

TERMS OF SERVICE

Last Modified: March, 2024

1. **ACCEPTANCE OF SERVICE AND AGREEMENT TO TERMS.** These Terms of Service constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and Combat Sales (“Company,” “we,” “us,” or “our”), concerning your access to and use of the combat sales website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Site”). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY. Please ensure that you check the applicable Terms every time you use our Site so that you understand which Terms apply. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Service are posted.
1. **SERVICES AND CUSTOMER’S OBLIGATION.**
 1. 2.1.Services- Customers can avail the services through www.combatsales.com
 2. 2.2.Obligation and representation of the Customer:
 - i. Registration - You must create an Account and subscribe for the Services at [Insert Website Name] in order to use the Services. You are in charge of maintaining an Account once you've created one and safeguarding its login information. You acknowledge that effective communication with us depends on your prompt notification of any changes to the information you have provided.
 - ii. You hereby acknowledge that You are (i) at least 18 years old; (ii) legally able to bind yourself or the party you may be representing to our Terms; and (iii) agree to use the Service only for purposes that are allowed by these Terms of Service. There may be usage restrictions and limitations on the services we offer. You must make sure you adhere to these constraints and limitations.
 - iii. You represent that you will not use the Site for any illegal or unauthorized purpose; and that your use of the Site will not violate any applicable law or regulation. If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).
1. **SITE MANAGEMENT.** We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Service; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof; (4) in our sole discretion and without limitation, notice, or liability, to remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (5) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site. We will make every effort to offer you with services that adhere to our privacy policy and any applicable documentation.
1. **PROHIBITED ACTIVITIES.** The Site may only be accessed and used for the purposes for which it is intended by us. As a user of the Site, you agree not to:
 - i. Copy, modify, reuse, license, sub-license, sell or transfer in any manner, commercially or otherwise, the Services offered by the Site.
 - ii. disassemble, reverse engineer or decompile the Services or Software or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to or provided with the Services;
 - iii. access the Services in order to develop a competing product or service;
 - iv. use the Service to provide a service for others;
 - v. remove or modify a copyright or other proprietary rights notice on or in the Services;
 - vi. violate any Applicable Law;

- vii. disable, hack or otherwise interfere with any security, digital signing, digital rights management, verification or authentication mechanisms implemented in or by the Services;
 - viii. intentionally include, send, store or run software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs from the Services;
 - ix. intentionally cause a computer to malfunction, regardless of how long the malfunction persists;
 - x. alter, disable, or erase any computer data, computer programs or computer software without authorization; or
 - xi. introduce information through our Platform which places confidentiality burden that is not agreed upon between you; or
 - xii. Except as permitted by applicable law, decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site; or
 - xiii. Any other activity that threatens the existence of Combat Sales LLC.
1. **INTELLECTUAL PROPERTY RIGHTS.**

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. Provided that you are eligible to use the Site, you are granted a limited license to access and use the Site and to download or print a copy of any portion of the Content to which you have properly gained access solely for your personal, non-commercial use. We reserve all rights not expressly granted to you in and to the Site, the Content and the Marks.

1. **PROPRIETARY RIGHTS.**

- 1. 6.1. OWNERSHIP AND RESERVATION OF RIGHTS TO COMBAT SALES INTELLECTUAL PROPERTY. All of the rights, titles, and interests in and to the Service, as well as all associated intellectual property rights, are owned by Combat Sales and its licensors. Combat Sales retains all rights, titles, and interests in and to the Service, including all Intellectual Property Rights, subject to the specific limited rights that are expressly given to you in accordance with these Terms of Service. To be clear, Customer does not have any ownership stake in the Service.
- 2. 6.2. OWNERSHIP OF CUSTOMER DATA. As between Combat Sales and Customer, Customer owns Customer Data.
- 3. 6.3. GRANT OF RIGHTS.

