Aces & Arrows Terms of Use

Updated: December 2, 2021

Please read these terms of use ("Agreement" or "Terms of Use") carefully before using the website, mobile applications, and services offered by Aces & Arrows Archery, Inc. and its subsidiaries and affiliates (collectively, "Aces & Arrows"). This Agreement sets forth the legally binding terms and conditions for your use of the website at https://acesandarrows.com (the "Site"), mobile applications, and services provided by Aces & Arrows (collectively, the "Services").

By using the Services in any manner, including but not limited to visiting or browsing the Site, you (the "user" or "you") agree to be bound by this Agreement, including those additional terms and conditions and policies referenced herein and/or available by hyperlink. This Agreement applies to all users of the Services, including without limitation users who are vendors, customers, merchants, contributors of content, information and other materials or services on the Site.

1. Aces & Arrows' Services. The Website provides users with information on archery and archery products and serves as the website for the indoor archery range, bow services, and archery leagues (collectively the "Services").

The Company reserves the right to modify, discontinue or delete all or any part of the Services at any time.

2. Eligibility; Accounts and Registration. You must be at least 18 years of age to use the Service. By agreeing to these Terms of Use, you represent and warrant that: (a) you are at least 18 years of age; (b) you have not previously been suspended or removed from the Services; and (c) your registration and your use of the Services is in compliance with all applicable laws and regulations. Certain portions of the Website or the Services may be limited to registered users and may require you to register with the Website prior to access. When registering you agree to provide complete, accurate and truthful information about yourself. You are not permitted to register under someone else's name. You agree to inform us of any updates or changes to your registration information.

You are responsible to maintain the confidentiality of your username and password. Each user shall be responsible for all uses associated with their username, whether authorized or unauthorized by you. If there is any unauthorized use of your username, user account or password, please inform us immediately.

3. Use of the Services; Restrictions.

A. Use of the Services. Subject to your compliance with these Terms and Conditions and the Privacy Policy, Aces & Arrows grants to you a limited, non-exclusive, non-transferable license

to access and make personal use of the Website and its Services. By providing us with information or data, including text, software code, music, sound, photographs or graphics, videos or other materials (collectively the "Content"), you acknowledge that you have the right to post or provide such Content and that the Content does not infringe upon, misappropriate or violate any rights of any party.

We are not responsible for the posted Content of any user. We shall not be responsible to you in any way for Content posted by another user.

B. Use of Content. Subject to the restrictions set forth in these Terms of Use, you may copy information from the Services only as necessary for your use to view, save, print, fax and/or email such information.

4. Prohibited Use. BY USING THE SERVICES, YOU AGREE NOT TO:

- be false, inaccurate, or misleading;
- be fraudulent or involve the sale of illegal, counterfeit, or stolen property;
- reproduce, modify, distribute, display or otherwise provide access to, create derivative works from, decompile, disassemble, or reverse engineer any portion of the Services, except as explicitly permitted under these Terms of Use;
- provide/post/authorize a link to any of the Services (including but not limited to an agent profile page) from a third-party website that is not a real estate-related website owned or operated by a real estate or lending professional or institution;
- remove or modify any copyright or other intellectual property notices that appear in the Services;
- use the Services for resale, service bureau, time-sharing or other similar purposes;
- use the Services in any way that is unlawful, or harms Aces & Arrows, its service providers, suppliers, or any other user;
- interfere with a another user's listing;
- distribute or post spam, chain letters, pyramid schemes, or similar communications through the Services;
- impersonate another person or misrepresent your affiliation with another person or entity;
- upload invalid data, viruses, worms, or other software agents to the Services;

- interfere with, or compromise the system integrity or security of the Services, or otherwise bypass any measures Aces & Arrows may use to prevent or restrict access to the Services;
- conduct automated queries (including screen and database scraping, spiders, robots, crawlers, bypassing "captcha" or similar precautions, and any other automated activity with the purpose of obtaining information from the Services) on the Services;
- use any of Aces & Arrows' trademarks as part of your screen name or email address on the Services; or
- attempt to, or permit or encourage any third party to, do any of the above.

