



TERMS AND CONDITIONS OF USE

Last updated March 2024

In this Terms and Conditions of Use Agreement (“Agreement”, “Terms of Use”, or “Terms”), “AG”, “we”, “us”, or “our” refers to AVANT GARDE SYSTEMS INC. d/b/a AVANT-GARDE. AG provides certain products and services and the use of our site <https://ag.inc/> (the “Site”) to you subject to the following terms and conditions.

PLEASE READ THE ENTIRE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE YOU CONTINUE. BY ACCESSING THIS WEBSITE OR USING ANY OF ITS FEATURES, YOU AGREE TO THESE TERMS OF USE AND ARE DEEMED TO HAVE ACCEPTED THE TERMS AND CONDITIONS OF USE IN THEIR ENTIRETY. IF YOU DO NOT AGREE PLEASE REDIRECT YOUR BROWSER AND EXIT THE WEBSITE. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES FROM THIS WEBSITE, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH AG, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

1. Introduction

Welcome to the Site: <https://ag.inc/>, which is owned and operated by AG. AG provides services relating to secured entry control, and provides the Site to allow customers to purchase products related to secured entry.

2. Terms

This Agreement sets forth guidelines for the use and viewing of our Site and apply to the purchase and sale of products and services through the Site. By accessing and browsing the Site, you (as a “Visitor”) agree to these Terms of Use. A “Visitor” is defined as any individual browsing the Site. These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and AG, concerning your access to and use of the Site as well as any other media form, media channel, mobile website, or mobile application related, linked, or otherwise connected thereto.

AG reserves the right, at its sole discretion, to change, modify, add, or delete portions of these Terms of Use at any time without further notice. AG will post any changes to these Terms of Use on the Site. All changes are effective immediately when we post them and apply to all access to and use of our Site thereafter. Your continued use of our Site following the posting of revised Terms and Conditions of Use means that you accept and agree to the changes. We encourage you to periodically review this page for the latest information on our Terms of Use, as they are binding on you. Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We will alert you about any changes by updating the “Last updated” date of these Terms, and you waive any right to receive specific notice of each such change. AG may terminate your right to, and deny you access to, this Site if, in our sole discretion, you fail to comply with any term or provision of this Agreement, or for any other reason whatsoever.

Use of this Site is limited to persons eighteen (“18”) years of age and over. The policy of AG, as the operator of this Site, is NOT to knowingly collect any personal information from persons under 18, including “individually identifiable information,”



as defined by the Children’s Online Privacy Protection Act (“COPPA”). If you are under the age of 18, you should leave the Site without providing any information about yourself. Any access to or use of this Site by anyone under the age of majority requires consent to this Agreement by a parent or legal guardian. By accessing or using the Site, you represent and warrant to us that you are either a legal adult or, if under the age of majority, have obtained proper consent from a parent or legal guardian to your use of the Site and to be subject to the terms of this Agreement. By using the Site and Services, you represent and warrant that you have the right, authority, and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

3. Privacy Policy

AG may collect certain Visitor information in connection with your use of the Site and its features. For example, we may ask you for information, such as your name, phone number, and e-mail address, when you connect with us using our Contact forms on the Site. When you provide information to AG in connection with your access to or use of the Site, you agree to provide only true, accurate, current, and complete information.

In addition to these Terms of Use, the collection and use of your personally identifiable information obtained by us from this Site is subject to our **Privacy Policy**, which you can access and review here: <https://ag.inc/privacy>. For more information regarding the use of your information, please see our Privacy Policy.

4. Copyright, Trademark, and Site Mark Information

This Site and all digital content in any form on the Site, including all designs, text, graphics, pictures, video, audio, information, applications, and other files, and their selection and arrangement (each, “Digital Content”) are the exclusive property of AG, its licensors, or other third parties and are protected by copyright, trademark, and other intellectual property laws. Visitors may not modify, transmit, publish, participate in the transfer or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit, any of the Digital Content, in whole or in part.

The AG logos are proprietary trademarks and may not be used in connection with any product or material that is not provided by AG, or in any manner that is likely to cause confusion among Visitors, or in any manner that disparages or discredits AG.

