



ARMRY SHAKEDOWN

TERMS OF SERVICE

Effective Date: [July 4th, 2026]

Welcome to Armry Shakedown. These Terms of Service (these “**Terms**”) constitute a legally binding contract between you and ARMRY SHAKEDOWN L.L.C., a Michigan limited liability company, doing business as Armry Shakedown (“**Armry Shakedown**,” the “**Platform**,” “**we**,” “**our**,” or “**us**”). By accessing or using the Armry Shakedown website, mobile application, or any related services (collectively, the “**Service**”), you agree to be bound by these Terms and all policies incorporated by reference.

PLEASE READ THESE TERMS CAREFULLY. These Terms affect your legal rights. THESE TERMS CONTAIN AN AGREEMENT TO ARBITRATE. THE AGREEMENT TO ARBITRATE REQUIRES (WITH LIMITED EXCEPTION) THAT YOU SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION, AND FURTHER (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST ARMRY SHAKEDOWN ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS. PLEASE INDICATE YOUR ACCEPTANCE TO THESE TERMS IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED BY THE PLATFORM. INDICATING ACCEPTANCE ESTABLISHES A BINDING AND EXECUTED WRITTEN AGREEMENT BETWEEN YOU AND THE PLATFORM. IF YOU DO NOT ACCEPT THESE TERMS, YOU CANNOT USE THE SERVICE.

Armry Shakedown is a peer-to-peer online marketplace designed exclusively for verified law enforcement officers, first responders, and public safety professionals to buy and sell duty gear, tactical equipment, and related items. Access to the Service is a privilege, not a right, and is conditioned upon your ongoing verification of eligible professional status as described in **Section 3**.

The Platform reserves the right to modify these Terms at any time by posting the revised Terms 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 Terms. If you do not agree to a modification, you may not use or access or continue to use or access the Service.

SECTION 1 ACCEPTANCE OF TERMS & BINDING AGREEMENT

1.1 Formation of Agreement.

By creating an Account, accessing the Service, or completing a transaction through the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to all of these Terms, you must not access or use the Service.

1.2 Incorporation by Reference.

The following policies are incorporated into and made part of these Terms: (a) the Privacy Policy; (b) the Payment and Fee Policy; (c) the Shipping Policy; (d) the Offsite Transaction Policy; (e) the Listing and User Content Policy; and (f) the Return Policy. In the event of a conflict between these Terms and any incorporated policy with respect to the subject matter of that policy, the incorporated policy shall control.

1.3 Authority to Bind.

You represent and warrant that you have the legal capacity and authority to accept these Terms. If you access or use the Service on behalf of a law enforcement department, agency, or other entity, you represent that you have authority to bind that entity to these Terms.

1.4 Definitions.

As used in these Terms, the following terms have the meanings specified below. Additional defined terms may be introduced throughout these Terms and shall have the meanings assigned at the point of first use.

“Account” means the registered user account you create to access and use the Service.

“Buyer” means a User who purchases an Item through the Service.

“Claim” means a dispute initiated by a Buyer through the Service’s claims process regarding a completed transaction.

“Item” means any product, good, or piece of equipment listed for sale on the Service.

“Listing” means an offer to sell an Item posted by a Seller on the Service, including all associated descriptions, photographs, pricing, and shipping parameters.

“Payment Processor” means Stripe, Inc., and its affiliates, operating through the Stripe Connect platform.

“Prohibited Item” means any item that is absolutely banned from the Service as set forth in **Section 4.1**.

“Reserved Funds” means Buyer payment proceeds collected by Armry Shakedown via the Payment Processor and held pending disbursement to the Seller.

“Restricted Item” means any item that is conditionally permitted on the Service subject to compliance with applicable legal requirements, as set forth in **Section 4.2**.

“Seller” means a User who lists an Item for sale on the Service.

“User” means any individual who creates an Account on the Service and whose law enforcement, first responder, or public safety professional status has been confirmed through Armry Shakedown’s verification process.

“User Content” means a Listing or any other content posted by a User to the Service.

SECTION 2 PLATFORM ROLE

2.1 Marketplace Venue.

Armry Shakedown is an online marketplace that connects Users for the peer-to-peer sale of gear, tactical equipment, and related items. We provide a platform that enables Buyers and Sellers to find one another and complete transactions. We do not buy, sell, broker, warehouse, or take title to any Item at any point during a transaction.

