

# TERMS OF USE OF ASOAIRSOFT.COM

1. **BINDING EFFECT.** By using the Internet site located at ASOAIRSOFT.COM (the "Site") or any services in connection with the Site (the "Service"), you agree to be bound by these Terms of Use, as they may be amended from time to time ASOAIRSOFT.COM ("Company") in its sole discretion.

This is a binding agreement between you and the Company. The Company will post a notice on the Site any time these Terms of Use have been changed or otherwise updated. It is your responsibility to review these Terms of Use periodically. If at any time you find these Terms of Use unacceptable, it is incumbent upon you to leave the Site and cease use of the Service and the Site.

2. **PREREQUISITES.** BY USING THIS SERVICE YOU ARE ACKNOWLEDGING THAT YOU ARE AT LEAST 18 YEARS OLD AND HAVE THE LEGAL CAPACITY TO ENTER INTO THIS BINDING AGREEMENT.

3. **PRIVACY POLICY.** Company respects your privacy. A complete statement of Company's current privacy policy can be found by clicking [here](#). Company's privacy policy is expressly incorporated into this Agreement by this reference.

4. **ACCESS TO SITE AND SERVICE.** You are required to open an account to use or access the Site or Service. Your registration on the Site must be complete and accurate. Incomplete information may preclude access to the Site and the Service. You will also be asked to provide an e-mail and password as part of the registration process. Maintaining the confidentiality of your password is solely your responsibility. It is a violation of these Terms of Use to allow someone else access to your account, username, or password at any time. You agree to notify Company immediately upon learning of any unauthorized use of your account, user name, or password. Company shall not be liable for any loss incurred by you as a result of someone else using your password, either with or without your knowledge. You may be held liable for losses incurred by Company, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your account or password.

5. **USE OF SOFTWARE.** Company may make certain software available to you from the Site. If you download software from the Site, the software, including all files and images contained in or generated by the software and/or accompanying data (collectively, "Software"), will be deemed licensed to use by Company solely for your personal, noncommercial, or home use, but for no other use or purpose. This limited license does not include, and the Company is not transferring you, title or intellectual property rights to the Software. The Company retains full and complete title to the Software as well as all intellectual property rights therein. You may not sell, redistribute, or reproduce the Software, nor may you decompile, reverse-engineer, disassemble, or otherwise convert the Software to a human-perceivable form. All trademarks and logos are owned by Company or its licensors. You are prohibited from using them or copying them in any manner.

6. **USER CONTENT.** By using this Site or Service, you automatically grant the Company a license to use the any materials you post to the Site or Service. Your posting, downloading, displaying, performing, transmitting, or otherwise distributing information or other content to the Site or Service ("User Content") automatically grants Company, its affiliates, officers, directors, employees, consultants, agents, and representatives a license to use User Content in connection with the operation of the Internet business of Company, its affiliates, officers, directors, employees, consultants, agents, and/or representatives, including without limitation, a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat User Content. You will receive no compensation for any User Content. Company may publish or otherwise disclose your name in connection with your User Content. You warrant and represent that you own the rights to your User Content or otherwise possess the legal rights to post, distribute, display, perform, transmit, or otherwise distribute your User Content. By using this Site or Service, you grant a non-exclusive, worldwide, irrevocable, royalty-free, sub licensable license to the Company to use,

reproduce, adapt, publish, translate and distribute User Content in any and all media in the manner the Company deems appropriate.

7. **COMPLIANCE WITH INTELLECTUAL PROPERTY LAWS.** When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using your User ID or e-mail. Should any dispute arise as to ownership or usage rights in the Content, you have the sole legal responsibility for proving your Content does not violate any laws or third-party rights.

8. **INAPPROPRIATE CONTENT.** You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services. Company reserves the right to terminate your receipt, transmission, or other distribution of any such material using the Service, and, if applicable, to delete any such material from its servers. Company intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of these Terms of Use or of any applicable laws.

9. **COPYRIGHT INFRINGEMENT.** Company shall immediately suspend and/or terminate user of the Site or Service who is found to have infringed on the rights of Company or of a third party, or otherwise violated any intellectual property laws or regulations. Company's policy is to investigate any allegations of copyright infringement brought to its attention. If you have evidence, know, or have a good faith belief that your rights or the rights of a third party have been violated and you want Company to delete, edit, or disable the material in question, you must provide Company with all of the following information: (a) a physical or electronic signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; (b) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works; (c) identification of the alleged infringing material that you believe should be removed, and information reasonably sufficient to permit Company to locate said material; (d) information reasonably sufficient to permit Company to contact you, such as an address, telephone number, and if available, an electronic mail address at which you may be contacted; (e) a statement that you have a good faith belief that use of the material is not authorized by the copyright owner, its agent, or the law; and (f) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of whose rights are allegedly infringed. For this notification to be effective, you must contact the Company at [info@asoairsoft.com](mailto:info@asoairsoft.com). When contacting us, please be sure to provide us with your exact email address, name, address and/or telephone number(s) in order to ensure a quick and effective response to your request.