5. Fees.

A. Generally. You may be required to pay fees to access certain features of the Services. All fees are in U.S. dollars and are non-refundable. If Aces & Arrows changes the fees for all or part of the Services, including by adding fees or charges, Aces & Arrows will provide you advance notice of those changes. If you do not accept the changes, Aces & Arrows may discontinue providing the applicable part of the Services to you. Aces & Arrows' authorized third-party payment processor will charge the payment method you specified at the time of purchase. You authorize Aces & Arrows to charge all fees as described in these Terms of Use for the Services you select to that payment method. If you pay any fees with a credit card, Aces & Arrows may seek pre-authorization of your credit card account before your purchase to verify that the credit card is valid and has the necessary funds or credit available to cover your purchase.

B. Accuracy of Billing and Account Information

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed. You acknowledge and agree such information, including your credit card numbers, may be stored by us and our third-party service providers pursuant to the terms of our Privacy Policy.

- C. Subscriptions. The Services may include features that allow for automatically recurring payments for periodic charges ("Subscription Service"). If you decide to activate a Subscription Service, you authorize Aces & Arrows to periodically charge, on a going-forward basis and until cancellation of either the recurring payments or your account, all accrued sums on or before the payment due date for the accrued sums. The subscription will continue unless and until you cancel your subscription, or we terminate it. You must cancel your subscription before it renews in order to avoid billing of the next periodic subscription fee to your account. We will bill the periodic subscription fee to the payment method you provide to us during registration (or to a different payment method if you change your payment information). Aces & Arrows may change the subscription fee for any subsequent subscription period but will provide you advance notice of any increase before it applies. You may cancel a Subscription Service by contacting us at: info@acesandarrows.com.
- **D. Refund Policy.** There will be no refunds made to any users of the Services.

6. User Materials.

- A. User Content Definition; License Grant. Certain portions of the Services may allow users to upload or otherwise provide to Aces & Arrows images, photos, video, data, text, listings, and other content ("User Materials"). By uploading or otherwise providing User Materials to the Services, you grant Aces & Arrows an irrevocable, perpetual, royalty-free worldwide license to: (i) use, copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, modify, prepare derivative works of or incorporate into other works, and translate your User Materials, in connection with the Services, or in any other media; and (ii) sublicense these rights, to the maximum extent permitted by applicable law. Aces & Arrows will not pay you for your User Materials or to exercise any rights related to your User Materials set forth in the preceding sentence. Aces & Arrows may remove or modify your User Materials at any time. You are solely responsible for all User Materials made through your user account(s) on the Services or that you otherwise make available through the Services. For all User Materials, you represent and warrant that you are the creator and owner of the User Materials, or have the necessary licenses, rights, consents, and permissions (including all permissions required under applicable privacy and intellectual property law) to authorize Aces & Arrows and other users to access and use your User Materials as necessary to exercise the licenses granted by you under these Terms of Use. Aces & Arrows will not use client contact information that is uploaded by agents for any purpose.
- **B.** User Content Disclaimer. Aces & Arrows is under no obligation to edit or control your User Materials or the User Materials of any other User and will not be in any way responsible or liable for any User Materials. Aces & Arrows may, however, at any time and without prior notice, screen, remove, edit, or block any User Materials on the Services, including User Materials that in Aces & Arrows' sole judgment violate these Terms of Use or are otherwise objectionable. You understand that when using the Services, you may be exposed to User Materials of other

users and acknowledge that User Materials may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any legal or equitable right or remedy you may have against Aces & Arrows with respect to User Materials. Aces & Arrows expressly disclaims any and all liability in connection with User Materials. If notified by a user or content owner that User Materials allegedly do not conform to these Terms of Use, Aces & Arrows may investigate the allegation and determine in Aces & Arrows' sole discretion whether to remove the User Materials, which Aces & Arrows reserves the right to do at any time and without notice. For more information on Aces & Arrows' handling of infringing content, please see Section 10 below.

