



USER AGREEMENT

NOTE: PLEASE READ THIS USER AGREEMENT (hereinafter "Agreement") CAREFULLY AND IN ITS ENTIRETY BEFORE PUTTING THE STINGER PRODUCT OR PART THEREOF (hereinafter "the Stinger Product"), AND CORRESPONDING SOFTWARE INTO USE. BY USING THE STINGER PRODUCT AND CORRESPONDING SOFTWARE, YOU AGREE IRREVOCABLY AND UNCONDITIONALLY WITH THE CONDITIONS OF THIS AGREEMENT DRAWN UP BETWEEN YOU AND STINGER USA (hereinafter "Stinger"). IF YOU DO NOT AGREE WITH THE CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT PUT INTO USE THE STINGER PRODUCT AND CORRESPONDING SOFTWARE.

1. Disclaimer

You hereby declare that you are aware of the fact that Stinger neither implicitly nor explicitly encourages and/or enables any breach of the currently applicable laws and regulations. You expressly agree that it is your responsibility at all times to remain informed of all currently applicable laws and regulations, and that it is solely your responsibility and obligation to comply with these laws and regulations. You expressly agree that you shall not hold Stinger liable or responsible for the unauthorized, unlawful and/or illegal use of the Stinger Product and corresponding software, nor for any other violation of the currently applicable laws and regulations committed by you.

You declare that you shall not hold Stinger liable for any personal injury, injury or damage of a third party, directly or indirectly. Neither shall you hold Stinger liable for damages as a result of loss of turnover, loss of data or interference to business operations, or for any other commercial and/or tax loss as a result of, or related to, your use or inability to put into use the Stinger Product and/or corresponding Stinger software, irrespective of cause, and irrespective of the grounds for liability (non-compliance, unlawful act or otherwise), even if Stinger could have been aware of the likelihood of damage.

You declare that you shall not hold Stinger liable for any form of ensuing and/or consequential damage.

2. Software License Agreement

You hereby declare to agree, and be familiar, with the contents of the Stinger Software License Agreement - see us.stinger.com/the-small-print/ - which governs all Stinger Product software.

3. Warranty conditions

You hereby declare to agree, and be familiar, with the contents of the Stinger Warranty Statement - see us.stinger.com/the-small-print/ - which governs all the Stinger Product warranty conditions.

4. Governing Law, Dispute Resolution, Divisibility

You agree that all matters relating to this User Agreement, including all disputes, will be governed by the laws of Florida, U.S.A., and U.S. Federal law. You agree that, for as much as allowed by judicial law, all court proceedings will be held at the competent court in Florida, U.S.A., unless, and at Stinger's sole discretion, otherwise elected by Stinger. Should any stipulation of this agreement or any part thereof be declared null and void or otherwise non-binding by a competent court, the other stipulations of this agreement shall remain in full force.



5. Complete Agreement

This Agreement contains the complete Agreement between Stinger and the end-user pertaining to the use of the Stinger Product and, with regard to the use of the Stinger Product, shall prevail over all previous or simultaneous Agreements pertaining to this issue. With regard to the software supplied with the Stinger Product is governed by the provisions of the Stinger Software License Agreement. Any amendments or alterations to this Agreement are only valid insofar as they have been drawn up in writing and signed by a Stinger board member.

6. Language

This Agreement has been translated into several languages to satisfy local requirements. In the event of discrepancies between the English version and other versions, the English version of the Agreement shall apply.