10. **ALLEGED VIOLATIONS.** If you have (or there is an allegation by another user that you have) violated any of the Terms of Use, furnished Company with false or misleading information, or interfered with use of the Site or the Service by others, Company may terminate or suspend your use of the Site and/or Service. Company desires to provide a good experience for all users of the Site and the Service, Company or its representatives may access your account and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or the Service. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law. In all events, Company

reserves the right to terminate your account or your access to the Site immediately, with or without notice to you and without liability to you.

11. NO WARRANTIES AS TO THE SITE. COMPANY HEREBY DISCLAIMS ALL WARRANTIES. COMPANY IS MAKING THE SITE AVAILABLE "AS IS" WITHOUT WARRANTY OF ANY KIND. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SITE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT THE SITE OR THE SERVICE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE OR THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT SHALL AMERICANSPECIALOPSAIRSOFT, NOR ANY OF ITS OFFICERS, DIRECTORS AND EMPLOYEES, BE LIABLE TO YOU FOR ANYTHING ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THIS WEBSITE, WHETHER SUCH LIABILITY IS UNDER CONTRACT, TORT OR OTHERWISE, AND AMERICANSPECIALOPSAIRSOFT, INCLUDING ITS OFFICERS, DIRECTORS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL LIABILITY ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THIS WEBSITE.

12. PRODUCT WARRANTIES AND POLICIES. UNLESS OTHERWISE SPECIFIED, ALL PRODUCTS SOLD ON THE SITE CARRY A 21 DAY WARRANTY. THE WARRANTY PERIOD IS EFFECTIVE FROM THE DATE YOUR PACKAGE IS SHIPPED. THE WARRANTY COVERS REPLACEMENT OR REPAIR OF DEFECTIVE AND DAMAGED PRODUCTS ONLY, SUBJECT TO THE EVALUATION AND DETERMINATION OF COMPANY'S TECHNICIANS OR RMA REPRESENTATIVES. ALL OTHER RETURNS OR EXCHANGES ARE SUBJECT TO RESTOCKING AND SHIPPING FEES. DISASSEMBLING, ABUSING, MODIFYING, ALTERING, REMOVING, OR REPLACING THE ORANGE TIP ON AIRSOFT REPLICAS WILL VOID ALL WARRANTIES AND COULD RESULT IN VIOLATION OF STATE AND/OR FEDERAL LAWS. THE WARRANTY DOES NOT COVER ANY PRODUCTS THAT HAVE BEEN ABUSED, DISASSEMBLED, MODIFIED, ALTERED, OR RETURNED WITHOUT THE ORIGINAL PACKAGING.

THE WARRANTY DOES NOT COVER BATTERIES, CHARGERS. WE ARE NOT RESPONSIBLE FOR COMPATIBILITY BETWEEN VARIOUS MANUFACTURERS PRODUCTS, AND THE INTERNAL UPGRADE OR REPLACEMENT PARTS. ANY USE OF LOW GRADE OR LOW WEIGHT BB SHALL VOID THE WARRANTY.

ALL REPAIRS AND UPGRADES COMPLETED BY US CARRY A LIMITED 21-DAY WARRANTY. THE WARRANTY DOES NOT GUARANTEE OR COVER THE OPERATION OF GUNS WITH A SPRING RATING HIGHER THAN M120 OR ITS EQUIVALENT, OR ANY GUN SHOOTING OVER 400FPS WITH A 0.20 GRAM BB. THE WARRANTY DOES NOT COVER LITHIUM POLYMER (LI-POLY) BATTERY USAGE, OR THE USAGE OF ANY OTHER POWER SOURCE WITH AN OUTPUT GREATER THAN 9.6 VOLTS ON AN ELECTRIC GUN THAT IS NOT RATED FOR SUCH USE BY ITS ORIGINAL MANUFACTURER. THE WARRANTY DOES NOT COVER ANY AIRSOFT PRODUCT OR GUN THAT USES HIGHER PRESSUED GAS THAN LIQUID PROPANE/GREEN GAS, 115 PSI). THE USAGE OF ANY BB LESS THAN 0.20 GRAMS IN ANY AIRSOFT PRODUCT, WILL VOID THIS WARRANTY.

THIS WARRANTY DOES NOT COVER PRODUCTS THAT ARE NOT PURCHASED FROM OUR SITE.

