ARMRY SHAKEDOWN
PAYMENT AND FEE POLICY

Effective Date: [July 4th, 2026]

This Payment and Fee Policy (this "**Policy**") sets out your rights and responsibilities when using the payment services offered through the Armry Shakedown online marketplace (the "**Service**"). By creating an account on Armry Shakedown, and again at each point of purchase or sale through the Service, you agree to be bound by this Policy. This Policy is a legally binding agreement between you and ARMRY SHAKEDOWN L.L.C., a Michigan limited liability company ("**Armry Shakedown**," the "**Platform**," "**we**," "**us**," or "**our**"). If you do not agree to this Policy, you may not use the Service.

This Policy is incorporated by reference into, and forms a part of, the Armry Shakedown Terms of Service (the "**Terms**"). In the event of any conflict between this Policy and the Terms with respect to payment matters, this Policy governs. Capitalized terms not defined in this Policy have the meanings assigned to them in the Terms.

We may amend this Policy at any time by posting a revised version on the Service. Your continued use of the Service after the effective date of any amendment constitutes your acceptance of the revised Policy. If you do not agree to the revised Policy, you may not use or access or continue to use or access the Service.

SECTION 1 DEFINED TERMS

1.1 Available Funds.

"**Available Funds**" means the portion of Reserved Funds from a completed transaction that has satisfied all applicable hold periods (including the standard 72-hour post-delivery hold and any extended hold imposed under the Payment and Fee Policy), has cleared any open Claim, chargeback, or dispute, and from which all applicable fees, commissions, Bump Fees, payment processing fees, setoffs, and other deductions authorized under the Terms or this Policy have been applied such that the remaining balance is eligible for disbursement to the Seller's Stripe Connected Account in accordance with the Terms and this Policy.

1.2 Reserved Funds.

"**Reserved Funds**" means the gross proceeds of a Buyer's payment for a transaction conducted through the Service, collected by Armry Shakedown, acting as the Seller's limited payment collection agent, via the Payment Processor, and held in the Platform's Stripe account balance pending satisfaction of all applicable hold periods, investigation or dispute resolution, and deduction of fees and other amounts owed to the Platform under the Terms or this Policy.

1.3 Stripe Connected Account.

"**Stripe Connected Account**" means the account established and maintained by a Seller on the Stripe Connect platform, linked to a valid U.S. bank account, through which the Seller receives disbursements of Available Funds from transactions conducted through the Service.

SECTION 2 OVERVIEW OF PAYMENT SERVICES

2.1 Third-Party Payment Processor.

Payment processing services on the Platform are provided by Stripe, Inc. and its affiliates ("**Stripe**") through the Stripe Connect platform. By using the Service, you agree to be bound by the Stripe Connected Account Agreement, which may be amended from time to time. You authorize the Platform to instruct Stripe to: (a) collect funds from Buyers; (b) hold funds in the Platform's Stripe balance pending satisfaction of disbursement conditions; (c) disburse funds to Sellers; (d) process refunds and reversals; and (e) impose holds and reserves consistent with this Policy. The Platform does not directly store credit card numbers, debit card numbers, or bank account information; such information is maintained by Stripe in accordance with Stripe's privacy and security policies.

2.2 Stripe Connected Account.

To sell Items and receive disbursement of funds through the Service, you must establish and maintain a Stripe Connected Account linked to a valid U.S. bank account. You must provide all information required by Stripe for identity verification, regulatory compliance, and fraud prevention. You are responsible for maintaining the accuracy of all information associated with your Stripe Connected Account and for updating such information as necessary. Each Seller's Stripe Connected Account is governed by the Stripe Connected Account Agreement between the Seller and Stripe, which is separate from and in addition to the Terms. The Platform does not control the terms of the Stripe Connected Account Agreement and is not a party to it.

SECTION 3 LIMITED PAYMENT COLLECTION AGENT

Each Seller appoints Armry Shakedown as its sole and exclusive limited payment collection agent for the purpose of receiving, holding, and settling payments from Buyers for transactions conducted through the Service, less any amounts owed to the Platform and subject to these Payment Terms. Each Seller authorizes the Platform to represent to Buyers and third parties that the Platform is the Seller's agent for the foregoing purposes. Notwithstanding the foregoing, no agency relationship is established for tax purposes or for any other purpose other than the limited purposes described in this **Section 3**. Each Seller agrees that a Buyer payment received by the Platform (or by Stripe acting on the Platform's instruction), on behalf of Seller, satisfies the Buyer's obligation to make payment to Seller for the amount received, regardless of whether the Platform actually settles such payment to Seller. In the event that the Platform does not settle any such payment to Seller as described in this Policy, Seller will have recourse only against the Platform and not the Buyer. The legal contract for the purchase of each Seller's Items will in all cases be between the Seller and the relevant Buyer.

SECTION 4 FEES AND PAYMENT PROCESSING

4.1 Account Registration and Listing Fees.

Account registration is free. There is no fee to list an Item on the Service.