(a) **By Combat Sales.** Combat Sales hereby grants you a non-exclusive, non-transferable, non-sublicensable, worldwide right to use the Service solely during the Term and only for your internal business needs, subject to your Subscription requirements and the Terms.

(b) **By Customer.**

i. You acknowledge that all such data may be handled by a third party without further authorization from you for the following reasons: (A) the third party's own lawful business purposes; (B) our business purposes, including transaction processing, data monitoring, or storage; or (C) regulatory or other requirements imposed on us in Atlanta, Georgia, the United States of America, or in any other jurisdiction in which we offer services or may otherwise choose to store or process data.

iii. **Aggregated Information.** As long as such usage complies with applicable law and does not divulge any confidential information or the identity of an authorized user to a third party, we will own all aggregated

information and may use it for any purpose we see fit, including but not limited to publication and the creation of derivative works from the information.

iv. **Input by Customer.** Any Customer Input may be used or incorporated into Services under a licence granted to us that is irrevocable, royalty-free, transferable, worldwide, and sublicensable. You are not required to offer customer input. We reserve the right to delete, move, and amend any customer input submitted if we determine in our sole and absolute discretion that doing so is appropriate or required, even though we do not seek to monitor or control the submission of customer input.

1. **DISCLAIMER.** THE SITE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SITE AND OUR SERVICES WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE, ANY HYPERLINKED WEBSITE, OR ANY WEBSITE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE. LIMITATIONS OF LIABILITY IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
1. **INDEMNIFICATION.** You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the Site; (3) breach of these Terms of Use; (4) any breach of your representations and warranties set forth in these Terms of Use; (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the Site with whom you connected via the Site. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.
1. **LIMITATION OF LIABILITY.** IN NO EVENT WILL COMBAT SALES OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST

PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

1. **TERM AND TERMINATION.** These Terms of Use shall remain in full force and effect while you use the Site. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION. If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

1. **GENERAL PROVISIONS.**

11.1 **Definitions.** Terms used in these Terms of Service shall have the following meanings:

(a) "Account" means the user account, which includes a username and password, associated with a Customer on our Platform to access and use the Service;

(b) "Aggregated Information" means all data that has been anonymized after being obtained from your use of the services, including use data, performance metrics, data, and other content, provided that none of this data can be used to identify you or another user.

(c) "Applicable Laws" means all statutes, codes, rules, regulations, bylaws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, guidelines, or any provisions of the foregoing, including common and civil law and equity general principles, binding on or affecting the Person referred to in the context in which such word is used;

(d) "Content" means all information, data, and content found in any such material, including but not limited to any and all videos, music, sounds, images, live streams, documentation, reports, materials, files, text, images, logos, artwork, graphics, pictures, advertisements, works, and any other works of authorship;

(e) "Customer Data" means any non-anonymized electronic data that is gathered and/or processed about the Customer, the Users, and the Users using the Service, including personal data, login credentials, and other data relevant to such parties' usage of the Service;

(f) "Documentation" means the operating and usage instructions for the Services that Combat Sales provides to Customer in accordance with these Terms of Service, as updated from time to time by Combat Sales;

(g) "Intellectual Property" includes patents, patent applications, trade practices, technical know-how, copyright, service marks, certificates of invention, utility models, continuations, continuations-in-part, provisional, divisions, reissues, renewals, re-examinations, and extensions of innovations, discoveries, or improvements (whether or not reduced to practise); whether presently existent, including the right to request registrations, certifications, or renewals with respect to them, the right to pursue, enforce, and seek restitution..

(h) "Intellectual Property Rights" means any rights related to Intellectual Property.

(i) "Person" means a natural person, a business, a government, or any other legal, business, or governmental entity, including, but not limited to, a corporation, general partnership, joint venture, limited partnership, limited liability company, trust, business association, group acting jointly, or any individual acting in a representative capacity;

(j) "Platform" means the software, code, hardware, and servers utilised in the administration and delivery of the Services, including the Software and Documentation;

(k) "Service" means any solution or product we make available through our platform, as well as any related content. By "Services," we refer to a variety of services.