FOR INTERNATIONAL ORDERS, ALL SALES ARE FINAL. DUE TO TRANSIT LIMITATIONS, TECHNICAL SUPPORT AND LIMITED REPLACEMENT PARTS ARE ONLY AVAILABLE FOR PRODUCTS WHERE THE DEFECT IS REPORTED WITHIN 21 DAYS OF SHIPMENT.

COMPLIMENTARY REPAIR SERVICES CAN BE OFFERED WITHIN 21 DAYS OF SHIPMENT IF YOU AGREE TO BEAR THE EXPENSE OF ALL SHIPMENT, LOST PACKAGES, AND CUSTOMS SEIZURES.

13. RETURN POLICY. If you purchased an item from us in the last 21 days and are experiencing problems with the product, the Company offers a 21-day warranty to replace and repair your item from date of purchase subject to the terms. If your package arrived damaged, please inspect and keep all contents and contact our support team immediately. We will assist you in completing a damage claim with the carrier.

Please start the warranty claim by completing the "RMA" Return Merchandise Authorization form online located at <http://www.ASOAIRSOFT.COM/rma/>. Please do not return anything until you have been issued a RMA #. Otherwise, the package may be refused or may not be able to be identified.

One of our dedicated RMA staff will contact you within in 1-3 business days of receiving your request. Please keep all original packaging and products must be unused, unworn and unopen. A 15% restocking fee will be assessed based on your return.

DAMAGES UPON ARRIVAL. If your package arrived damaged, one of our customer service representative will assist you in filing a claim with the carrier. Please inspect all contents and keep original box and packaging material. Please note that this process may take up to 12 business days depending on the carrier.

EXCHANGES. You may exchange an item if it is unused, unworn and unopen within 21 days of delivery. Shipping cost will be deducted from the refund.

RETURN FOR STORE CREDIT. You may return an item for merchandise credit if the item is unused, unworn and unopen in its original packaging within 21 days of delivery. A 15% restocking fee will apply. The cost of shipping will be deducted from refund.

NON-WARRANTY REPAIR/ UPGRADE SERVICES: The labor rate for our technician is \$20.00 an hour if you need assistance with any non-warranty repairs and upgrade service. All AMERICANSPECIALOPS AIRSOFT technicians are within the company at your service. If we end up not being able to fix or upgrade your gun, there will be no charge.

14. RECOMMENDATIONS. For the best use of AMERICANSPECIALOPS AIRSOFT's products, please use high grade Airsoft BBs, 0.2g or higher. Any use of low grade or low weight BBs may cause extensive damage to your gun. Additionally, ASOAIRSOFT.COM recommends the use of high quality batters and smart chargers.

15. LIMITED LIABILITY. COMPANY'S LIABILITY TO YOU IS LIMITED. IN NO EVENT SHALL COMPANY BE LIABLE FOR DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR LOST DATA, REGARDLESS OF THE FORESEEABILITY OF THOSE DAMAGES) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SITE OR ANY OTHER MATERIALS, PRODUCTS, OR SERVICES PROVIDED TO YOU BY COMPANY. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

THIS WEBSITE IS PROVIDED "AS IS," WITH ALL FAULTS, AND AMERICANSPECIALOPS AIRSOFT MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, OF ANY KIND RELATED TO THIS WEBSITE OR THE MATERIALS CONTAINED ON THIS WEBSITE. ADDITIONALLY, NOTHING CONTAINED ON THIS WEBSITE SHALL BE CONSTRUED AS PROVIDING ANY ADVICE TO YOU. COMPANY'S MAXIMUM LIABILITY FOR ALL CLAIMS ARISING OUT OF THE USE OF THIS SITE OR THE SERVICE, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED TO THE AMOUNT OF FEES PAID BY YOU TO THE COMPANY. NO ACTION OR PROCEEDING AGAINST THE COMPANY MAY BE COMMENCED BY YOU MORE THAN ONE (1) YEAR AFTER THE LAST DAY ON WHICH THE

SERVICE WHICH IS THE BASIS FOR THE ACTION IS RENDERED. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY CONSTITUTES AN EXPRESS WAIVER OF ANY RIGHTS UNDER ANY APPLICABLE STATUTE OF LIMITATIONS WHICH WOULD OTHERWISE AFFORD ADDITIONAL TIME FOR SUCH A CLAIM.

16. **AFFILIATED SITES.** Company has no control over, and no liability for any third party websites or materials. Company works with a number of partners and affiliates whose Internet sites may be linked with the Site. Because neither Company nor the Site has control over the content and performance of these partner and affiliate sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. In using the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

17. **PROHIBITED USES.** Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

18. **INDEMNITY.** You agree to indemnify Company for certain of your acts and omissions. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site or its Products, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

19. **COPYRIGHT.** All contents of Site or Service are: Copyright 2017 ASOAIROSOFT.COM, all rights reserved.

