

Please read the following Terms of Service Agreement carefully. By continuing with the registration to 3rd Armor, you acknowledge that you have read this Terms of Service Agreement, understand it, and agree to be bound by it.

**3RD ARMOR
USER TERMS OF SERVICE**

Last updated: [DATE UPDATED]

Welcome to 3rd Armor. 3rd Armor, LLC (“**3rd Armor**,” “**we**,” “**our**,” or “**us**”) makes our 3rd Armor platform and all software, services, content, and materials related to this platform or made accessible to you in connection with our platform, products, or services (collectively, our “**Service**”) available for your use subject to the terms and conditions in these User Terms of Service (the “**Terms**”). By accessing or using our Service in any way, including, without limitation, by clicking “I accept” when presented with these Terms in connection with the Service, you agree to be bound by these Terms. If you do not accept any of the terms of these Terms and/or you do not meet or comply with its provisions, you may not use our Service.

1. SERVICE

- 1.1. Grant of License.** On the condition that you comply with all of your obligations under these Terms, and subject to any additional terms which we may present to you regarding certain features or functions of the Service or in any third-party licenses applicable to our Service, we hereby grant to you a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use our Service for your internal business organizations. We reserve all rights not otherwise expressly granted by these Terms. If you do not comply with these Terms, we reserve the right to revoke any license granted in these Terms and limit your access to our Service. Any use of our Service that exceeds the rights expressly granted in these Terms is strictly prohibited and constitutes a violation of these Terms, which may result in the termination of your right to access and use our Service. Any third-party software included in our Service is licensed subject to the additional terms of the applicable third-party license.
- 1.2. Modification.** We may discontinue or alter any aspect of our Service, restrict the time our Service is available, and restrict the amount of use permitted at our sole discretion and without prior notice or liability to you. We may also install bug fixes, updates, patches, and other upgrades to our Service without prior notice or liability to you. Your only remedy is to discontinue using our Service if you do not want a modification we make to our Service.
- 1.3. Removal of Access.** Your access to our Service is provided on a temporary basis with no guarantee of future availability or continued right to access. You agree that we may immediately suspend or terminate your access to our Service or any part thereof for any reason, in our reasonable discretion. Cause for such measures include, without limitation: (1) breach or violation of these Terms, or other incorporated agreements or guidelines; (2) discontinuance or material modification to our Service; (3) unexpected technical or security issues or problems; (4) extended periods of inactivity; or (5) your engagement in fraudulent or illegal activities. You further agree that such measures may be taken in our sole discretion and without liability to you or any third party.
- 1.4. Defects and Availability.** We use commercially reasonable efforts to maintain our Service, but we are not responsible for any defects or failures associated with our Service, any part thereof, or any damages (such as lost profits or any other consequential or indirect damages) that may result from any such defects or failures. Our Service may be inaccessible or inoperable for any reason, including, without limitation: (1) equipment malfunctions; (2) periodic maintenance procedures or repairs which we may undertake from time to time; or (3) causes beyond our reasonable control or which we could not reasonably foresee. You understand that our Service is provided over the Internet, so the quality and availability of our Service may be affected by factors outside of our control. Our Service is not intended to be available 100% of the time and we do not make any representations, warranties, or guarantees regarding the reliability or availability of our Service. We do not represent, warrant, or guarantee that our Service will always be available or is completely free of human or technological errors. We will not be liable to you or any third party for damages or losses related to our Service being unavailable.
- 1.5. Restrictions.** You may not: (1) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party any portion of our Service in any way, including any 3rd Armor Materials or other data contained therein; (2) copy, modify, adapt, alter, translate, create derivative works, reverse engineer, decompile, disassemble, or otherwise attempt to learn the source code, structure, or ideas upon which our Service is