2.2 What Armry Shakedown Is Not.

Armry Shakedown is not an escrow agent, trustee, fiduciary, depository institution, or licensed dealer of any kind. The Platform does not hold funds in trust for any User. Funds received by the Platform on behalf of Sellers represent an unsecured claim for payment against the Platform but do not constitute deposits, and are not insured by the Federal Deposit Insurance Corporation or any other governmental agency. The Platform is not a Federal Firearms Licensee and does not conduct background checks, verify purchaser eligibility, or ensure compliance with jurisdiction-specific legal requirements. Armry Shakedown is NOT a buyer, seller, auctioneer, consignee, broker, or agent of any User, except in its limited capacity as a payment collection agent for Seller as expressly set forth in the Payment and Fee Policy. All contracts for the sale and purchase of Items are formed directly and exclusively between the Buyer and Seller. When a Buyer completes a purchase through the Service, that Buyer is entering into a contract with the Seller, not with Armry Shakedown. Users acknowledge that Armry Shakedown is a technology platform and venue, not a distributor, retailer, or seller of goods.

2.3 No Inspection.

Armry Shakedown has no obligation to verify the accuracy of any Listing description, the condition of any Item, or the legal compliance of any transaction.

2.4 No Warranties on Items.

Armry Shakedown makes no representations or warranties whatsoever regarding the quality, safety, legality, fitness for a particular purpose, merchantability, or authenticity of any Item listed on the Service.

2.5 Third-Party Services.

The Service may integrate or interact with third-party services, including the Payment Processor, identity verification providers, shipping carriers, and communications tools. These third-party services are governed solely by their own terms, conditions, and privacy policies. Armry Shakedown disclaims all liability for the accuracy, availability, reliability, or performance of any third-party service.

2.6 Assumption of Risk.

Armry Shakedown is not affiliated with or endorsed by any manufacturer, retailer, or brand of the Items that Users buy or sell through the Service. There are risks you assume when dealing with other Users

(including those who may be acting under false pretenses). You agree that all of these risks are borne by you, and not the Platform. Armry Shakedown cannot control the behavior of Users or the User Content provided by other Users. Armry Shakedown does not guarantee or endorse the authenticity, quality, safety, or legality of any Items offered or sold, the truth or accuracy of any listings, or the ability of Sellers to sell Items or of Buyers to buy Items. We cannot assure that all transactions will be completed. Additionally, we do not guarantee the ability or intent of Users to fulfill their obligations in any transactions. We reserve the right to delay the completion of any transaction for a reasonable period of time for purposes of fraud detection and otherwise protecting the Platform and its Users from illegal or wrongful activities or other violations of these Terms.

SECTION 3 VERIFICATION & ACCOUNT REQUIREMENTS

3.1 Eligibility.

The Service is available exclusively to verified law enforcement officers, first responders, and members of public safety professions (collectively, “**Eligible Professionals**”). Armry Shakedown reserves sole discretion to determine which individuals qualify as Eligible Professionals.

3.2 Initial Verification.

To create an Account, you must submit verifiable credentials demonstrating your status as an Eligible Professional (“**Verified User Status**”). Verification will be conducted through a third-party verification service such as ID.me, SheerID, or another provider selected by Armry Shakedown.

3.3 Ongoing Verification.

Verified User Status is not permanent. Armry Shakedown reserves the right to require re-verification at any time, including but not limited to periodic credential checks, and Users agree to promptly provide updated credentials upon request. Failure to complete re-verification within 10 days of a request shall result in automatic suspension of the User’s Account.

3.4 Conditional Access.

All access to the Service is contingent upon maintenance of Verified User Status in good standing. Users whose Verified User Status has lapsed, been revoked, or is under review shall have no access to the Service until Verified User Status is restored.

3.5 Misrepresentation.

Any misrepresentation of law enforcement, first responder, or public safety professional status constitutes a material breach of these Terms and is grounds for: (a) immediate Account termination; (b) placement of a hold on all Reserved Funds pending investigation; and (c) referral to appropriate law enforcement authorities. Users who obtain access through fraudulent credentials shall be liable for all damages suffered by Armry Shakedown, including costs of investigation, legal fees, and any fines or penalties imposed by third parties.