20. **GOVERNING LAW.** These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of Georgia, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Atlanta, Georgia in all disputes arising out of or related to the use of the Site or Service.

21. **SEVERABILITY; WAIVER.** If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or

any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

22. NO LICENSE. Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by Company or by any third party.

23. GEORGIA USE ONLY. The Site is controlled and operated by Company from its offices in the State of Georgia. Company makes no representation that any of the materials or the services to which you have been given access are available or appropriate for use in other locations. Your use of or access to the Site should not be construed as Company's purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than Georgia.

24. MODIFICATIONS. Company may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.

25. ORDER AND SHIPMENT POLICIES. Express orders (UPS 3day, 2day and Next day) placed before 12:00PM PST are shipped the same day. If order is received after 12:00PM PST, it may not be shipped until the following business day. Domestic Grounds orders are shipped within 1-3 business days (excluding weekends and holidays).

In the event of a Back Order or Pre-Order, your order may be fulfilled in two separate shipments. Subsequent shipments after the first shipment will be shipped via regular ground service. All additional expenses will be covered by ASOAIROFT.COM. Your credit card is charged for the full order amount at the time of order placement. In the event of Back Order, you can request for an immediate refund.

Packages that do not contain high value products may be shipped via USPS depending on package content & Delivery address (PO Box, Military Address, etc.).

Delays are not common but, please note that UPS does not guarantee delivery time for non-express shipping methods such as Ground.

Once an order is placed, the order cannot be modified. You may submit a request for a return after the order is delivered. If you need to update your shipping address or shipping method after your order is placed, please call us immediately at (770) 714-2011, Monday through Friday, from 11:00-3:00PM (EST).

To avoid placing a duplicate order, please DO NOT click "Back" on your browser after confirming the order.

26. DISCLAIMER ON COUPON CODES. AMERICANSPECIALOPSAIROFT coupon codes are randomly offered to provide consumers with additional savings. We do not offer rain-checks on coupon codes. Only one coupon code can be used per order. Coupon codes are not applicable for on-sale and MAP items, and cannot be combined with any other ongoing special or promotion.

27. ACKNOWLEDGEMENT. BY USING THE SERVICE OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

You are granting a non-exclusive, worldwide, irrevocable, royalty-free, sub licensable license to use, reproduce, adapt, publish, translate and distribute your Content in any and all media.

# ASOAIRSOFT.COM DISCLAIMER

By accessing any of AMERICANSPECIALOPSAIRSOFT's services and products provided, you will have read, agreed, verified and acknowledged to all the conditions in AMERICANSPECIALOPSAIRSOFT's Terms of Use and to all of our waivers and disclaimers below:

You are at least 18 years of age.

All goods sold on ASOAIRSOFT.COM are specifically for Airsoft gaming purposes only.

All sale transactions are completed in the state of GEORGIA under GEORGIA law and regulations.

All shipping are done via buyer selected/paid carriers in GEORGIA.

If there is any dispute about or involving AMERICANSPECIALOPSAIRSOFT's services or products provided, you agree that the dispute shall be governed by the laws of the State of GEORGIA, USA, without regard to conflict of law provisions and you agree to exclusive personal jurisdiction and venue in the state and federal courts of the United States located in the state of GEORGIA, City of GRAYSON.

Buyer assumes full responsibility of all liabilities, damages, injuries, modifications done to products, buyer's local laws, buyer's local regulations, and ownership of Airsoft replicas.

You will not hold AMERICANSPECIALOPSAIRSOFT Inc., its owners, affiliates or employees responsible for any legal actions, liabilities, damages, penalties, claims, or other obligations caused by your ownership of Airsoft replicas.

You acknowledge that due to their potential strategic value, export of certain products sold by AMERICANSPECIALOPSAIRSOFT may be prohibited by the U.S. International Traffic in Arms Regulations and the U.S. Export Administration Regulations. You represent that you will not export any prohibited or restricted items against the law.

All Airsoft replicas are sold with a bright orange tip to comply with federal law and regulations.

AMERICANSPECIALOPSAIRSOFT Inc. will not be responsible for injuries and damages caused by improper usage, user errors, crazy stunts, lack of adult supervision, or willful ignorance to risk.

Pricing, specification, availability and special promotions are subject to change without notice. Please visit our warranty and disclaimer pages for more information.

**WARNING:** Products sold on this site contain chemicals known to cause cancer and birth defects or other reproductive harm.

All content is subject to change without prior notice. Designated trademarks and brands are the property of their respective owners.