based; (3) use our Service or 3rd Armor Materials to develop a competing service or product; (4) use any device, software, or routine intended to damage or otherwise interfere with the proper functioning of our Service, servers, or networks connected to our Service or take any other action that interferes with any other person's use of our Service; (5) decrypt, transfer, create Internet links to our Service, or "frame" or "mirror" our Service on any other server or wireless or Internet-based device; (6) use or merge our Service or any component thereof with other software, databases, or services not provided or approved by us; (7) circumvent or attempt to circumvent any electronic protection measures in place to regulate or control access to our Service; (8) use our Service for unlawful purposes; (9) develop, distribute, or sell any software or other functionality capable of launching, being launched from, or otherwise integrated with our Service; (10) use any bot, spider, or other automatic or manual device or process for the purpose of harvesting or compiling information on our Service for any reason; (11) access or attempt to access any other user's account; (12) use any 3rd Armor Materials made available through our Service in any manner that misappropriates any trade secret or infringes any copyright, trademark, patent, rights of publicity, or other proprietary right of any party; (13) introduce into our Service any virus, rogue program, Trojan horse, worm or other malicious or intentionally destructive code, software routines, or equipment components designed to permit unauthorized access to or disable, erase, or otherwise harm our Service, or perform any such actions; (14) introduce into our Service any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of an unauthorized person; (15) delete, modify, hack, or attempt to change or alter our Service, 3rd Armor Materials, or notices on our Service; (16) connect to or access any 3rd Armor computer system or network other than our Service; (17) impersonate any other person or entity to use or gain access to our Service.

1.6. Prosecution. We reserve the right to investigate and prosecute violations of any of the above to the fullest extent of the law. We may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms.

2. MATERIALS AND DATA ON OUR SERVICE

2.1. 3rd Armor Materials. Our Service may include or provide access to material or information provided by us or third parties, and may allow you to access data, documents, works, methods, processes, assessments, surveys, or reports that are provided or used by 3rd Armor in connection with our Service (collectively, the "**3rd Armor Materials**") whether or not protected by intellectual property laws. You are not acquiring any rights in or to the 3rd Armor Materials other than a non-exclusive right to access and use the 3rd Armor Materials solely in accordance with these Terms and solely in connection with your use of our Service. You understand and agree that 3rd Armor's rights in any 3rd Armor Materials are valid and protected in all forms, media, and technologies existing now or developed in the future. You may not obscure or remove any proprietary rights notices contained in or on the 3rd Armor Materials.

2.2. User Content License. Our Service includes features that allow you to upload, submit, store, or send data, information or content through our Service (collectively, "**User Content**"). By submitting User Content to our Service, you grant 3rd Armor a transferable, nonexclusive, worldwide, perpetual, irrevocable, royalty-free right and license to use, reproduce, modify, edit, adapt, publish, translate, display, distribute, sublicense through multiple tiers, dispose of, assign, create derivative works of, and compilations incorporating User Content for the purposes of: (i) providing our Service, and (ii) carrying out other lawful business purposes, including but not limited to the creation of aggregated and de-identified data derived from User Content. We reserve the right to remove User Content from our Service at any time and for any reason without notification to you. **YOU AGREE THAT YOU WILL EVALUATE AND BEAR ALL RISK RELATED TO THE USE OF, OR ANY ACTIVITIES ASSOCIATED WITH, USER CONTENT THAT YOU POST OR PROVIDE THROUGH OUR SERVICE. THE RESULTS OF ANY ACTIONS YOU TAKE BASED ON USER CONTENT, 3rd Armor MATERIALS, OR OTHER CONTENT YOU FIND ON OUR SERVICE ARE SOLELY YOUR RESPONSIBILITY. UNDER NO CIRCUMSTANCES WILL WE BE LIABLE IN ANY WAY FOR USER CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF ANY USER CONTENT PROCESSED THROUGH OUR SERVICE.**

2.3. User Content Restrictions. You may not upload, post, or transmit any User Content that: (1) would violate or infringe the proprietary, privacy, publicity, or intellectual property rights of 3rd Armor or any third party; (2) is obscene, defamatory, threatening, harassing, abusive, libelous, hateful, or harmful to any other person or entity; (3) violates any applicable law, statute, ordinance, or regulation; (4) puts in jeopardy the security of your account, 3rd Armor or our Service; or (5) promotes or displays any of the following content: (a) pornography; (b) violence; (c) racial intolerance or advocacy against any individual, group, or organization; (d) profanity; or (e) illicit drugs and drug paraphernalia. We reserve the right, but have no obligation, to pre-screen, review, flag, filter, modify, refuse, and remove any and all User Content from the Service. You understand and expressly acknowledge that by using our Service you may be exposed to content that you find offensive, indecent, or objectionable and that we will not be liable to you or any other person or

entity for your consumption of any content on our Service.