4.2 Fees.

When an Item sells through the Service, the Seller is charged a fee calculated as a percentage of the sale price, as follows:

Seller Transaction History	Rate
Less than $5,000.00 in total sales (Year to Date)	20% of the Item sale price
$5,000.00 or more in total sales (Year to Date)	10% of the Item sale price

Transaction count is cumulative for the current calendar year. Transaction count will reset annually on January 1st of every new calendar year. A transaction is considered "completed" when the Buyer has accepted the Item (expressly or by deemed acceptance) and funds have been disbursed to the Seller.

4.3 Bump Fee.

Listings on Armry Shakedown platform have a lifespan of 30 days (720 hours). At any point throughout the 30 days of the listing the user may enable to have their item "bumped". If a user enacts the "Bump" method their listing will reset to the standard 30-day period (720 hours). The "bumped" item will be displayed in the "featured items" ticker box on the home page of ArmryShakedown.com. The item will display a "featured" stamp at the top right corner of their respective "bumped" product.

A user may elect to "re-bump" an item when the listing has 10 days (240 hours) remaining. If the user elects to "re-bump" an item they will be charged an additional bump fee.

The user agrees to be charged for the bump fee upon selection of the "bump" option.

The bump fee is $10.00. The Platform does not represent or warrant that a Bump will result in an offer or a completed sale.

4.4 Payment Processing Fee.

In addition to the Platform commission and any Bump Fee, each transaction is subject to a payment processing fee charged by Stripe. The payment processing fee is set by Stripe, is passed through to the Seller at cost, and is not marked up by the Platform. The current Stripe processing fee schedule is available at stripe.com/pricing. The processing fee is assessed on the gross transaction amount.

4.5 Fee Deduction.

All fees and payment processing fees are automatically deducted from the gross transaction amount before funds become Available Funds eligible for disbursement to the Seller's Stripe Connected Account. Fee details are itemized in the Seller's transaction receipt and account dashboard.

4.6 Fee Modifications.

The Platform reserves the right to modify the fee schedule at any time. We will provide notice of any fee changes by posting the revised schedule on the Service. Your continued use of the Service after the effective date of any fee change constitutes your acceptance of the revised fees.

SECTION 5 DISBURSEMENT

5.1 Collection of Buyer Payments.

When a Buyer completes a purchase through the Service, the Platform instructs Stripe to collect the full purchase amount (including the Item price, shipping charges, and applicable taxes) from the Buyer's selected payment method. Upon successful payment, the funds are reflected in the Seller's Reserved Funds.

5.2 Standard Hold Period.

Reserved Funds are held for a mandatory period of 72 hours following the earlier of: (a) confirmation of delivery as determined by carrier tracking data provided by the shipping carrier; or (b) the Buyer's affirmative acceptance of the Item through the Service.

5.3 Disbursement.

Upon acceptance (express or deemed), the Platform will initiate disbursement of the Seller's Available Funds to the Seller's Stripe Connected Account, less all applicable fees described in **Section 4**. Actual settlement times depend on Stripe's processing schedules and the Seller's bank.

5.4 Disbursement Limit.

A User may initiate transfers of Available Funds from their Platform balance up to a maximum aggregate amount of $10,000.00 per day (the "**Daily Redemption Limit**"). Any request to withdraw or redeem funds in excess of the Daily Redemption Limit will be automatically queued by the Platform. The Platform will process the excess balance on subsequent business days in daily increments not exceeding $10,000.00, until the requested withdrawal amount has been fully disbursed.

5.5 No Interest.

Reserved Funds do not accrue interest for the benefit of any User. Users have no ownership interest in any earnings on held funds. Armry Shakedown or its payment processor may retain any interest or investment earnings on Reserved Funds.

SECTION 6 EXTENDED HOLDS

6.1 Extended Holds.

The Platform reserves the right to extend the standard 72-hour hold period in the following circumstances:

(a) If a Buyer opens a Claim pursuant to the Return Policy, or a chargeback or payment dispute is initiated, the hold will continue through resolution of the Claim or dispute, for a maximum of 180 days.

(b) If the Seller's Verified User Status expires, is revoked, or is placed under review during a pending transaction, all funds associated with the Seller's account will be held until re-verification is completed or account termination proceedings conclude.

(c) If a transaction involves a Restricted Item and a compliance concern is raised, funds will be held pending investigation.

(d) If the Platform identifies indicators of fraud, including unusual selling patterns, identity verification failures, or chargeback rates exceeding the thresholds established by applicable card network rules, the Platform may impose transaction-level or account-level holds.

(e) The Platform may place a hold on all funds in a Seller's account if the account is suspended or terminated for any reason.

6.2 Notice.

If a hold is placed on your funds, we will notify you by email and, where applicable, request additional information from you to help resolve the issue.

SECTION 7 CLAIMS, REFUNDS, AND CHARGEBACKS

The Platform, through Stripe, will manage chargebacks and may request information from the Seller to challenge the dispute. The Seller agrees to provide all requested information within five calendar days. If the Buyer's financial institution resolves the dispute in favor of the Buyer, the Seller is responsible for the full amount of the chargeback, including any chargeback fees assessed by Stripe or the card network, and the Seller authorizes the Platform to deduct such amounts from the Seller's Available Funds, future disbursements, or Stripe Connected Account.