- **B.** User Content Restrictions. As part of your use of the Services, you may obtain personal information, including email address and home address information, from another Aces & Arrows user. Without obtaining prior permission from the other user, this personal information shall only be used for that transaction or for Aces & Arrows-related communications. Aces & Arrows has not granted you a license to use the information for unsolicited commercial messages or unauthorized transactions. Without limiting the foregoing, without express consent from the user, you are not licensed to add any Aces & Arrows user to your email or physical mail list. For more information, see Aces & Arrows' Privacy Policy.
- C. Idea Submissions. Aces & Arrows considers any unsolicited suggestions, ideas, proposals, or other material submitted to it by users via the Site, mobile applications, or otherwise (other than the Content and the tangible items sold on the Site by users) (collectively, the "Material") to be non-confidential and non-proprietary, and Aces & Arrows shall not be liable for the disclosure or use of such Material. If, at Aces & Arrows' request, any member sends Material to improve the site (for example through customer support), Aces & Arrows will also consider that Material to be non-confidential and non-proprietary and Aces & Arrows will not be liable for use or disclosure of the Material. Any communication by you to Aces & Arrows is subject to this Agreement. You hereby grant and agree to grant Aces & Arrows, under all of your rights in the Material, a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, sublicensable and transferable right and license to incorporate, use, publish, and exploit such Material for any purpose whatsoever, commercial or otherwise, including but not limited to incorporating it in the API, documentation, or any product or service, without compensation or accounting to you and without further recourse by you.
- **7. 3rd Party/Linked Services/Sent information.** The Services include links to third-party products, services and websites, as well as materials provided by third parties, and may include functionality that allows for the distribution of your User Materials or your personal information (collectively, your "User Information") to third parties not under Aces & Arrows' control (each, a "Third-Party Provider"). Third-Party Providers are solely responsible for their services. You are responsible for your use and submission of User Information to any third-party, and your dealings or business conducted with any third party arising in connection with the Services are solely between you and such third party. Your use of third-party sites, services, or products may

be subject to associated third-party terms of use and privacy policies or other agreements, which you are solely responsible for complying with. Aces & Arrows does not endorse, and takes no responsibility for such products, services, Web sites, and materials, or a Third-Party Provider's use of your User Information. By using a tool that allows for User Information to be transferred, you agree that Aces & Arrows may transfer the applicable User Information or other information to the applicable third parties, which are not under the control of Aces & Arrows. If you submit a contact form or otherwise indicate your interest in contacting a Third-Party Provider, you may receive telemarketing calls from the Third-Party Provider using the contact information you provided. Third-Party Providers may keep your contact information and any other information received by the Third-Party Provider in processing a contact or other request form. Aces & Arrows is not responsible for any damages or costs of any type arising out of or in any way connected with your dealings with these third parties.

- **8. Intellectual Property.** The Services are owned and operated by Aces & Arrows. The user interfaces, design, information, data, code, products, software, graphics, and all other elements of the Services ("Aces & Arrows Materials") provided by Aces & Arrows are protected by intellectual property and other laws and are the property of Aces & Arrows or Aces & Arrows' third-party licensors. Except as expressly allowed by these Terms of Use, you may not make use of the Aces & Arrows Materials, and Aces & Arrows reserves all rights to the Aces & Arrows Materials and Services not granted expressly in these Terms of Use. Aces & Arrows' trademarks and trade dress may not be used, including as part of trademarks or as part of domain names or email addresses, in connection with any product or service in any manner that is likely to cause confusion.
- **9. Access and Interference.** Aces & Arrows may contain robot exclusion headers which contain internal rules for software usage. Much of the information on Aces & Arrows is updated on a real-time basis and is proprietary or is licensed to Aces & Arrows by Aces & Arrows' users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access Aces & Arrows for any purpose whatsoever, without Aces & Arrows' prior express written permission. Additionally, you agree that you will not:
 - Take any action that imposes, or may impose, in Aces & Arrows' sole discretion, an unreasonable or disproportionately large load on Aces & Arrows' infrastructure;
 - Copy, reproduce, modify, create derivative works from, distribute or publicly display any user Content (except for your Content) or other allowed uses as set out in policies set out on the Site, except to the extent expressly permitted by prior express written permission of Aces & Arrows and the appropriate third party, as applicable;
 - Interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site; and

- Bypass Aces & Arrows' robot exclusion headers or other measures Aces & Arrows may use to prevent or restrict access to Aces & Arrows.
- **10. DMCA**; Claims of Copyright Infringement. Aces & Arrows respects the intellectual property rights of others, and asks that everyone using the Services do the same. Anyone who believes that their work has been reproduced on the Services in a way that constitutes copyright infringement may notify Aces & Arrows' copyright agent in accordance with Title 17, United States Code, Section 512(c)(2), by providing the following information:
- a. Identification of the copyrighted work that you claim has been infringed;
- b. Identification of the material that you claim is infringing and needs to be removed, including a description of where it is located on the Services so that the copyright agent can locate it;
- c. Your address, telephone number, and, if available, e-mail address, so that the copyright agent may contact you about your complaint; and
- d. A signed statement that the above information is accurate; that you have a good faith belief that the identified use of the material is not authorized by the copyright owner, its agent, or the law; and, under penalty of perjury, that you are the copyright owner or are authorized to act on the copyright owner's behalf in this situation.

