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Registration

This Website may require registration or may otherwise ask you to provide information to participate in certain features or to access certain Content. As part of the registration and account creation process, you will select a password and provide us with certain registration information. You are solely responsible for maintaining the confidentiality of your password(s) and you will be responsible for all usage or activity on your account, including but not limited to the unauthorized use of your account by any person using your password(s) and any purchases made by parties using your account, whether or not authorized by you.

Acceptable Use Policy

The following requirements apply to your use of this Website: (a) you will not use any feature of this Website for any purpose that is unlawful, tortious, abusive, intrusive on another’s privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, hateful, or racially, sexually, religiously, or otherwise objectionable or offensive, all as determined by the Company in its sole and absolute discretion; (b) you will not upload any Content or link to any Content that contains or promotes any of the foregoing; (c) you will not upload, post, reproduce, or distribute any information, software, pictures, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (d) you will not solicit, collect or store personal data about other users; (e) you will not solicit money from or offer to provide money to other users in exchange for acts or services of any nature; (f) you will not use this Website for any commercial purpose not expressly approved by the Company in writing; (g) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (h) you will not upload, post, email, or otherwise transmit any material that contains viruses, adware, spyware or any other computer code, cookies, files, or programs which might interrupt, limit, overburden, or interfere with the functionality of any computer software or hardware or telecommunications equipment, including this Website; (i) you will not use or develop any third-party applications that interact with this Website or other users’ Content without our prior written consent; and (j) you will not gain, or attempt to gain, unauthorized access to this Website, the servers or networks connected to this Website by any means (including, but not limited to, circumventing or modifying, or encouraging or assisting any other person to circumvent or modify any security, technology, device or software that is part of this Website).

Your Content

From time to time you may be able to submit photos, written posts and certain other materials on certain areas of our Website (“Your Content”), pursuant to these Terms. You agree that you will not post any Content that is unlawful, harmful, tortious, defamatory, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable or inappropriate as determined by the Company in its sole and absolute discretion; that you will not post any Content that contains personal information about any individual, violates the privacy/publicity of any other individual or entity, or anything that you are under a contractual obligation to keep private or confidential; that you will not impersonate any person or organization, including without limitation, the personnel of the Company, or misrepresent an affiliation with another person or organization; you will not post any Content that contains viruses, corrupted files, adware, spyware, worms, or any other similar software or programs that may adversely affect the operation of this Website, or any feature of this Website. The Company may cancel your account and delete all Your Content at any time, and without notice, if the Company deems that you have violated these Terms, the law, or for any other reason, in its sole and absolute discretion. For greater certainty, and without limiting the effect of the foregoing, the Company reserves the right, in its sole and absolute discretion, to modify, edit, refuse to post, or remove any of Your Content, if a complaint or notice of allegedly infringing materials is received with respect to Your Content, if Your Content violates these Terms, or for any other reason.

By displaying, publishing, or otherwise posting any of Your Content on or through this Website, you hereby irrevocably grant to the Company a non-exclusive, fully sub-licensable, non-revocable, worldwide, fully-paid, royalty free license to use, modify, publicly perform, publicly display, broadcast, publish, reproduce, and distribute Your Content in any and all media now known or hereinafter developed without the requirement to make payment to you or to any third party or the need to seek your or any third party’s permission. Further, you waive all moral rights in and to all Your Content that you post on, upload or otherwise submit to or through this Website in favor of the Company. You continue to retain all ownership rights you hold in Your Content, and you retain any right to use Your Content in any way you choose, subject to these Terms and the license described herein. You represent and warrant that you own all of Your Content submitted, displayed, published or posted by you on this Website and otherwise have the right to grant the license set forth herein, and the displaying, publishing or posting of Your Content, and our use thereof does not and will not violate the privacy rights, publicity rights, copyrights, trademark rights, patents, contract rights or any other intellectual property rights or other rights of any person or entity.