3.6 One Account Per User.

Each User is authorized to maintain only one Account. The creation of multiple Accounts, the use of aliases, or any attempt to circumvent a suspension or termination by creating a new Account is a violation of these Terms and grounds for immediate termination of all associated Accounts.

3.7 Account Security.

You are solely responsible for maintaining the confidentiality of your login credentials and for all activity that occurs under your Account. You must notify Armry Shakedown immediately of any unauthorized use of your Account. Armry Shakedown will not be liable for any loss or damage arising from your failure to maintain the security of your Account credentials.

3.8 Accurate Information.

You agree to provide true, accurate, current, and complete information during registration and to update such information promptly to keep it current. Armry Shakedown reserves the right to suspend or terminate any Account if any information provided is found to be inaccurate, incomplete, or misleading.

3.9 INFORM Consumers Act.

Armry Shakedown is an “online marketplace” within the meaning of the Integrity, Notification, and Fairness in Online Retail Marketplaces for Consumers Act, 15 U.S.C. § 45f (the “**INFORM Act**”). The obligations set forth in this **Section 3.9** apply exclusively to Sellers of new or unused “consumer products” as defined by the Consumer Product Safety Act, 15 U.S.C. § 2052(a)(5).

- (a) A “**High-Volume Third-Party Seller**” is a Seller who, in any continuous 12-month period, enters into 200 or more discrete sales transactions of new or unused consumer products through the Service resulting in aggregate gross revenues of \$5,000 or more from such sales.
- (b) Within ten days of first meeting the threshold described in **Section 3.9(a)**, each High-Volume Third-Party Seller must provide the following information to Armry Shakedown: (i) bank account number; (ii) for a Seller who is an individual, the Seller’s full legal name; (iii) for a Seller who is not an individual, either a copy of a valid government-issued identification for an individual acting on behalf of such Seller that includes the individual’s name, or a copy of a valid government-issued record or tax document that includes the business name and physical address of such Seller; (iv) tax identification number; and (v) current working email address and phone number for such Seller.
- (c) Armry Shakedown will verify the information collected under **Section 3.9(b)** within ten days of collection and will verify any change to such information within ten days of being notified of the change by the Seller.
- (d) Armry Shakedown will, not less than annually, notify each High-Volume Third-Party Seller of the requirement to keep the information collected under this **Section 3.9** current.
- (e) Within ten days of receiving the annual notification described in **Section 3.9(d)**, each High-Volume Third-Party Seller must electronically certify either: (i) that the information previously provided remains current and accurate in all material respects; or (ii) that such information has changed, in which case the Seller must provide the updated information.

- (f) If a High-Volume Third-Party Seller fails to provide the information or certification required under this **Section 3.9**, Armry Shakedown will provide the Seller with written or electronic notice and an opportunity to cure within ten days of such notice. If the Seller fails to provide the required information or certification within the cure period, Armry Shakedown will suspend all future sales activity of such Seller until such information or certification is provided.
- (g) Armry Shakedown will provide a prominently displayed electronic mechanism through which any person may report suspicious marketplace activity, including concerns regarding a Seller's identity, the authenticity of a Listing, or suspected violations of law.
- (h) Armry Shakedown will investigate reports received through the mechanism described in **Section 3.9(g)** in good faith. Reports may result in review of the Seller's Account and Listings, a request for additional information from the Seller, suspension of the Seller's Account pending investigation, referral to law enforcement authorities, or such other action as Armry Shakedown deems appropriate in its sole discretion. Information reported by Users will be handled in accordance with the Privacy Policy. Armry Shakedown will not retaliate against any User who submits a report in good faith.

SECTION 4 PROHIBITED ITEMS & RESTRICTED ITEMS

4.1 Prohibited Items.

The following items are absolutely prohibited from the Service:

- (a) any device classified as a "firearm" under 18 U.S.C. § 921(a)(3) or under any state law;
- (b) ammunition of any caliber, type, or quantity;
- (c) silencers, suppressors, and any device or component regulated under the National Firearms Act, 26 U.S.C. § 5845;
- (d) explosive devices, ordnance, destructive devices, grenades, and any incendiary materials;
- (e) controlled substances, prescription medications, and drug paraphernalia;
- (f) stolen property, including any department-issued property not authorized for personal resale;
- (g) counterfeit goods, including replica law enforcement badges, credentials, insignia, or official documents;
- (h) Items subject to active recall notices by the Consumer Product Safety Commission or any federal agency; and
- (i) any other Item the sale of which would violate federal, state, or local law.