All other trademarks displayed on the Site are the trademarks of their respective owners and may only be used with the permission of the owner. The display of the trademarks of third parties on our Site constitutes neither: (i) an endorsement or recommendation of those third parties; nor (ii) an endorsement of AG by those third parties.

5. Notification of Claimed Copyright Infringement

If you believe that your work has been copied and is accessible on our Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

- a) A description of the copyrighted work that you claim has been infringed;
- b) Identification of the URL or other specific location on the Site where the material you claim is infringing is located;
- c) Your name, address, telephone number, email address, and statement that you are an authorized person to act on behalf of the owner of the copyright;
- d) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- e) An affidavit submitted by you, sworn to, and made under the penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or are an authorized agent to act on behalf of the copyright owner.



Pursuant to Section 512 of the Copyright Revision Act, as amended by the Digital Millennium Copyright Act, AG designates the following individual as its agent for receipt of notifications of claimed copyright infringement:

Avant-Garde
125 E. Stansifer Ave,
Clarksville, IN 47129
Attention: Copyright Notice
By Email: ecommerce@ag.inc

6. Order Acceptance and Cancellation

You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us, or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

7. Prices and Payment Terms

Prices posted on this Site may be different from prices offered elsewhere. All prices, discounts, and promotions posted on this Site are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices may not include taxes or charges for shipping and handling. All such taxes and charges will be added to your order total and will be itemized in your cart and your order confirmation email. We strive to display accurate price information, however, we may, on occasion, make inadvertent typographical errors, inaccuracies, or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

We may offer, from time to time, promotions on the Site that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.

Terms of payment are within our sole discretion and payment must be received by us before we accept an order. You represent and warrant that (i) the credit card information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Site at the time of your order.

8. Shipping and Delivery

We will arrange for shipment of the products to you. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order. Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delay in shipments.

9. Returns and Refunds

Except for any products designated on the Site as final sale or non-returnable, we may accept a return of the products for a refund of your purchase price in accordance with our Returns & Exchange Policy (accessible here: <https://ag.inc/returns-refunds-policy>). Please review our Returns & Exchange Policy for more information.

10. Payment Card Data Security



You are responsible for providing valid and current payment information. You agree to promptly update your account information, including payment information, with any changes that may occur. We follow the Payment Card Industry Data Security Standard (PCI-DSS) when handling credit card data. AG currently accepts VISA, MasterCard, Discover, and American Express credit cards as authorized payment methods on the Site. All payment transactions are processed by our third-party payment processor, Stripe, Inc., in adherence to PCI-DSS, and other applicable standards. For more information regarding such collection and use, please review Stripe's privacy policy (accessible here: <https://stripe.com/gb/privacy>). AG at its sole election may discontinue support for any payment method or it may support additional payment methods (i.e., Apple Pay, Google Wallet, or Amazon Payments) and we will update these Terms accordingly.

11. Accessing the Site and Account Security

We reserve the right to withdraw or amend our Site, and any service, products, or material we provide on our Site, in our sole discretion without notice. We will not be liable if for any reason all or any part of our Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of our Site, or the entirety of our Site, to users, including registered users.

You are responsible for making all arrangements necessary for you to have access to our Site; and ensuring that all persons who access the Site through your internet connection are aware of these Terms of Use and comply with them.

In the event you access any part of the Site requiring a user name and password, you are solely responsible for keeping such information strictly confidential.

You may not violate or attempt to violate the security of our Site, including, without limitation, by engaging in Prohibited Activities as outlined in Section 18. We may prosecute you to the full extent of the law for any violation of these Terms.

12. Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER AG, ITS AFFILIATES, NOR ANY OF ITS RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS, OR LICENSORS WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO WE OR THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE WEBSITE, OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION PROVIDED THROUGH THE WEBSITE.

THE WEBSITE, AND ITS RELATED SERVICES AND INFORMATION, ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SITE'S CONTENT OR THE CONTENT OF ANY WEBSITES LINKED TO THE SITE AND WE ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS, (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE, (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE.