- 2.4. Feedback.** We welcome your comments, feedback, information, or materials regarding our Service or any of our other products or services (collectively, “**Feedback**”). Your Feedback will become our property upon your submission to us. By submitting your Feedback to us, you agree to assign, and hereby irrevocably assign to us, all right, title, and interest in and to the Feedback and all copyrights and other intellectual property rights embodied in such Feedback on a worldwide basis. We will be free to use, copy, distribute, publish and modify your Feedback on an unrestricted basis, without compensation to you. Moreover, you hereby assign or waive, as the case may be, any moral rights that you may have in or to the Feedback.
- 2.5. Links; Third Party Materials.** Our Service may include links to other websites or resources on the Internet, or utilize our Service or content of other third parties (collectively, “**Third Party Materials**”). Because we have no control over Third Party Materials or the administration of Third Party Materials by the third parties that provide them, you acknowledge and agree that we are not responsible for the availability of such materials, and we do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such Third Party Materials or for any privacy or other practices of the third parties operating those websites or providing such materials. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by, in connection with, resulting from your use of or reliance on any such Third Party Materials available on or through any such website or resource. We strongly encourage you to review any separate terms of use and privacy policies governing use of these third party websites and Third Party Materials.
- 2.6. Ownership of Intellectual Property.** 3rd Armor or its licensors exclusively own all right, title and interest in and to our Service, the 3rd Armor Materials, and Feedback, including but not limited to, all ideas, inventions, inferences, discoveries, source and object software code, developments, derivative works, enhancements, upgrades, fixes and patches, formats and processes, and all images, trademarks, service marks, logos and icons displayed or related therein or thereto (collectively, “**3rd Armor IP**”). Except as expressly provided herein, you have no right, license, or authorization with respect to any of the 3rd Armor IP. You shall not assert any claims to the contrary or otherwise do anything inconsistent with the allocation of ownership herein, including, but not limited to, challenging the validity of the authorizations or any intellectual property rights granted herein. In the event you are ever deemed to be the owner of any of the 3rd Armor IP, you shall immediately take all necessary steps to evidence, transfer, perfect, vest, or confirm 3rd Armor’s right, title and interest in the 3rd Armor IP. 3rd Armor is not transferring or granting to you any right, title, or interest in or to (or granting you any license or other permissions in or to) any 3rd Armor IP. The sole exception of the foregoing reservation of rights are the limited rights granted to you to use our Service, and which shall automatically terminate upon expiration or termination of these Terms. Any unauthorized use of any 3rd Armor IP, whether owned by us or other parties, may violate copyright laws, trademark laws, privacy and publicity laws and communications regulations and statutes. Trademarks owned by third parties are the property of those respective third parties.

3. *ACCOUNTS*

- 3.1. Eligibility. YOU MUST BE AT LEAST AGE THIRTEEN (18) TO USE OUR SERVICE.** BY ACCESSING, USING AND/OR SUBMITTING INFORMATION TO OR THROUGH OUR SERVICE, YOU REPRESENT THAT YOU ARE NOT YOUNGER THAN AGE 18. IF YOU ARE THE PARENT OR LEGAL GUARDIAN AND CONSENT TO YOUR MINOR CHILD’S ACCESS TO AND USE OF OUR SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS ON BEHALF OF YOURSELF AND YOUR MINOR CHILD. WE ENCOURAGE YOU TO INVESTIGATE COMMERCIALY AVAILABLE PARENTAL CONTROL PROTECTIONS (SUCH AS COMPUTER HARDWARE, SOFTWARE OR FILTERING SERVICES) THAT MAY ASSIST YOU IN LIMITING ACCESS TO MATERIAL CONSIDERED HARMFUL TO MINORS.
- 3.2. Registration.** Access to our Service requires you to be registered with us via a 3rd Armor-generated registration process. This form will require you to provide certain requested information (which may include personal information) that may also constitute User Content hereunder. At such time, you will be provided with an account and login information, including a username and password to successfully complete the registration process. You are the only person authorized to access and use your account. For more information about our collection of personal data about you in connection with account registration on our Service, please review our Privacy Notice on website: www.3rd-armor.com
- 3.3. Unauthorized Use and Information Changes.** You are responsible for maintaining the confidentiality of your username and password and are fully responsible for all activities that occur under your username and password. You also agree that you will provide truthful and accurate information during the registration process. We may refuse to grant you a particular username for any reason, including, without limitation, if we have reason to believe that such username

impersonates someone else, is protected by trademark or other proprietary rights, or is vulgar or otherwise offensive.