In these Terms, “Feedback” refers to any material you post on or through this Website that is specifically about how we can improve this Website and/or the products and services we make available through this Website. Although we do not claim ownership of Your Content that you post using this Website, the Feedback you provide to us through this Website will be and remain our exclusive property. Your submission of Feedback will, and hereby does, constitute an assignment to us of all worldwide rights, title and interests in your Feedback, including all copyrights and other intellectual property rights in your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback you submit for any purpose whatsoever, without restriction and without compensating you in any way. For this reason, we ask that you not send us any Feedback that you do not wish to assign to us.

Purchases from this Website

General

We offer products for purchase on this Website ("Products"). You may purchase Products by filling in the order form on this Website. We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities or Products purchased per person, per household or per order. These restrictions may include orders placed by or under the same 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 using the email address, billing address and/or phone number provided at the time the order was made. We reserve the right to limit or prohibit orders, in our sole judgment and discretion.

Payment

All payments made through this Website are processed using a third-party processor. You acknowledge that the Company is not liable for any breaches of credit card or debit card security or privacy by such third-party processor. You agree to pay all charges from the Company incurred by users of your credit card, debit card, or other method of payment.

If you wish to purchase any Product, you may be asked to supply certain information relevant to your transaction. By submitting such information, you grant us or the third party collecting that information on our behalf the right to provide such information to third parties for purposes of facilitating the completion of transactions initiated by you or on your behalf, or through your account on this Website. Verification of your information may be required prior to the acknowledgment or completion of any transaction.

Fraud Prevention

To protect you and Spirit of 76, LLC from fraudulent transactions, Spirit of 76, LLC may provide your transaction-related information to a reputable third-party organization to perform address verification or other fraud prevention technique. Spirit of 76, LLC also reserves the right, at its discretion, not to ship items ordered or purchased on this website to certain general locations, certain addresses or certain customers. Upon delivery Spirit of 76, LLC may request the delivery company to check valid form of identity and may refuse delivery if the ID does not match the recipient named on the bill of lading.

Pricing

All prices for Products are in US dollars, and are exclusive of any applicable local, state, or federal taxes.

SPIRIT OF '76, LLC RESERVES THE RIGHT TO MODIFY ITS PRICES AT ANYTIME FOR ANY REASON, WITH OR WITHOUT NOTICE TO THE CUSTOMER. THE CURRENT BASE PRICING SHOWN HEREIN OR IN ANY OTHER SPIRIT OF '76, LLC MEDIA FORM IS, THEREFORE, SUBJECT TO CHANGE AND IS NOT GUARANTEED. CUSTOMERS WISHING TO SECURE THEIR PRICING BASED ON THE SHOWN VALUES HEREIN MAY DO SO BY REMITTING A VALID DOWN PAYMENT (IN GOOD FUNDS) IN AN AMOUNT EQUALING AT LEAST 50% OF THE TOTAL OF EACH ORDER. DOWN PAYMENT MUST BE RECEIVED BY SPIRIT OF '76, LLC WITHIN SEVEN (7) CALENDAR DAYS OF FINALIZING YOUR ORDER. ONCE ORDER PRICING HAS BEEN SECURED, ORDER ADD-ONS WILL NOT BE PERMITTED UNLESS THE BASE

PRICING AT THE TIME OF THE ADD-ON IS THE SAME AS IT WAS AT THE TIME OF THE REQUISITE DOWN PAYMENT. APPROVED CREDIT CUSTOMERS MAY ALSO SECURE PRICING WITH A 50% DOWN PAYMENT ON EACH ORDER.

IF PRICING IS NOT SECURED BY THE MINIMUM DOWN PAYMENT, PRICING WILL BE ESTABLISHED BASED ON SPIRIT OF '76, LLC's THEN CURRENT PRICES AS DETERMINED AS OF THE DATE THE ORDER IS SHIPPED TO CUSTOMER. UNLESS A CUSTOMER IS ON APPROVED CREDIT, WE REQUIRE PAYMENT IN FULL ON EACH ORDER PRIOR TO SHIPMENT.

