## **TERMS AND CONDITIONS**

This website is owned and operated by Spartan Combat RTC. These Terms set forth the terms and conditions under which you may use our website and services as offered by us. This website offers visitors information on our Regional Training Center and the ability to sign up for our events and outings. By accessing or using the website of our service, you approve that you have read, understood, and agree to be bound by these Terms.

In order to use our website and/or receive our services, you must possess the legal authority, right and freedom to enter into these Terms as a binding agreement. You are not allowed to use this website and/or receive services if doing so is prohibited in your country or under any law or regulation applicable to you.

When making a purchase or signing up for an event or outing, you agree that: (i) you are responsible for reading the full listing before making a commitment to purchase: (ii) you enter into a legally binding contract to purchase an item when you commit to buy an item and you complete the check-out payment process.

The prices we charge for our events and outings are listed on the website. We reserve the right to change our prices displayed at any time, and to correct pricing errors that may inadvertently occur.

Once purchased, an event or outing cannot be refunded.

We may, without prior notice, change or stop providing the events or outings; or create limits for the events or outings. We may permanently or temporarily terminate or suspend access to the events or outings without notice and liability for any reason, or for no reason.

The Service and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music and all Intellectual Property Rights related thereto, are the exclusive property of Spartan Combat RTC. Except as explicitly provided herein,

nothing in these Terms shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works thereof.

You recognize and agree that by uploading any content (including, but not limited to designs, images, animations, videos, audio files, fonts, logos, illustrations, compositions, artworks, interfaces, text and literary works) through any means to the website, you confirm that you own all the relevant rights or received the appropriate license to upload/transfer/send the content. You agree and consent that the uploaded/transferred content may be publicly displayed at the website.

We may permanently or temporarily terminate or suspend your access to the website without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms or any applicable law or regulations.

You agree to indemnify and hold Spartan Combat RTC harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against them by any third party due to, or arising out of, or in connection with your use of the website or any of the services offered on the website.

To the maximum extent permitted by applicable law, in no event shall Spartan Combat RTC be liable for any indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation, damages for loss of profits, goodwill, use, data or other intangible losses, arising out of or relating to the use of, or inability to use, the website, event, outing or service.

To the maximum extent permitted by applicable law, Spartan Combat RTC assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; and (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein.

We reserve the right to modify these terms from time to time at our sole discretion.

Therefore, you should review them periodically. Your continued use of the Website or our service after any such change constitutes your acceptance of the new Terms. If you do not agree to any of these terms or any future version of the Terms, do not use or access (or continue to access) the website, event, outing or the service.

These Terms, the rights and remedies provided hereunder, and any and all claims and disputes related hereto and/or to the services, shall be governed by, construed under and enforced in all respects solely and exclusively in accordance with the internal substantive laws of the state of New York, without respect to its conflict of laws principles. Any and all such claims and disputes shall be brought in, and you hereby consent to them being decided exclusively by a court of competent jurisdiction located in New York. The application of the United Nations Convention of Contracts for the International Sale of Goods is hereby expressly excluded.

## PRIVACY POLICY

We receive, collect and store information you enter on our website or provide us in any other way. In addition, we collect the Internet protocol (IP) address used to connect your computer to the Internet; login; e-mail address; password; computer and connection information and purchase history. We may use software tools to measure and collect session information, including page response times, length of visits to certain pages, page interaction information, and methods used to browse away from the page. We also collect personally identifiable information (including name, email, password, communications); payment details (including credit card information), comments, feedback, product reviews, recommendations, and personal profile.

When you conduct a transaction on our website, as part of the process, we collect personal information you give us such as your name, address and email address. Your personal information will be used for the specific reasons stated only.

We collect such Non-personal and Personal Information for the following purposes:

- To provide and operate the website and conduct events and outings;
- To provide our Users with ongoing customer assistance and technical support;
- To be able to contact our Visitors and Users with general or personalized service-related notices and promotional messages;
- To create aggregated statistical data and other aggregated and/or inferred Non-personal Information, which we or our business partners may use to provide and improve our respective services;
- To comply with any applicable laws and regulations.

Our company is hosted on the Wix.com platform. Wix.com provides us with the online platform that allows us to sell our products and services to you. Your data may be stored through Wix.com's data storage, databases and the general Wix.com applications. They store your data on secure servers behind a firewall.

All direct payment gateways offered by Wix.com and used by our company adhere to the standards set by PCI-DSS as managed by the PCI Security Standards Council, which is a joint effort of brands like Visa, MasterCard, American Express and Discover. PCI-DSS requirements help ensure the secure handling of credit card information by our store and its service providers.

We may contact you to notify you regarding your account, to troubleshoot problems, to resolve a dispute, to collect fees or monies owed, to poll your opinions through surveys or questionnaires, to send updates about our company, or as otherwise necessary to contact you to enforce our Terms and Conditions Agreement, applicable national laws, and any agreement we may have with you. For these purposes we may contact you via email, telephone, text messages, and postal mail.

If you don't want us to process your data anymore, please contact us at <a href="mailto:spartancrtc@gmail.com">spartancrtc@gmail.com</a>. If you would like to: access, correct, amend or delete any personal information we have about you, you are invited to contact us at <a href="mailto:spartancrtc@gmail.com">spartancrtc@gmail.com</a>.

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website.