

clean with a soft, slightly damp cloth (use water only).

#### NOTICE - WEARING GAMING GUN STRAP

When using the Gaming Gun strap. Lock and fasten the strap securely. Hold the product firmly. Do not let go of it. Allow adequate room around you during game play.

## End-User License Agreement

THIS IS AN IMPORTANT AGREEMENT THAT APPLIES TO YOUR USE OF THIS RINFIRE GAMING GUN!

If you are under the age of 18 STOP! You must get your parent or legal guardian to read and accept this Agreement.

#### End-User License Agreement

This is an agreement (the "Agreement") between you and Rinfire Inc. (together with its affiliates, "RinFire" or "we" or "our") and provides important information about your access to and use of this RinFire Gaming Gun, its accessories, the Software (defined below), and any services available using this RinFire Gaming Gun (the "Gaming Gun").

Please read this Agreement carefully before using the Gaming Gun. By using the Gaming Gun, you represent that you are 18 years of age or older (or the age of majority where you live) and agree to be bound by this Agreement. By using the Gaming Gun, you acknowledge and agree that you are responsible for any use of the Gaming Gun, including any use of the Gaming Gun by other users, and are responsible for ensuring that all other users of the Gaming Gun comply with the terms of this Agreement and any other applicable terms. If you purchased the Gaming Gun from an authorized retailer but do not agree to the terms of this Agreement, you may return the Gaming Gun for a refund in accordance with the applicable return policy. All other users of the Gaming Gun who do not agree to this Agreement must not use the Gaming Gun. Some of the services available through the Gaming Gun are subject to and governed by separate terms and conditions. We will make such terms and conditions available to you through the applicable service. Your acceptance of such terms and conditions is required for you to use the applicable services in connection with the Gaming Gun.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AND CLASS ACTION WAIVER PROVISION IN SECTION 7 THAT AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT AND WITH RESPECT TO ANY "CLAIM" (AS DEFINED IN SECTION 7) BETWEEN YOU AND RINFIRE. YOU HAVE THE RIGHT TO OPT OUT OF THE PROVISION AS DESCRIBED IN SECTION 7.

### 1 . License Grant/Restrictions.

Subject to the terms of this Agreement, you may use the software, content, and data that came with the Gaming Gun, or that is compatible with or authorized for use in connection therewith, including any updates or replacement to that software, content, or data that we or our authorized providers make available to you (collectively, the "Software"). The Software is licensed, not sold, to you solely for your personal, noncommercial use on the Gaming Gun. You may not publish, copy, modify, reverse engineer, lease, rent, decompile, disassemble, distribute, offer for sale, or create derivative works of any portion of the Software, or bypass, modify, defeat, tamper with, or circumvent any of the functions or protections of the Gaming Gun, unless otherwise permitted by law. Content obtained through the use of an unauthorized device, or through the unauthorized modification of Gaming Gun hardware or software, may be removed. You agree not to use the Gaming Gun in an unlawful manner without our consent.

### 2. Updates.

The Gaming Gun is constantly evolving, and we may update or change the Gaming Gun, in whole or in part. Such updates or changes to all or a portion of the Gaming Gun (an "Update" or "Updates") may be required for you to play games, enjoy features, software or continue to access services available through the Gaming Gun. Some of these Updates may be provided automatically without notice to you. You consent to RinFire providing you with, and installing, automatic Updates to the Gaming Gun in the background with or without notice to you. You agree that any Update is governed by this Agreement.

### 3. Use of Information.

We may use and share information that you give to us and information that we collect when you use our products and/or services ,including the Gaming Gun. This may include personally identifiable information as well as anonymous or aggregate information about your use of the Gaming Gun or the Gaming Gun's performance.

### 4. RinFire Intellectual Property/Reservation of Rights.

RinFire owns all right, title and interest (including all intellectual property rights) in, and has the right to use and sublicense, the RinFire Intellectual Property utilized in connection with the Gaming Gun. "RinFire Intellectual Property" refers to all intellectual property, including but not limited to registered and unregistered trademarks, logos, registered and unregistered designs, copyrights, database rights, inventions, patents, trade secrets, know-how, and other confidential and proprietary information which RinFire developed, owns or is granted a license to use. Neither the sale, transfer, license, nor the use of the Gaming Gun transfers any title or ownership of any of our intellectual property rights, including without limitation the RinFire Intellectual Property. We reserve all rights that we have not expressly granted in this Agreement. RinFire reserves all rights in the RinFire Intellectual Property.

5. Termination.

Your rights under this Agreement will immediately terminate if you do not comply with any term of this Agreement. At the time of any termination of this Agreement, you will immediately cease all use of the Gaming Gun. Our failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of our rights.

6. Disclaimer of Warranties and Limitation of Liability.

(A) THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD OF RINFIRE.

