

ARMADA Training Academy Developing Leaders! Building Confidence! Enhancing Efficiency!

Terms and Conditions

Terms and Conditions | Privacy Policy Last updated: May 4, 2021

Please read these Terms and Conditions ("Terms" or "Terms and Conditions") carefully before using the www.armadausa.com website (the "Service") operated by ARMADA Ltd. ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you must not access the Service.

Use of the Service

You can only use the Service for lawful purposes and in accordance with these Terms. We reserve the right to suspend your usage or terminate your account for or any or no reason, including without limitation, any violation of these Terms.

Communications

By creating an account on our service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or instructions provided in any email we send.

Purchases

If you wish to purchase any product or service made available through the Service ("Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information.

You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.



The service may employ the use of third-party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy.

We reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Availability, Errors and Inaccuracies

We are constantly updating product and service offerings on the Service. We reserve the right to withdraw or amend our Service, and any data or information we provide on the Service, in our sole discretion without notice. We may experience delays in updating information on the Service and in our advertising on other web sites. The information found on the Service may contain errors or inaccuracies and may not be complete or current. Products or services may be mispriced, described inaccurately, or unavailable on the Service and we cannot guarantee the accuracy or completeness of any information found on the Service.

We therefore reserve the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice.

Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through the Service may be governed by rules that are separate from these Terms & Conditions. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms and Conditions, the Promotion rules will apply.

Subscriptions

Some parts of the Service are billed on a subscription basis ("Subscription(s)"). You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Billing cycles are set either on a monthly or annual basis, depending on the type of subscription plan you select when purchasing a Subscription.

At the end of each Billing Cycle, your Subscription will automatically renew under the exact same conditions unless you cancel it in advance or ARMADA Ltd., cancels it. You may cancel your Subscription renewal either through your online account management page or by contacting ARMADA Ltd. customer support team.



A valid payment method, including credit card or PayPal, is required to process the payment for your Subscription. You shall provide ARMADA Ltd.with accurate and complete billing information including full name, address, state, zip code, telephone number, and a valid payment method information. By submitting such payment information, you automatically authorize ARMADA Ltd. to charge all Subscription fees incurred through your account to any such payment instruments.

Should automatic billing fail to occur for any reason, ARMADA Ltd. will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the billing period as indicated on the invoice.

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ARMADA Ltd. may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial").

You may be required to enter your billing information in order to sign up for the Free Trial.

If you do enter your billing information when signing up for the Free Trial, you will not be charged by ARMADA Ltd. until the Free Trial has expired. On the last day of the Free Trial period, unless you cancelled your Subscription, you will be automatically charged the applicable Subscription fees for the type of Subscription you have selected.

At any time and without notice, ARMADA Ltd. reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

Fee Changes

ARMADA Ltd. in its sole discretion and at any time, may modify the Subscription fees for the Subscriptions. Any Subscription fee change will become effective at the end of the thencurrent Billing Cycle.

ARMADA Ltd. will provide you with a reasonable prior notice of any change in Subscription fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

Online Course Return Policy and Refunds

We do not offer returns on any online digital products. Certain refund requests for Subscriptions may be considered by ARMADA Ltd. on a case-by-case basis and granted in sole discretion of ARMADA Ltd. Please note we do not accept retroactive discounts. If you forget to enter your coupon code, we cannot apply that discount after the fact.



Event Return Policy and Refunds

No refunds are available if you cancel within 60 days of the event date. Your tuition can be applied to a future class if you need to postpone 30 Days prior to the event date. There are no refunds or postponements inside of 30 days from the event date.

A 75% refund of tuition is available if you cancel between 60-90 days prior to the event. If you cancel with more than 90 days before the event date, you will be eligible for a full refund, minus a 20% cancellation fee.

If you purchased an event prior to a sale, or did not realize there was a sale, we do not offer retro-active discounts for courses, so we will be unable to provide you a refund for the difference. You may not cancel your event and re-sign up to receive a new discount code either.

If you received any free gear or virtual training as part of any promotions at the time of your course signup, and you cancel within an eligible refund period, your refund will not include the price of the gear or virtual training items you received. The retail value of the free items you received will be deducted from your refund.

Act of God Clause

If an event is cancelled for causes beyond our reasonable control, including causes such as an earthquake, flood, lightning storm, hurricane, tornado, mudslide, meteor shower, or other natural disaster, labor stoppages or slowdown, pandemics, war, invasion, or national or regional emergency ("Force Majeure Events"), we will use good faith efforts to reschedule the event within 60-90 days of the original course date. If we cannot re-schedule the event within that time frame, attendee's will be given a voucher to attend any course of their choosing within the next 12 months. If an attendee misses the course due to the inability to travel from their location due to Force Majeure Events, they will be given a voucher for a future course. If there is not a future course scheduled within 12 months, the attendee's voucher will still be valid until such time that we hold another similar event.

Digital Pdfs

Digital-PDF links may be provided to you through the SECURE Network or that are emailed to you after your purchase of a course. PDF downloads are stored in your account, but that may not always be the case depending on website changes. There is no guarantee that your download will be in your account on our site. It is your responsibility to download and save any PDF files that you purchase.



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You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.



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We strongly advise you to read the terms and conditions and privacy policies of any thirdparty web sites or services that you visit.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

If you wish to terminate your account, you may simply discontinue using the Service.



All provisions of the Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

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In the event that ARMADA Ltd. product or service has been mistakenly listed at an incorrect price, whether regular pricing, clearance or sale pricing, ARMADA Ltd. reserves the right to refuse or cancel any orders placed for product listed with the wrong pricing. ARMADA Ltd. Network reserves the right to refuse or cancel any such orders whether or not the order has been confirmed or if your credit card has already been charged. If your credit card has already been charged for the purchase and your order is cancelled, ARMADA Ltd. shall issue a credit to your credit card account in the amount of the incorrect price.

Communications

ARMADA Ltd. may contact you by means of e-mail or by any other method in which you have provided to The SECURE Network, including phone numbers and/or mailing addresses.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.



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Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you must not use the Service. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

Contact Us

If you have any questions about these Terms, please contact us at <u>securenetwrok@armadausa.com</u>.