Law. The validity, construction, and enforcement of the terms of use, limited warranty and liability waiver, (“*Terms of Use*”) and the determination of the rights and duties of the parties (i.e., Helmet Flag and you, as the buyer) shall be governed by the laws of the State of Utah (exclusive of any choice of law or other provision that would result in the application of the laws of any other jurisdiction). Should any provision of the Terms of Use require judicial interpretation, the parties agree that the judicial body interpreting or construing such provision shall not apply the assumption that the terms of the Terms of Use shall be more strictly construed against either one or the other party because of the rule of construction that an instrument is to be construed more strictly against the drafting party.

8. Severability. In case of any one or more of the provisions contained in the Terms of Use or any application of those provisions shall be invalid, illegal or unenforceable in any respect, the other provisions or any application of those provisions shall remain in full force and effect and shall not be affected by an invalidity, illegality or unenforceability of any provisions or application of those provisions deemed to be invalid, illegal or unenforceable.

9. Modification of Terms of Use. Helmet Flag reserves the right to change the terms and conditions under which the Product is offered.

10. Entire Obligation. This document states and sets forth the entire obligation of Helmet Flag with respect to the Product.