



ARMRY SHAKEDOWN

OFFSITE TRANSACTION POLICY

Effective Date: [July 4th, 2026]

This Offsite Transaction Policy (this “**Policy**”) is incorporated by reference into, and forms part of, the Terms of Service (the “**Terms**”) governing your use of the Armry Shakedown marketplace platform (the “**Service**”), operated by ARMRY SHAKEDOWN L.L.C. (“**Platform**,” “**we**,” “**us**,” or “**our**”). Capitalized terms not defined in this Policy have the meanings assigned in the Terms. If there is a conflict between the Terms and this Policy, this Policy shall control. By accessing or using the Service, you agree to be bound by this Policy.

The Service is designed to provide a secure, verified environment where law enforcement officers, first responders, and public safety professionals may buy and sell gear and tactical equipment. The Service’s integrity depends on all transactions being conducted exclusively through the Service. This Policy sets forth the rules governing off-platform transactions, the Platform’s monitoring rights, and the consequences for violations.

The Platform reserves the right to modify this Policy at any time by posting the revised Policy on the Service. Any modification will be effective upon posting unless a later effective date is specified. Your continued use of the Service after the effective date of any modification constitutes your acceptance of the modified Policy. If you do not agree to a modification, you may not use or access the Service.

SECTION 1 DEFINITIONS

1.1 Contact Information.

“**Contact Information**” means email addresses; telephone numbers; mailing or shipping addresses (except as shared through the Service’s designated shipping workflow); social media handles or profile links; usernames or identifiers for peer-to-peer payment services (including, without limitation, Venmo, CashApp, Zelle, and PayPal); QR codes linked to payment, messaging, or social media services; and URLs or hyperlinks directing Users to external communication or payment channels.

1.2 Circumvention Conduct.

“**Circumvention Conduct**” means any action, communication, omission, or pattern of behavior, whether undertaken by a single User or in coordination with others, that has the purpose or effect of: (a) diverting a

transaction that would otherwise have been completed through the Service to any off-platform channel; (b) avoiding, reducing, or evading collection of any fees or other charges owed to the Platform under the Terms; or (c) defeating or circumventing any compliance control implemented by the Service, including without limitation the jurisdiction-specific restrictions.

1.3 Messaging Tools.

“**Messaging Tools**” means the direct messaging system, chat features, and any other in-platform communication channels provided by or through the Service.

1.4 Offsite Transaction.

“**Offsite Transaction**” means any purchase, sale, exchange, barter, gift, or other transfer of an Item or of consideration for an Item that is initiated, negotiated, facilitated, or consummated outside the Service.

SECTION 2 PROHIBITION OF OFFSITE TRANSACTIONS

2.1 General Prohibition.

Any action to move a transaction off the Service is strictly prohibited. All transactions involving Items listed on the Service must be completed exclusively through the Service.

2.2 Prohibited Conduct.

Without limiting the generality of **Section 2.1**, the following conduct constitutes Circumvention Conduct and is expressly prohibited:

- (a) encouraging, directing, inviting, or soliciting any User to purchase an Item through any venue, channel, or method other than the Service;
- (b) sharing Contact Information through Listings, Messaging Tools, User profiles, or any other feature of the Service;
- (c) directing Users to alternative purchasing or payment channels;
- (d) altering an Item’s listed price after a sale, or listing an Item at a price that does not accurately represent the actual sale price;
- (e) completing any portion of a transaction initiated on the Service through any off-platform payment method not processed through the Platform’s Stripe Connect payment infrastructure;
- (f) using another User’s account, or creating multiple accounts, to disguise, facilitate, or obscure Offsite Transactions or to circumvent any enforcement action taken under this Policy; and
- (g) soliciting or assisting any other User in engaging in any of the foregoing conduct.

2.3 Scope of Prohibition.

The prohibitions in this Policy apply to all Users and to all Items regardless of whether or not the Users involved have a pre-existing personal or professional relationship outside the Service.