Notices of copyright infringement claims should be sent as follows:

By mail:

Aces & Arrows, Inc.
980 American Pacific Dr.
STE 107
Henderson, NV 89014
Attention: Copyright Agent

By e-mail:

info@acesandarrows.com If you give notice of copyright infringement by e-mail, we may begin investigating the alleged copyright infringement; however, we must receive your signed statement by mail or as an attachment to your e-mail before we are required to take any action.

11. Termination/Changes to Agreement. Except as stated in separate product-specific agreements, you may terminate your account at any time by contacting info@acesandarrows.com. If you terminate your account, you remain obligated to pay all outstanding fees, if any, incurred prior to termination relating to your use of the Services. If you violate any provision of these Terms of Use, your permission from Aces & Arrows to use the Services will terminate automatically. In addition, Aces & Arrows may in its sole discretion terminate your account on the Services or suspend or terminate your access to the Services at any

time for any reason, with or without notice. Aces & Arrows may alter, suspend or discontinue the Services or any portion of the Services without notice. Aces & Arrows will not be liable whatsoever for any change to the Services or any suspension or termination of your access to or use of the Services. Aces & Arrows reserves the right to change these Terms of Use at any time in its sole discretion on a going-forward basis. We will make commercially reasonable efforts to notify you of any material changes to these Terms of Use. Your continued use of the Services after updates are effective will represent your agreement to the revised version of these Terms of Use. Your continued use of the Services after the effectiveness of such changes will constitute acceptance of and agreement to any such changes. You further waive any right you may have to receive specific notice of such changes to these Terms of Use. You are responsible for regularly reviewing these Terms of Use.

12. Privacy Policy/Other Terms.

- **A. Privacy Policy.** Aces & Arrows will collect, use, store, and disclose personal information in accordance with its Privacy Policy. Please consult the <u>Privacy Policy</u> for more information, which is incorporated into, and made a part of, these Terms of Use.
- **B. Other Terms.** Your use of the Services is subject to all additional guidelines, rules, and agreements applicable to the Services or certain features of the Services that we may post on, or link to, from the Services, such as rules applicable to a particular product or content available through the Services.
- 13. Indemnification. You agree to indemnify, defend, and hold harmless Aces & Arrows, its affiliates, and their respective directors, officers, employees, and agents from any and all claims and demands made by any third party due to or arising out of: (a) your access to or use of the Services; (b) your breach of these Terms of Use; (c) your violation of any law or the rights of a third party; (d) any dispute or issue between you and any third party; (e) any User Materials you upload to, or otherwise make available through, the Services; (f) your willful misconduct; and (g) any other party's access to and/or use of the Services using your account and password. Aces & Arrows reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in that case, you agree to corporate with Aces & Arrows' defense of that claim.
- 14. No Warranty. Aces & Arrows, Aces & Arrows' subsidiaries, officers, directors, employees, and Aces & Arrows' suppliers provide Aces & Arrows' web site and services "as is" and without any warranty or condition, express, implied or statutory. Aces & Arrows, Aces & Arrows' subsidiaries, officers, directors, employees and Aces & Arrows' suppliers specifically disclaim any implied warranties of title, merchantability, performance, fitness for a particular purpose and non-infringement. In addition, no advice or information (oral or written) obtained by you from Aces & Arrows shall create any warranty. Some states do not allow the disclaimer of implied

warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

15. Limitation of Liability/Exclusive Remedy. IN NO EVENT WILL ACES & ARROWS OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF, BASED ON, OR RESULTING FROM THESE TERMS OF USE OR YOUR USE OR ACCESS, OR INABILITY TO USE OR ACCESS, THE SERVICES OR ANY MATERIALS ON THE SERVICES, WHETHER BASED ON (A) BREACH OF CONTRACT, (B) BREACH OF WARRANTY, (C) NEGLIGENCE, OR (D) ANY OTHER CAUSE OF ACTION, EVEN IF ACES & ARROWS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ACES & ARROWS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (IE) ERRORS, MISTAKES, OR INACCURACIES OF MATERIALS; (F) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICES; (G) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (H) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICES; (I) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY; (J) ANY ERRORS OR OMISSIONS IN ANY MATERIALS OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY MATERIALS POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES; AND/OR (K) USER MATERIALS OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. THE AGGREGATE LIABILITY OF ACES & ARROWS AND ANY OF ITS AFFILIATES TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE ANY PORTION OF THE SERVICES OR OTHERWISE UNDER THESE TERMS OF USE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE GREATER OF (X) THE AMOUNT YOU HAVE PAID TO ACES & ARROWS FOR THE SERVICES IN THE 12 MONTHS PRIOR TO THE EVENTS OR CIRCUMSTANCES GIVING RISE TO THE CLAIMS; AND (Y) \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL DAMAGES. ACCORDINGLY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. EACH PROVISION OF THESE TERMS OF USE THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THESE TERMS. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE AGREEMENT OF THE PARTIES. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS ITS ESSENTIAL PURPOSE.