3.4. Storing Credentials. Our Service may allow you to store your login credentials in your web browser or in our mobile app or on your Mobile Device so that you can be automatically logged in each time you access our Service. If someone else has access to your computer, web browser or mobile device, the automatic login feature will allow that person to have access to your account. You are responsible for any damages to 3rd Armor or our Service resulting from unauthorized access to our Service from your account and we will have no liability to you or any third party for damages or loss related to such unauthorized access or use.

3.5. Mobile Use. Your contract with your mobile network provider (“**Mobile Provider**”) will continue to apply when accessing or using our Service on your mobile device (“**Mobile Device**”). You understand that your Mobile Provider may charge you fees for your use of its network connection services while accessing or using our Service, for data downloading, e-mail, text messages, for roaming, and other Mobile Provider or third-party charges. **YOU ACCEPT RESPONSIBILITY FOR ALL MOBILE PROVIDER FEES.**

4. REPRESENTATIONS

4.1. Representations. You hereby represent and warrant that: (1) you (a) are at least the age of 18; (b) have the power and authority to enter into and perform your obligations under this Agreement, and (c) if you are accepting these Terms on behalf of an organization, you have the ability to bind your organization to these Terms; (2) all information provided by you to us is truthful, accurate and complete; (3) you will comply with the terms and conditions of this Agreement and any other agreement to which you are subject that is related to your use of our Service, your Feedback, or any part thereof; (4) if applicable, you have provided and will maintain accurate and complete information with us, including, without limitation, your legal name, email address, and any other information we may reasonably require; (5) your access to and use of our Service or any part thereof will not constitute a breach or violation of any other agreement, contract, terms of use or any law or regulation to which you are subject; (6) you will immediately notify us in the event that you learn or suspect that the contact information you provided to us has been disclosed or otherwise made known to any other person; (7) you will not use our Service in order to gain competitive intelligence about us, our Service, or any product or service offered via our Service or to otherwise compete with us; (8) your User Content does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and constitutes an original work of authorship by you, and (9) (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

4.2. Feedback Representations. In the event you provide any Feedback via our Service, you hereby make the following additional representations and warranties to us: (1) you are owner of such Feedback or otherwise have the right to grant us the licenses or assignments granted pursuant to this Agreement; (2) you have secured any and all consents necessary to provide the Feedback and to grant the foregoing licenses or assignments; (3) the Feedback does not violate the rights of any third party, including, without limitation, the intellectual property, privacy or publicity rights of any third party, and such Feedback does not contain any personally identifiable information about third parties in violation of such parties’ rights; (4) the use of any Feedback will not result in harm or personal injury to any third party; and (5) all factual information contained in the Feedback is true and accurate.

5. PAYMENT

5.1. Orders. All orders for the Service (each, an “**Order**”) placed by you are subject to our acceptance. All Orders shall, at a minimum, identify the Service purchased, quantities, price, and taxes. We reserve the right to cancel or refuse any Order for any reason at any time, including after an Order has been submitted, whether or not the Order has been confirmed. The price of the Services are those prices specified on our Service and in the Order. Prices for the Service are subject to change without notice at any time.

5.2. Payment. To place an Order, you will be required to provide information regarding your credit card or other payment instrument (“**Payment Method**”). You represent and warrant that such information is true and that you are authorized to use the Payment Method. You hereby authorize us through our third-party payment processor to bill your Payment Method. If any bank or other financial institution refuses to honor any payment of yours, we may charge you a fee up to the maximum amount permitted under applicable law. By providing a Payment Method, you may authorize us to keep such Payment Method on file and charge you the fees, charges, or other amounts related to your Order. If you want to use a different Payment Method than the one you signed up to use during registration, or if there is a change in your credit card validity or expiration date, you may edit your Payment Method information by logging in to your account and viewing your account details. If your Payment Method expires and you do not edit your Payment Method information or

cancel your account, you authorize us to charge you for any Service purchased, and you will remain responsible for any uncollected amounts. Please visit your account page if you would like to receive more detailed account history or billing information, if you believe there are any billing errors, or if you have any other questions related to your account history or bill. Unless otherwise provided by law, you must still pay any disputed charges until the dispute is resolved.