SECTION 8 RECOUPMENT AND SETOFF

8.1 Right of Recoupment.

The Platform reserves the right, in its sole discretion, to seek reimbursement from a Seller in any of the following circumstances: (a) the Platform issues a refund to a Buyer because the Seller failed to deliver the Item or the Platform otherwise determines that a refund is warranted; (b) the Platform discovers erroneous or duplicate transactions; (c) the Platform receives a chargeback from a Buyer's credit card issuer or reversal of payment; (d) the Seller does not act in accordance with these Payment Terms, the Terms of Service, or any other applicable Platform policy; or (e) the Platform incurs fines, penalties, or losses arising from the Seller's use of the Service.

8.2 Methods of Collection.

The Platform may obtain reimbursement of any amounts owed by the Seller to the Platform by any of the following means, and the Seller authorizes the Platform to use any or all of these methods:

(a) deducting from current or future disbursements owed to the Seller;

(b) reversing credits to the Seller's account balance;

(c) instructing Stripe to debit the Seller's Stripe Connected Account;

(d) charging any other payment method the Seller has authorized or placed on file with the Platform or Stripe; or

(e) engaging third-party collection agencies or pursuing other lawful collection methods.

8.3 Account Suspension.

The Platform may suspend the Seller's selling privileges at any time pending payment of any outstanding balance.

SECTION 9 TAXES AND REPORTING OBLIGATIONS

9.1 Seller Tax Responsibility.

Sellers are solely responsible for all federal, state, and local tax obligations arising from sales through the Service, including but not limited to income taxes, self-employment taxes, and any applicable business taxes. The Platform does not provide tax advice.

9.2 Marketplace Facilitator Obligations.

Where legally required as a marketplace facilitator, the Platform will collect and remit sales tax on transactions conducted through the Service. In such jurisdictions, the sales tax amount will be collected from the Buyer at checkout and remitted by the Platform to the applicable taxing authority. Sellers are not responsible for collecting or remitting sales tax in jurisdictions where the Platform collects and remits as a marketplace facilitator.

9.3 Electronic Delivery Consent of Internal Revenue Service Information Tax Returns.

The Platform uses IRS Form W-9, Request for Taxpayer Identification Number and Certification, to obtain tax identification information from Sellers who receive reportable payments stemming from marketplace transactions during the calendar year. When required, we provide this information to the IRS and applicable state taxing authorities by filing a Form 1099-K information return. By using the Service, you acknowledge and consent to the following terms:

(a) You have a computer with Internet access.

(b) You will be able to view html files and read Adobe PDF files.

(c) To download and print a PDF file, install Adobe Acrobat Reader. We will notify you within three to five business days if any changes are made to the method of electronic delivery.

(d) You agree to electronically receive the IRS Form 1099-K information tax return.

(e) Your IRS information tax returns remain available electronically for one year following the date it is originally made available to you electronically. You may obtain a paper copy of the electronic information by printing it from your computer.

(f) If your Account is suspended, terminated, or cancelled, your consent is nullified and a copy of your IRS information tax return will be mailed to the address provided on your Form W-9.

(g) You will receive email and online communications and disclosures regarding your account instead of physical mail. Communications will not be provided in paper form unless you have contacted support and elected not to receive electronic communications.

(h) You permit us to obtain your electronic signature if you choose to sign certain communications. If you do sign electronically, your electronic signature will bind you to the terms and conditions to the same extent as if you signed the communications on paper with an ink signature.

(i) You will update your Account for any changes to your email address.

9.4 Request for Paper Forms.

When requesting IRS information tax returns in paper form, your request will not nullify this consent for future electronic deliveries of IRS information tax returns and other online communications unless consent is withdrawn. You may request an IRS information tax return in paper form by contacting as provided in **Section 11.10** of the Terms. If a paper copy is mailed to you, this will likely delay receipt of your Form 1099.

9.5 Withdrawal of Consent.

Your consent to receive electronic IRS information tax returns is effective immediately until you choose to withdraw it. You may withdraw your consent electronically by contacting us as provided in the Terms. Your withdrawal of consent will take effect five to ten days after we receive it. It does not apply to communications that were provided electronically before the date the withdrawal took effect. We will confirm the withdrawal of consent and the date it takes effect by notifying you electronically, and will provide subsequent IRS information tax return via US Postal Service.

SECTION 10 PAYMENT UPON ACCOUNT TERMINATION

Upon termination of a Seller’s account, the Platform reserves the right to retain a holdback of funds in the Seller’s account in an amount reasonably estimated to cover anticipated chargebacks, refunds, claims, adjustments, and other amounts that may become payable in connection with transactions from the Seller’s account, for a period of up to 180 days following termination. At the end of the 180-day period, the Platform will disburse to the Seller any remaining funds not used to offset chargebacks, refunds, claims, adjustments, fees, or other amounts owed, or will seek reimbursement from the Seller for any additional amounts required. If the Platform is unable to disburse remaining funds to the Seller (for example, because the Seller’s bank account information is invalid), the Platform will hold such funds in accordance with applicable escheatment and unclaimed property laws.