4.2 Restricted Items.

The sale and purchase of firearm magazines is permitted only in full compliance with the requirements specified below.

- (a) Sellers must accurately state the round capacity of any magazine in the Listing description.

- (b) All ammunition is to be removed from any magazine prior to shipment.
- (c) Buyers must only purchase a magazine that is legal to possess and receive in the jurisdiction of delivery.
- (d) Armry Shakedown may implement shipping-address-based restrictions as a supplementary technical safeguard; however, these technical measures do not relieve the Buyer or Seller of their independent compliance obligations.
- (e) Both Buyer and Seller acknowledge that they bear sole responsibility for determining and complying with all applicable federal, state, and local laws regarding magazine capacity.

SECTION 5 LISTINGS

5.1 Listing Requirements.

All Listings must comply with the Listing and User Content Policy.

5.2 Binding Sale.

When a Buyer purchases a listed Item, the acceptance constitutes a binding contract of sale between the Buyer and Seller. This contract is generally non-refundable except as provided in the Return Policy. Both parties are obligated to complete the transaction in good faith.

SECTION 6 RELEASE OF CLAIMS

To the maximum extent permitted by law, you hereby release Armry Shakedown and its members, managers, agents, subsidiaries, affiliates, and employees from any and all claims, demands, and damages (actual and consequential) of every kind and nature, known and unknown, suspected, and unsuspected, disclosed, and undisclosed, arising out of or in any way connected with your use of the Service. **IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”** You also waive any comparable statutory provision in any other jurisdiction to the maximum extent permitted by applicable law.

SECTION 7 LIMITATION OF LIABILITY

THE SERVICE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

ARMRY SHAKEDOWN DOES NOT WARRANT THAT: (A) THE SERVICE WILL MEET YOUR REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE QUALITY OF ANY ITEMS PURCHASED THROUGH THE SERVICE

WILL MEET YOUR EXPECTATIONS; OR (D) ANY ITEM LISTED ON THE SERVICE IS AUTHENTIC, SAFE, LEGAL, OR FIT FOR ANY PARTICULAR PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ARMRY SHAKEDOWN, ITS PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH: (A) YOUR ACCESS TO OR USE OF (OR INABILITY TO ACCESS OR USE) THE SERVICE; (B) ANY CONDUCT OR CONTENT OF ANY USER OR THIRD PARTY ON THE SERVICE; (C) ANY ITEM PURCHASED OR SOLD THROUGH THE SERVICE; (D) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR ACCOUNT OR CONTENT; OR (E) ANY PERSONAL OR BODILY INJURY, INCLUDING DEATH, ARISING FROM THE USE OF ANY ITEM PURCHASED THROUGH THE SERVICE.

THE AGGREGATE LIABILITY OF ARMRY SHAKEDOWN TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICE OR THESE TERMS SHALL NOT EXCEED THE TOTAL FEES PAID BY YOU TO ARMRY SHAKEDOWN IN THE SIX MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR, IF GREATER, \$100.

The limitations in this **Section 7** apply regardless of the theory of liability (whether based in contract, tort, negligence, strict liability, statute, or otherwise) and even if Armry Shakedown has been advised of the possibility of such damages. Any claim or cause of action arising out of or related to your use of the Service must be filed within one year after such claim or cause of action accrued, or it shall be forever barred.

SECTION 8 INDEMNIFICATION

8.1 User Indemnification.

You agree to indemnify, defend, and hold harmless Armry Shakedown, its members, managers, subsidiaries, affiliates, officers, directors, employees, agents, successors, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, actions, losses, damages, costs, liabilities, and expenses (including reasonable attorneys’ fees and court costs) arising out of or in connection with:

- (a) access to or use of the Service;
- (b) any Item listed, sold, purchased, shipped, or received by you through the Service, including any claim for product defect, misdescription, personal injury, or property damage;
- (c) User Content;
- (d) breach of any provision of these Terms;
- (e) violation of any federal, state, or local law, regulation, or ordinance, including the sale or shipment of a Restricted Item in violation of applicable state or federal capacity restrictions;

- (f) misrepresentation of your law enforcement, first responder, or public safety professional status;
- (g) any tax liability arising from your sales on the Service and failure to remit taxes on any sale;
- (h) any chargeback, reversal, fine, penalty, or claim initiated by a third party (including payment processors, card networks, and financial institutions) in connection with your transactions; and
- (i) any dispute between you and another User.