(l) "Software" includes software products used in connection with the Service, such as the dashboard, reporting centre, and chat agent for Combat Sales, and may include code that is made available or distributed with the Software, as appropriate, under the terms of third-party licence agreements, including open source;

(m) "Users" refers to users who access or view customer content as well as the customer's employees, representatives, consultants, contractors, or agents who are permitted to use the services in the customer's favour and who have individual user IDs and passwords for the services;

(n) "User Data" means the electronic information that the Service collects and analyses about the traits and behaviours of Users (including personal data about such Users) in relation to how they use or view Customer Content.

11.2 Permission for Communication. We communicate with you through email and other technological channels. You acknowledge and agree that by giving us your email address or other personally identifying data while using or before accessing the Services, you: (i) agree to receive communications from us, our Affiliates, and applicable Users in electronic formats, such as through the email address you have provided, SMS messages to your phone, or other pre-arranged methods of contact; (ii) have the option to stop receiving communications from any such party at any time by following the procedures on our website, but we do not assume any responsibility for any communication from another party to you, especially if you have provided your email address.

11.3 Modification of our Terms. We reserve the right, at our sole discretion, to amend these Terms of Service at any time. We will ensure the Terms, which are available on our Website, show the date of last amendment. Your continued use of our Services shall constitute your (i) affirmative acknowledgement of our most current Terms, and (ii) agreement to abide and be bound by our Terms, as amended. If at any time you choose not to accept our revised Terms, then please do not use the Services and as applicable, terminate your Subscription and Account in accordance with the Terms.

11.4 Governing Law. Our Terms and any access to or use of the Services shall be governed by, and construed in accordance with the internal laws of the Province of Atlanta and the federal laws of Georgia, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the province of Ontario.

11.5 Waiver of Class Proceedings. You hereby relinquish any claim, dispute, or controversy that may have given rise to a right you may have to bring or take part in a class action lawsuit against us, and, where applicable, you and any Users hereby agree to withdraw from any class action lawsuit that may have been brought against us in the past.

11.6 Severability. The remaining portion of our Terms or the application of such portion of provision in circumstances other than those for which it is so declared illegal or unenforceable shall not be affected if any portion or provision of our Terms is to any extent found to be unlawful or unenforceable by a court of competent jurisdiction. Each portion and provision of our Terms shall be valid and enforceable to the fullest extent permitted by law.

11.7 Notices. Any notice to us, including those regarding termination, should be made in writing by certified postal mail to _____, unless otherwise specified in our Terms or as expressly required by law. Any notice to you will be sent to the email address that is most current on your Account.

11.8 Other Rules of Interpretation. The word "or" is not exclusive; the terms "including," "including," and "include" mean "including without limitation;" and "shall" means "will" and "must," all three of which can be changed interchangeably and shall not mean "may." Any reference to gender encompasses all genders.

11.9 No Waiver of Covenants. Any covenant, agreement, term, provision, or condition contained in the Terms will not be understood as having been waived or renounced if we fail to insist on strict compliance with them or if we fail to exercise any choice. Instead, they will continue to be in full force. We cannot be assumed to have waived anything unless it is in writing.

11.10 **Entire Agreement and Priority.** All earlier communications, agreements and understandings, whether written or oral, with respect to the subject matter of our Terms are superseded by these Terms of Service, any subscription order form terms and conditions, and our Privacy Policy, which are all included by reference. If there is a discrepancy between the Terms and an order form, the Terms' terms and conditions will take precedence.

1. **MISCELLANEOUS.** These Terms of Use and any policies or operating rules posted by us on the Site or in respect to the Site constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Use shall not operate as a waiver of such right or provision. These Terms of Use operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms of Use is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Use and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms of Use or use of the Site. You agree that these Terms of Use will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Use and the lack of signing by the parties hereto to execute these Terms of Use.
1. **CONTACT US.** In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

Combat Sales: _____

Email: hello@combatsales.com