Except as otherwise agreed to by Spirit of '76, LLC in writing, Orders placed between 1/1 and 7/4 must ship prior to the 4th of July to retain pricing. Orders placed between 7/5 and 12/31 must ship prior to New Year's Eve to retain pricing.

Spirit of 76, LLC may correct errors or inaccuracies and change or update information on this website at any time without notice, including in respect of prices and availability of items. All prices listed on this website are in United States of America dollars and all charges will be processed in United States of America dollars.

All prices listed on this website are subject to confirmation. Spirit of 76, LLC will notify you by email or other form if the confirmed price of an item you have selected differs from the price listed on the website or on your purchase order.

Spirit of 76, LLC will use commercially reasonable efforts to deliver items as quickly as possible and within any requested time periods that are specifically indicated; however, Spirit of 76, LLC will not be responsible for any delays in delivery which are beyond its control.

Export Restrictions

Unless otherwise specifically agree to by the Company in writing, Spirit of 76, LLC will only deliver to addresses within Continental United States of America.

Product Use

You agree to use the Products only as instructed by the labels on the product or any additional instructions provided on the Website. You understand that Products may contain materials that could be dangerous if handled improperly, and it is your responsibility to use the Products in accordance with the Product labels and instructions provided on the labels or the Website. You acknowledge that the Company is not liable for any personal injury or property damage arising from any misuse or unsafe use of any Products offered through this Website.

Product Returns and Refunds

Although product returns are generally not permitted, under limited circumstances Spirit of 76, LLC may, in its sole discretion and with advanced written approval, allow a customer to return product to a Spirit of 76, LLC warehouse. Only full case returns are permitted, in their original, unopened and good condition. The customer is responsible for returning the product to a Spirit of '76, LLC warehouse and any freight or shipping charges for the return of any product. In addition, the customer will be charged a restocking fee equal to 15% of the original purchase price of the returned product or \$500.00, whichever is greater.

Upon adequate proof of any nonconforming item(s) it may be replaced, refunded or credited if the customer/recipient follows the delivery instructions below. How the nonconforming items are replaced, refunded or credited are subject to the sole judgment and discretion of Spirit of 76, LLC. Spirit of 76, LLC will not process refunds for incorrect purchase or change of mind or any claim or damage resulting from the actions of a 3rd party. All refund requests need to be made in writing to info@76fireworks.com within seven (7) calendar days of receipt of the Product.

If Spirit of 76, LLC chooses not to ship an item, you will be notified by email and any amount charged to your credit card will be refunded.

Shipping Policy (General)

IMPORTANT: When you receive your shipment, check for damaged or missing items BEFORE signing off with the carrier. Spirit of '76, LLC will NOT be responsible for damaged or missing items not noted on the bill of lading (BoL) or any damaged or missing items resulting from the action/inaction of any third party.

Spirit of 76, LLC will use commercially reasonable efforts to deliver items as quickly as possible and within any time periods indicated or requested by you; however, Spirit of 76, LLC will not be responsible for any delays in delivery which are beyond its control.

Goods will be shipped via third party freight carrier/courier or directly by Spirit of '76, LLC. Once Payment has been received and processed, goods will be authorized for shipment.

- We only ship within the continental United States of America. Certain restrictions may apply depending on the destination of the shipment.
- We do not deliver goods to locations where they are not permitted to be received or that the Company, in its sole judgment, elects to not ship to.
- Delivery is via third party freight carrier/courier or by Spirit of 76, LLC.
- All deliveries must be signed for at time of delivery.
- Shipping address cannot be changed once order has shipped.
- As the registered freight/couriers are third-party companies, we are unable to control their delivery time once an item leaves our warehouse.
- If you are not available or present at the time of delivery additional delivery charges may apply.
- Additional charges may apply to your order, including accessorial charges (e.g., without limitation, liftgate required deliveries, residential deliveries).
- Orders cannot be canceled once shipped.
- Shipping time may vary depending on your location and carrier chosen by you.