5.3. Payment Services Provider. We use Stripe, Inc. and its affiliates as the third party service provider for payment services (e.g., card acceptance, merchant settlement, and related services). By placing an Order, you agree to be bound by Stripe's Privacy Policy (currently accessible at <https://stripe.com/us/privacy>) and its Terms of Service (currently accessible at <https://stripe.com/us/terms>) and hereby consent and authorize us and Stripe to share any information and payment instructions you provide to the minimum extent required to complete your transactions.

5.4. Taxes. As applicable, you are responsible for, and agree to pay, all taxes, fees, and surcharges set by any governmental agency or taxing authority. You agree to indemnify and hold us harmless for any liability for tax in connection with the purchase of Services.

6. DISCLAIMERS OF WARRANTY

6.1. SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE," AND AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT OUR SERVICE (INCLUDING THE 3RD ARMOR MATERIALS) WILL MEET YOUR REQUIREMENTS, THAT USE OF THE FOREGOING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS OBTAINED FROM THE USE OF THE FOREGOING OR ANY INFORMATION OR CONTENT FOUND ON OUR SERVICE WILL BE ACCURATE OR RELIABLE, THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF OUR SERVICE WILL BE CORRECTED, THAT OUR SERVICE AND ANY CONTENT OR INFORMATION FOUND ON OUR SERVICE WILL BE VIRUS-FREE, OR THAT THE QUALITY OF ANY INFORMATION, CONTENT, OR OTHER MATERIALS OBTAINED THROUGH OUR SERVICE WILL MEET YOUR EXPECTATIONS. 3rd Armor WILL HAVE NO LIABILITY REGARDING ANY LOSS OF DATA.

6.2. CONTENT. ANY CONTENT OR OTHER MATERIALS, INCLUDING THIRD PARTY CONTENT OR MATERIALS, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF OUR SERVICE IS DONE AT YOUR SOLE RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU THROUGH OUR SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

6.3. "BETA" FEATURES. IF YOU HAVE BEEN DESIGNATED AS A BETA TESTER FOR OUR SERVICE, OR IF WE DESIGNATE A FEATURE AS "BETA", "PRE-RELEASE", OR ANY SIMILAR TERM, THE FOLLOWING APPLIES TO YOU: FROM TIME TO TIME, 3rd Armor MAY OFFER NEW "BETA" FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES AND WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT COMPANY'S SOLE DISCRETION AND WITHOUT LIABILITY TO YOU. THE PROVISIONS OF THIS SECTION APPLY WITH FULL FORCE TO SUCH FEATURES OR TOOLS.

7. INDEMNITY; LIMITATION OF LIABILITY

7.1. Indemnity. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESSI WIN GAMES,OUR AFFILIATES, AND ALL OF THEIR OFFICERS, MEMBERS, MANAGERS, EMPLOYEES,SERVICE PROVIDERS,LICENSORS, AND AGENTS(COLLECTIVELY, "**RELEASED PARTIES**") FROM AND AGAINST ANY AND ALLFIRST-PARTY AND THIRD-PARTY CLAIMS, LIABILITIES, DAMAGES, LOSSES, DEMANDS, OR EXPENSES, INCLUDING ATTORNEY'S FEES AND COSTS AND EXPENSES, ARISING OUT OF OR IN ANY WAY CONNECTED WITH: (A) YOUR USE OF OURSERVICE, (B) YOUR VIOLATION OFTHESE TERMS, (C) ANY USER CONTENT YOU PROVIDE THROUGH OURSERVICE, (D) YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF ANY THIRD PARTY, AND (E) YOUR NEGLIGENCE OR WILLFUL MISCONDUCT.

7.2. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL RELEASED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY WITH RESPECT TO ITS OBLIGATIONS UNDER THESE TERMS OR OTHERWISE FOR LOST PROFITS, LOSS OF DATA, WORK STOPPAGE, PERSONAL INJURY, DEATH, OR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH OUR SERVICE, OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING OUR SERVICE. IN ANY EVENT, THE TOTAL MAXIMUM AGGREGATE LIABILITY UNDER THESE TERMS FOR THE USE OF ANY OR ALL PARTS OF OUR SERVICE IN ANY MANNER WHATSOEVER SHALL BE LIMITED TO THE FEES PAID BY YOU IN THE THREE (3) MONTHS PRIOR TO THE DATE ANY CLAIM ARISES.