16. Choice of Law; Disputes.

A. Disputes with Aces & Arrows. In the event a dispute arises between you and Aces & Arrows, please contact Aces & Arrows. Any dispute arising from or relating to the subject matter of this Agreement shall be governed by and construed in accordance with the laws of the State of California including all matters of construction, validity, performance, and enforcement and without giving effect to the principles of conflict of laws. You agree that the state and federal courts in the County of Orange, State of California shall have sole and exclusive jurisdiction and venue for the resolution of all disputes arising under the terms of this Agreement and the transactions contemplated herein. Use of the Services is not authorized in any jurisdiction that does not give effect to all provisions of the Agreement, including without limitation, this section. You and Aces & Arrows agree that any cause of action arising out of or related to the Services (including, but not limited to, any services provided or made available therein) or this Agreement must commence within one year after the cause of action arose; otherwise, such cause of action is permanently barred.

B. Disputes with Users or Third Parties. In the event a dispute arises between you and another user or a third party, Aces & Arrows encourages you to contact the user or third party to resolve the dispute amicably. You may also report user-to-user disputes to your local law enforcement, postmaster general, or a certified mediation or arbitration entity, as applicable.

You release Aces & Arrows (and Aces & Arrows' officers, directors, agents, subsidiaries, joint ventures and employees) from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with disputes with one or more users, or an outside party.

17. General. You agree not to export from anywhere any part of the Services provided to you, or any direct product thereof, except in compliance with, and with all licenses and approvals required under, applicable export laws, rules and regulations. All Services used by the U.S. Government are provided with the commercial license rights described herein. These Terms of Use may only be amended by a written agreement signed by authorized representatives of the parties to these Terms of Use. If any part of these Terms of Use is determined to be invalid or unenforceable, then the invalid or unenforceable provision will be replaced with a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of these Terms of Use will continue in effect. The section titles in these Terms of Use are solely used for the convenience of the parties and have no legal or contractual significance. Aces & Arrows may assign this Agreement, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use, or assign, transfer or sublicense your rights, if any, in the Services. Aces & Arrows' failure to act with respect to a breach by you or others does not waive its right to act with respect to subsequent or similar breaches. Except as expressly stated herein, these Terms of Use, and all expressly incorporated terms and

agreements, constitute the entire agreement between you and Aces & Arrows with respect to the Services and supersede all prior or contemporaneous communications of any kind between you and Aces & Arrows with respect to the Services. Sections 5 (Fees), 6 (User Materials), 8 (Intellectual Property), 9 (Access and Interference), 11 (Termination/Changes to Agreement), 12 (Privacy Policy/Other Terms), 13 (Indemnification), 14 (No Warranty), 15 (Limitation of Liability/Exclusive Remedy), 16 (Choice of Law; Disputes) shall survive any termination or expiration of this Agreement.

- **18. Notice to California Residents.** If you are a California resident, under California Civil Code Section 1789.3, you may contact the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210 in order to resolve a complaint regarding the Service or to receive further information regarding use of the Service.
- 19. Notices and License Disclosures. Except as explicitly stated otherwise, any notices shall be given by postal mail to Aces & Arrows, Inc.; Attn: Legal Department; 980 American Pacific Dr. STE 107, Henderson, NV 89014 (in the case of Aces & Arrows) or, in your case, to the email address you provide to Aces & Arrows (either during the registration process or when your email address changes). Notice shall be deemed given 24 hours after email is sent, unless the sending party is notified that the email address is invalid. Alternatively, Aces & Arrows may give you notice by certified mail, postage prepaid and return receipt requested, to the address provided to Aces & Arrows. In such case, notice shall be deemed given three days after the date of mailing.