All shipments of fireworks are federally regulated and will be shipped only by federally approved means. Spirit of 76, LLC assumes no liability of misuse, illegal receipt, illegal sale or illegal transportation by you. All fireworks are sold on the Company's reliance that they will be used and/or sold in accordance with all local, state and federal laws. You may be required to provide identification at time of pickup or delivery.

Please check your freight documents and your order sheet while delivery courier is still present. If there is something wrong with the delivery (damaged or missing cases) it must be noted on the Bill of Lading before signing it. Any damaged or tampered cases must be marked on the Bill of Lading. All open or missing cases must also be marked on the Bill of Lading. All orders will be shipped on pallets. The merchandise will be wrapped in shrink-wrap. Any orders received without shrink-wrap or

a pallet must be noted on the Bill of Lading. Pictures or other documentation should be taken and preserved by you to support any claim you may have against the freight carrier/courier.

SPIRIT OF 76, LLC IS NOT RESPONSIBLE FOR REFUNDS, RESHIPMENTS OR ANY TYPE OF CREDITS FOR MISTAKES, DAMAGE OR THEFT CAUSE WHILE IN THE CONTROL OF A THIRD PARTY FREIGHT CARRIER/COURIER. If an order does arrive with damaged or missing product, it is your responsibility to file a claim with the freight company/courier. The Company will provide, within reason and subject to its sole discretion and judgment, reasonable assistance to you in support of any claim you file. If you do need to file a claim against the freight carrier/courier, please inform us of the damage (with a copy of the Bill of Lading and pictures) and the claim number.

Disclaimers

YOU EXPRESSLY AGREE THAT YOUR USE OF THIS WEBSITE, THE CONTENT AND ANY PRODUCTS OFFERED THROUGH THIS WEBSITE SHALL BE AT YOUR SOLE DISCRETION AND RISK. THIS WEBSITE, THE CONTENT AND THE PRODUCTS OFFERED THROUGH THIS WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS-AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF PROPRIETARY OR THIRD-PARTY RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.

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INFORMATION OBTAINED AT THIS SITE, OR THAT RESULTS FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR E-MAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM ACTS OF GOD, COMMUNICATIONS FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OUR RECORDS, PROGRAMS OR SERVICES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY WHETHER IN AN ACTION AT LAW, INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, OR OTHER TORTUOUS ACTION, OR AN ACTION IN EQUITY, EVEN IF WE HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY ACKNOWLEDGE AND AGREE THAT THIS PARAGRAPH SHALL APPLY TO ALL CONTENT AVAILABLE THROUGH THIS WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnity

You agree to defend, indemnify, and hold harmless the Company, its affiliates, shareholders, directors, officers, employees, agents and licensors, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of this Website or your breach of any representations, warranties, covenants or obligations contained in these Terms.

Special Terms and Conditions Governing Special Promotions, Features or Functionality

This Website may include special promotions, features or functionality. For example, you may be able to use this Website to enter a sweepstakes or contest; to purchase products; or to design and email a friend. These special promotions, features and functionality may be offered subject to special terms and conditions, such as age restrictions, entry deadlines, return policies, or restrictions on use. If special terms and conditions apply, we will post appropriate notices on this Website on the entry form, the order form or the registration page. Such notices supplement or amend these Terms and are hereby made part of these Terms.

Social Media Platforms

We may choose to enable certain social media functions on this Website in order to help you complete a purchase, share product or other information with yourself or friends, or to post a comment, review or recommendation on either this Website or third-party platforms. If you choose to use social media functions on this Website, you acknowledge and agree to abide by the relevant terms and conditions of each respective social media service that we may utilize. The terms and conditions for the social media services may be found on each respective social media website or mobile app. Such social media websites and mobile apps may also be able to use information about actions you take on this Website. However, note that where you choose to publish information on the interactive parts of this Website outside of these privacy settings, or in any way through a social media website or mobile app, that information will not be protected by us. Such information is considered in the public domain, which may be accessed by any person using the Internet in any part of the world and can be found using independent search engines. If you choose to post information to the interactive parts of this Website in this manner, you do so at your own risk. In addition, you acknowledge and agree that we are not responsible for the availability of any social media services that we may add to the connect function, and do not endorse and are not responsible

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Copyright Policy

The Company respects the rights of copyright owners to control the uses of their intellectual property, and requires our users to do the same. You are responsible for complying with all copyright laws while using this Website. You agree that you will not use this Website to infringe the copyrights or other intellectual property rights of others in any way, including but not limited to, copying or distributing copyrighted works.