8. DISPUTE RESOLUTION AND GOVERNING LAW, JURISDICTION AND COSTS

8.1. Governing Law. These Terms will be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Delaware without reference to its conflicts or choice of law principles. Any arbitration or court proceeding will take place in Cook County, Illinois, and you hereby consent to the exclusive jurisdiction and venue of the state or Federal courts in Cook County, Illinois. You irrevocably submit and consent to the personal jurisdiction of such courts.

9. MISCELLANEOUS

9.3. Copyright Infringement. It is our policy to terminate membership privileges of any user who repeatedly infringes copyright upon prompt notification to us by the copyright owner or the copyright owner's legal agent. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Service of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for our Copyright Agent for notice of claims of copyright infringement is as follows: sales@3rd-armor.com

9.4.Term. These Terms is effective upon your acceptance and will continue in full force until terminated by you or us. You may terminate these Terms at any time by immediately discontinuing all access to our Service. Termination or cancellation of these Terms will not affect any right or relief to which we may be entitled at law or in equity. We reserve the right to terminate these Terms at any time and for any reason without prior notice to you. Further, you agree that we will not be liable to you or any third-party for any termination or suspension of your access to our Service or any part thereof.

9.5.Independent Contractors. You understand and expressly agree that you and 3rd Armor are independent contractors and not agents or employees of the other party. Neither you nor 3rd Armor has any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

9.6.Consent to Do Business Electronically. We use and rely upon electronic records and electronic signatures for the execution and delivery of these Terms and any other agreements, undertakings, notices, disclosures or other documents, communications or information of any type sent or received in accordance with these Terms and in performing our obligations and exercising our rights under these Terms. Neither you nor 3rd Armor will prevent or inhibit in any way the other party from printing, saving, or otherwise storing electronic records sent or otherwise made available to the other party. You agree not to contest the authorization for, or validity or enforceability of, electronic records and electronic signatures, or the admissibility of copies thereof, under any applicable law relating to whether certain agreements, files, or electronic records are to be in writing or signed by you to be bound thereby. You will bear your own costs and expenses in conducting business electronically, and will undertake all steps necessary, including software, hardware, and other equipment upgrades and purchases, in order to be able to conduct business electronically.

9.7.Equitable Relief. You agree that breach of the provisions of these Terms would cause irreparable harm and significant injury to us which would be both difficult to ascertain and which would not be compensable by damages alone. As such, you agree that we have the right to enforce the provisions of these Terms by injunction (without necessity of posting bond), specific performance, or other equitable relief without prejudice to any other rights and remedies we may have for your breach of these Terms.

9.8. Entire Agreement. These Terms and any hyperlinked policies and procedures constitute the entire agreement between you and 3rd Armor with respect to the subject matter hereof and supersede all prior agreements, both oral and written, with respect to the subject matter hereof. We may revise and update these Terms from time to time, and will post the updated Terms to our Service. UNLESS OTHERWISE STATED IN THE AMENDED VERSION OF THESE TERMS, ANY CHANGES TO THESE TERMS WILL APPLY IMMEDIATELY UPON POSTING. Although we are not obligated to provide you with notice of any changes, any changes to these Terms will not apply retroactively to events that occurred prior to such changes. Your continued use of our Service will constitute your agreement to any new provisions within the revised Terms.

9.9. Waiver; Severability. Our failure to enforce any provision of these Terms will not be deemed to be a waiver of our right to enforce them. If any term or provision of these Terms will be held to be invalid, illegal, or unenforceable, the remaining terms and provisions of these Terms will remain in full force and effect, and such invalid, illegal, or unenforceable term or provision will be deemed not to be part of these Terms.

9.10. Assignment. You may not assign, transfer, or sell (voluntarily or by operation of law) your rights or obligations under these Terms, nor delegate your duties hereunder to any other person, without our prior written consent. Any purported assignment without our consent will be void and will constitute a breach of these Terms. We may assign these Terms or delegate or subcontract our obligations under these Terms at any time.

9.11. Survival. The provisions of these Terms that by their content are intended to survive the expiration or termination of these Terms, including, without limitation, provisions governing ownership and use of intellectual property, representations, disclaimers, warranties, liability, indemnification, governing law, jurisdiction, venue, remedies, rights after termination, and interpretation of these Terms, will survive the expiration or termination of these Terms for their full statutory period.

9.12. Contact Us. Submit your question through sales@3rd-armor.com