SECTION 3 CONTACT INFORMATION RESTRICTIONS

3.1 General Restriction.

Users may not share Contact Information through Listings, Messaging Tools, User profiles, reviews, or any other feature of the Service.

3.2 Automated Filtering.

The Platform may deploy automated systems to detect prohibited sharing of Contact Information. Content containing detected Contact Information may, at the Platform's sole discretion, be deleted. Users acknowledge and agree that false-positive detections may occur and that the Platform shall have no liability for any content that is removed under this **Section 3.2**.

SECTION 4 MONITORING AND USER CONSENT

4.1 Monitoring.

By using the Service, you acknowledge and agree that the Platform's automated systems scan and analyze the contents of all User Content, for the following purposes:

- (a) detecting and preventing violations of the Terms, including this Policy;
- (b) detecting the exchange of Contact Information in violation of **Section 3**; and
- (c) improving and maintaining the security and integrity of the Service.

4.2 Storage.

The Platform may store User Content for the purpose of conducting the analysis described in this **Section 4** in accordance with the Privacy Policy.

SECTION 5 FEE RECOVERY AND LIQUIDATED DAMAGES

5.1 Zero-Tolerance Policy.

Any confirmed instance of Circumvention Conduct may result in immediate and permanent termination of the violating User's account.

5.2 Deemed Sale.

If the Platform has a reasonable basis to believe that a User has engaged in Circumvention Conduct, the Platform may assess a fee against the Seller equal to the fee that would have been payable had the Offsite Transaction been completed through the Service.

5.3 Liquidated Damages.

The Platform may assess, at its election, either the fee payable pursuant to **Section 5.2** or the Platform may assess liquidated damages of \$250 per instance of Circumvention Conduct. The parties acknowledge and agree that: (a) the actual damages suffered by the Platform as a result of Circumvention Conduct are difficult to calculate with precision; (b) the foregoing amount represents a reasonable minimum estimate of the Platform's damages, taking into consideration the loss of commission revenue, the cost of detection and investigation, the cost of enforcement, and the harm to the Platform; and (c) this provision is not a penalty but a reasonable estimate of loss.

5.4 Collection.

Amounts owed to the Platform under this **Section 5** may be collected by any one or more of the following methods, at the Platform's sole discretion:

- (a) Deduction from funds held in the Seller's Platform balance;
- (b) Deduction from future disbursements owed to the Seller in connection with any current or future transactions on the Service;
- (c) Charge to the payment method connected to the Seller's Stripe Connect account; and
- (d) Referral to collections or pursuit of any other legal remedy available to the Platform.

5.5 Appeal Process.

A User whose account has been terminated under this **Section 5** may submit a written appeal to the Platform within 15 calendar days of receiving notice of the termination. The appeal must include: (a) the User's account identifier; (b) a description of the enforcement action being appealed; and (c) any evidence or explanation the User wishes the Platform to consider. The Platform will review the appeal and provide a written determination within 30 business days of receipt. The Platform's determination on appeal shall be final. The submission of an appeal does not stay the termination, the fund hold, or any financial assessment pending review. If the appeal is sustained and the Platform determines that no Circumvention Conduct occurred, the User's account will be reinstated and all held funds released within five business days of the determination.

5.6 Both Parties Subject to Enforcement.

For the avoidance of doubt, this Policy applies equally to Buyers and Sellers. A Buyer who participates in, facilitates, or solicits an Offsite Transaction is subject to the same consequences as the Seller.

SECTION 6 DISCLAIMER

THE PLATFORM HAS NO OBLIGATION TO MONITOR, MEDIATE, RESOLVE, OR ASSUME ANY LIABILITY FOR OFFSITE TRANSACTIONS. OFFSITE TRANSACTIONS ARE NOT PROTECTED BY THE PLATFORM'S PAYMENT PROCESSING INFRASTRUCTURE, DISPUTE RESOLUTION PROCEDURES, OR ANY OTHER FEATURE OF THE SERVICE. USERS WHO ENGAGE IN OFFSITE TRANSACTIONS DO SO ENTIRELY AT THEIR OWN RISK.