(B) USE OF THE GAMING GUN IS AT YOUR SOLE RISK. RINFIRE IS NOT RESPONSIBLE FOR ANY NON-RINFIRE SITES, SERVICES, APPLICATIONS, CONTENT, DATA, MESSAGES, OR OTHER ITEMS THAT YOU ACCESS, USE, OR SHARE VIA THE GAMING GUN. EXCEPT FOR ANY LIMITED WARRANTY THAT APPLIES TO THE GAMING GUN, NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY RINFIRE OR ITS REPRESENTATIVES CREATES A WARRANTY, THE GAMING GUN IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RINFIRE DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE GAMING GUN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

(C) TO THE MAXIMUM EXTENT PERMITTED BY LAW, RINFIRE WILL NOT BE LIABLE TO YOU FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE GAMING, EVEN IF RINFIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, RINFIRE'S AGGREGATE LIABILITY TO YOU IN CONNECTION WITH ANY CLAIMS ARISING OUT OF OR RELATING TO THE GAMING GUN IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID FOR THE GAMING GUN.

(D) IF A LAW RESTRICTS OUR ABILITY TO LIMIT LIABILITY OR DISCLAIM WARRANTIES. THE LIMITATIONS LISTED ABOVE MAY NOT APPLY TO YOU. IN THAT CASE, WE LIMIT OUR LIABILITY AND DISCLAIM WARRANTIES TO THE GREATEST EXTENT PERMITTED BY LAW.

7. Dispute Resolution; Binding Individual Arbitration; Class Action Waiver.

(A) Our consumer services department is available to address any concerns you may have regarding the Gaming Gun. You may contact them by email at [service@rinfire.com](mailto:service@rinfire.com). Most matters are quickly resolved in this manner to our customer's satisfaction. Any matter we are unable to resolve and all disputes or claims arising out of or relating to this Agreement, including its formation, enforceability, performance, or breach (each, a "Claim"), with the exception of the matters described in section 7(C) below, shall be finally settled by binding arbitration administered by the American Arbitration Association in accordance with the provisions of its

Commercial Arbitration Rules and the supplementary procedures for consumer-related disputes of the American Arbitration Association (the "AAA"), excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all Claims. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. Any such arbitration shall be conducted by the parties in their individual capacities only and not as a class action or other representative action, and the parties waive their right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class-action waiver set forth in the preceding sentence is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth in this Section 7 shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate Claims.

(B) [www.adr.org](http://www.adr.org) or by calling the AAA at +1-800-778-7879. To the extent the initial filing fee for the arbitration exceeds the initial filing fee for a lawsuit, we will pay the difference in fees. If the arbitrator finds the arbitration to be non-frivolous, we will pay all of the actual filing and arbitrator fees for the arbitration, provided your claim is less than \$75,000. The arbitration rules also permit you to recover attorney's fees in certain cases.

(C) Section 7(A) does not apply to any Claim (i) in which a party is attempting to protect its intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights), or (ii) that may be brought in small-claims court.

## 8. Enforcement.

If any part of this Agreement is held to be invalid or unenforceable, that part will no longer apply to the parties but all other parts of the Agreement will remain in effect unless otherwise provided in this Agreement. If we do not enforce any provision of this Agreement, that will not be considered a waiver of our rights. Any waiver of this Agreement must be obtained in a written document signed by an authorized representative of RinFire.

## 9. Governing Law/Venue.

This Section 9 shall apply in the event that a dispute or Claim is not governed by Section 7:

(A) If you reside in the United States or a country other than Canada, this Agreement and any disputes arising in connection therewith shall be subject to and governed by, construed and interpreted in accordance with the laws of the State of Washington, U.S.A., except for its conflict of law rules, and the parties consent to the exclusive jurisdiction of the courts located in King County, Washington, U.S.A.

(B) If you reside in Canada, this Agreement and any disputes arising in connection therewith shall be subject to and governed by, construed and interpreted in accordance with the laws of the Province of British Columbia, Canada, except for its conflict of law rules, and the parties consent to the exclusive jurisdiction of the courts located in British Columbia, B.C., Canada.

By clicking the "Accept" option or by using RinFire Pruduct and Software, you acknowledge that you have read and agree to be bound by the End User License Agreement.





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Youtube.com/RinFire



@RinFireGaming



@rinfiregaming



Rinfire, Inc.

**§ 15.19 Labelling requirements.**

This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.

**§ 15.21 Information to user.**

Any Changes or modifications not expressly approved by the party responsible for compliance could void the user's authority to operate the equipment.

**§ 15.105 Information to the user.**

**Note:** This equipment has been tested and found to comply with the limits for a Class B digital device, pursuant to part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. This equipment generates uses and can radiate radio frequency energy and, if not installed and used in accordance with the instructions, may cause harmful interference to radio communications. However, there is no guarantee that interference will not occur in a particular installation. If this equipment does cause harmful interference to radio or television reception, which can be determined by turning the equipment off and on, the user is encouraged to try to correct the interference by one or more of the following measures:

- Reorient or relocate the receiving antenna.
- Increase the separation between the equipment and receiver.
- Connect the equipment into an outlet on a circuit different from that to which the receiver is connected.
- Consult the dealer or an experienced radio/TV technician for help.

The device has been evaluated to meet general RF exposure requirement. The device can be used in portable exposure condition without restriction.