8.2 Indemnification Procedures.

Armry Shakedown shall provide the indemnifying party with written notice of any claim and shall cooperate in the defense at the indemnifying party's expense. Armry Shakedown reserves the right to assume exclusive control of the defense of any claim subject to indemnification, at the indemnifying party's expense, if Armry Shakedown determines in its sole discretion that such assumption is necessary.

SECTION 9 DISPUTE RESOLUTION

PLEASE READ THIS SECTION CAREFULLY. IT REQUIRES YOU TO ARBITRATE DISPUTES WITH ARMRY SHAKEDOWN AND LIMITS THE MANNER IN WHICH YOU MAY SEEK RELIEF. BY AGREEING TO THESE TERMS, YOU WAIVE YOUR RIGHT TO A JURY TRIAL.

9.1 Informal Resolution.

Before initiating any arbitration or court proceeding, you agree to first attempt to resolve any dispute, claim, or controversy ("**Dispute**") informally by sending a written "**Notice of Claim**" to Armry Shakedown using the information provided in **Section 11.10**. The Notice of Claim must include: (a) your name and Account information; (b) a detailed description of the Dispute; (c) the specific relief sought; and (d) your signature. Armry Shakedown will respond within 30 days. Both parties agree to negotiate in good faith for a period of 60 days from the date of receipt of the Notice of Claim before initiating arbitration.

9.2 Binding Arbitration.

If the parties are unable to resolve a Dispute through informal negotiation within the 60-day period, either party may initiate binding arbitration. All Disputes shall be resolved exclusively through final, binding arbitration administered by the American Arbitration Association ("**AAA**") under the AAA Consumer Arbitration Rules then in effect.

9.3 Arbitrator Authority.

The arbitrator shall have exclusive authority to resolve all Disputes. The arbitrator shall apply the substantive law of the State of Michigan (without regard to conflict of laws principles). The arbitrator's award shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

9.4 Opt-Out Right.

You have the right to opt out of arbitration by sending a written notice expressly stating "I opt out of the arbitration requirement" or words to that effect (an "**Opt-Out Notice**") by email to Legal@ArmryShakedown.com or by writing to us at PO Box 530123, Livonia, MI, 48153 within 30 days after you first agree to these Terms. To be effective, your Opt-Out Notice must be personally signed and include your name, address, telephone number, Account username, and the email address associated with

your Account. Any Opt-Out Notice will be effective only if you send it yourself, on an individual basis; Opt-Out Notices from any third party purporting to act on your behalf will have no effect. Opting out of arbitration does not eliminate or change any other rights or requirements of these Terms.

9.5 Jury Trial Waiver.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND ARMRY SHAKEDOWN EACH WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICE.

9.6 Fees and Costs.

Each party shall bear its own attorneys' fees and costs, except that the arbitrator may award reasonable attorneys' fees to the prevailing party if the arbitrator determines that the other party's claim or defense was frivolous or brought for an improper purpose.

9.7 Fallback Jurisdiction.

If the arbitration agreement in this **Section 9** is found unenforceable as to a particular claim or Dispute, that claim or Dispute shall be resolved exclusively in the state or federal courts located in Oakland County, Michigan, and you consent to personal jurisdiction and venue in such courts.

9.8 Choice of Law.

This Agreement and all claims or disputes arising out of or relating to this Agreement or the Service shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws provisions.

9.9 Class Action Waiver.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND ARMRY SHAKEDOWN AGREE THAT ALL DISPUTES MUST BE RESOLVED ON AN INDIVIDUAL BASIS. NEITHER YOU NOR ARMRY SHAKEDOWN MAY PARTICIPATE AS A PLAINTIFF, CLASS MEMBER, OR REPRESENTATIVE IN ANY CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING.

SECTION 10 ACCOUNT SUSPENSION & TERMINATION

10.1 Armry Shakedown's Right to Suspend or Terminate.

Armry Shakedown reserves the right, in its sole discretion, to suspend, limit, or terminate your Account and access to the Service at any time, for any reason, with or without prior notice, including but not limited to: (a) violation of these Terms or any incorporated policy; (b) suspected fraud, misrepresentation, or illegal activity; (c) failure to maintain Verified User Status; (d) listing of a Prohibited Item; (e) violation of Restricted Item requirements; (f) excessive Claims, chargebacks, or disputes; or (g) upon request from a law enforcement authority.