It is our policy to respond to notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (the "DMCA"), as amended from time to time. If you believe any materials accessible on or from this Website infringe your copyright, you may request removal of those materials (or access to them) from this Website by submitting written notification to our Copyright Agent designated below. In accordance with the Online Copyright Infringement Liability Limitation Act of the DMCA, the written notice (the "DMCA Notice") must include substantially the following: (a) your physical or electronic signature; (b) identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on this Website, a representative list of such works; (c) identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material; (d) adequate information by which we can contact you (including your name, postal address, telephone number and, if available, e-mail address); (e) a statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent or the law; (f) a statement that the information in the DMCA Notice is accurate; and (g) a statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

info@76fireworks.com

Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to

confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident.

WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS

Other than claims filed by you or by the Company in small claims court or by the Company related to protection of the Company's or any of the Company's licensor's intellectual property, you and the Company hereby agree to seek resolution of the dispute only through arbitration of that dispute in accordance with these Terms and to not litigate any dispute in court. Arbitration means that the dispute will be resolved by a neutral arbitrator instead of in a court by a judge or jury. ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A NAMED OR UNNAMED MEMBER IN A CLASS, CONSOLIDATED, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION, UNLESS BOTH YOU AND THE COMPANY SPECIFICALLY AGREE TO DO SO IN WRITING FOLLOWING INITIATION OF THE ARBITRATION.

You acknowledge that the rights granted and obligations made under these Terms to the Company are of a unique and irreplaceable nature, the loss of which shall irreparably harm the Company and which cannot be replaced by monetary damages alone, so that the Company shall be entitled to injunctive or other equitable relief (without the obligations of posting any bond or surety or proof of damages) in the event of any breach or anticipatory breach by you. You irrevocably waive all rights to seek injunctive or other equitable relief, or to enjoin or restrain the operation of this Website, exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Website or any content or other material used or displayed through this Website and agree to limit your claims to claims for monetary damages as set forth above.

General

These Terms shall be governed by and construed in accordance with the laws of the State of Missouri, excluding its conflicts of laws principles. Any legal proceeding arising out of the use of this Website, the Content or any other materials on this Website, or these Terms must be brought in our county (Boone County, Missouri) and must be brought within one year after the claim or cause of action arises or it is barred. By using this Website you agree to submit to the personal and exclusive jurisdiction of the courts or neutral arbitrator located within our county and/or the State of Missouri. You may not assign or transfer your rights or obligations under these Terms, in whole or in part, without our prior written consent. Any attempted assignment in violation of this provision will be null and void and of no force or effect. We may assign our rights and obligations under these Terms freely at any time without notice. Subject to the foregoing, these Terms will bind and inure to the benefit of each party's permitted successors and assigns. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of these Terms constitute a waiver of any subsequent breach or default or a waiver of the provision itself. If any portion of these Terms is found to be unenforceable, such portion will be modified to reflect the parties' intention and only to the extent necessary to make it enforceable, and the remaining provisions of these Terms will remain in full force and effect. These Terms and the Privacy Policy constitute the entire and exclusive understanding and agreement between you and us regarding this subject matter, and supersede any and all prior or contemporaneous agreements or understandings, written and oral.

PRIVACY AND YOUR PERSONAL INFORMATION

For information about the Company's data protection practices, please read the Company's Privacy Policy, which is hereby incorporated into these Terms. This policy explains how the Company treats your personal information when you access and use the Website and related services. The policy may be updated from time to time at our discretion. Changes will be effective upon posting to the Website.