10.2 Effect of Termination.

Upon termination: (a) your right to access and use the Service ceases immediately; (b) you remain liable for all obligations incurred prior to termination, including pending transactions, outstanding fees, and indemnification obligations; and (c) Reserved Funds may be subject to an account-level hold as described in the Payment and Fee Policy.

10.3 User Termination.

You may close your Account at any time by contacting Armry Shakedown through the Service or at the contact information provided in **Section 11.10**. Account closure does not relieve you of liability for pending transactions or outstanding obligations. Reserved Funds will be held and released in accordance with the Payment and Fee Policy.

10.4 Referral to Law Enforcement.

Armry Shakedown reserves the right to refer suspected violations of law to appropriate law enforcement authorities and to cooperate fully with any investigation. Armry Shakedown may disclose Account information and transaction records pursuant to valid legal process, including subpoenas, court orders, and law enforcement requests, without notice to the affected User.

10.5 Survival.

The following Sections survive termination or expiration of this Agreement: **Section 2** (Platform Role), **Section 6** (Release of Claims), **Section 7** (Limitation of Liability), **Section 8** (Indemnification), **Section 9** (Dispute Resolution), and **Section 10** (Termination).

SECTION 11 GENERAL PROVISIONS

11.1 Notices.

All notices from Armry Shakedown to Users will be sent via the email address associated with the User's Account. Notices from Users to Armry Shakedown should be sent to the contact information provided in **Section 11.10**.

11.2 Assignment.

You may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of Armry Shakedown. Armry Shakedown may assign this Agreement freely, in whole or in part, without your consent, including in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

11.3 Severability.

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, the remaining provisions shall continue in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the parties' original intent.

11.4 Waiver.

The failure of Armry Shakedown to enforce any right or provision of this Agreement shall not constitute a waiver of that right or provision. Any waiver must be in writing and signed by an authorized representative of Armry Shakedown.

11.5 Force Majeure.

Armry Shakedown shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, riots, government actions, power failures, internet disruptions, or third-party service provider failures.

11.6 Headings.

Section headings are for convenience only and shall not affect the interpretation of this Agreement.

11.7 International Use.

The Service is intended for use exclusively within the United States. Users represent and warrant that they are not located in a country subject to a U.S. Government embargo or designated as a “terrorist supporting” country, and are not listed on any U.S. Government list of prohibited or restricted parties.

11.8 No Third-Party Beneficiaries.

This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement, except for the Indemnified Parties identified in **Section 8**.

11.9 Electronic Communications.

By using the Service, you consent to receiving electronic communications from Armry Shakedown, including Account notifications, transaction confirmations, legal notices, and marketing communications (from which you may opt out). You agree that all agreements, notices, and disclosures provided electronically satisfy any legal requirement that such communications be in writing.

11.10 Contact Information.

If you have questions about these Terms, please contact us at:

ARMRY SHAKEDOWN L.L.C.

[]

Email: []

SECTION 12 NOTICE TO CALIFORNIA USERS

12.1 Notice for California Users.

Under California Civil Code Section 1789.3, users of the Service from California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

12.2 Proposition 65.

The California Safe Drinking Water and Toxic Enforcement Act of 1986 (“**Prop 65**”) requires manufacturers, producers, packagers, importers, suppliers, or distributors (the “**Notice Parties**”) of products to provide warnings to California consumers about potentially hazardous or cancer-causing materials in those products. Notice Parties should include a warning that lists the specific chemicals in the product(s) if they are present in an amount that may be hazardous. Example warnings could read:

WARNING: This product can expose you to chemicals, including [name of chemical], which is/are known to the State of California to cause cancer. For more information, go to www.P65Warnings.ca.gov.

WARNING: This product can expose you to chemicals, including [name of chemical], which is/are known to the State of California to cause birth defects or other reproductive harm. For more information, go to www.P65Warnings.ca.gov.

We encourage all Users who sell to California residents to investigate the requirements and to make independent determinations about whether warnings are necessary when selling items to California residents. You can include warnings in your Listings. You agree to indemnify and hold the Platform harmless for any violations of Prop 65 or any claims arising out of your violation of Prop 65.