ALL INFORMATION AVAILABLE THROUGH THE SITE IS FOR INFORMATIONAL PURPOSES ONLY. BEFORE YOU ACT ON ANY INFORMATION YOU HAVE FOUND ON THE SITE, YOU SHOULD INDEPENDENTLY CONFIRM ANY FACTS THAT ARE IMPORTANT TO YOUR DECISION. IF YOU RELY ON ANY INFORMATION OR SERVICE AVAILABLE THROUGH THE SITE, YOU EXPRESSLY AGREE THAT YOU DO SO AT YOUR OWN RISK.

AG IS NOT A MANUFACTURER. MANUFACTURERS' WARRANTIES, INCLUDING WARRANTIES, IF ANY, AS TO THE COMPLIANCE WITH REGULATORY AUTHORITIES, ARE SOLELY THOSE OF THE MANUFACTURERS. AG ITSELF MAKES NO WARRANTIES OF ANY KIND AND DISCLAIMS ALL EXPRESS WARRANTIES AND IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AG'S LIABILITY, IF ANY, FOR NEGLIGENCE OR OTHERWISE, IS LIMITED TO THE RETURN OF GOODS SOLD AND REFUND OF PURCHASE PRICE IN ACCORDANCE WITH OUR RETURNS & EXCHANGE POLICY, WHICH YOU MAY ACCESS HERE: <https://ag.inc/returns-refunds-policy>. THIS IS THE EXCLUSIVE REMEDY AND UNDER NO CIRCUMSTANCES IS AG LIABLE FOR CONSEQUENTIAL DAMAGES. ACTUAL PRODUCT PACKAGING AND MATERIALS MAY CONTAIN MORE AND/OR DIFFERENT INFORMATION THAN THAT SHOWN ON OUR SITE. WE RECOMMEND THAT YOU DO NOT SOLELY RELY ON THE INFORMATION PRESENTED ON THIS SITE AND THAT YOU ALWAYS READ LABELS, WARNINGS, AND DIRECTIONS BEFORE USING OR CONSUMING A PRODUCT. FOR ADDITIONAL INFORMATION ABOUT A PRODUCT, PLEASE CONTACT THE MANUFACTURER. CONTENT ON THIS SITE IS FOR REFERENCE PURPOSES AND IS NOT INTENDED TO SUBSTITUTE FOR ADVICE GIVEN BY A LICENSED PROFESSIONAL.

PLEASE NOTE THAT, BY ITS VERY NATURE, A WEBSITE CANNOT BE ABSOLUTELY PROTECTED AGAINST INTENTIONAL OR MALICIOUS INTRUSION ATTEMPTS. FURTHERMORE, AG DOES NOT CONTROL THE DEVICES OR COMPUTERS OR THE MANNER IN WHICH YOU MAY CHOOSE TO SEND CONFIDENTIAL PERSONAL INFORMATION AND CANNOT, THEREFORE, PREVENT SUCH INTERCEPTIONS OR COMPROMISES TO YOUR INFORMATION TRANSMITTED TO OR FROM THE WEBSITE, OR STORED WITHIN THIS WEBSITE.

13. Limitation of Liability

IN NO EVENT WILL AG, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SITE OR THE CONTENT INCLUDED THEREIN, BE LIABLE IN CONTRACT, IN TORT (INCLUDING FOR ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF USE OR SIMILAR ECONOMIC LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE.

YOU ASSUME THE SOLE RISK OF TRANSMITTING YOUR INFORMATION AS IT RELATES TO THE USE OF THIS SITE, AND FOR ANY DATA CORRUPTIONS, INTENTIONAL INTERCEPTIONS, INTRUSIONS, OR UNAUTHORIZED ACCESS TO INFORMATION, OR OF ANY DELAYS, INTERRUPTIONS TO, OR FAILURES PREVENTING THE USE OF THIS SITE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

14. Indemnification

You agree to defend, indemnify, and hold harmless AG and its affiliates and their respective directors, members, officers, employees, and agents from and against any and all claims, actions, demands, damages, costs, liabilities, losses, and expenses (including reasonable attorneys' fees) arising out of your use of the Site, including but not limited to, the violation of this Agreement, or infringement of any intellectual property rights.

15. Modifications and Interruption to Service



AG reserves the right to modify or discontinue any services or products offered on the Site with or without notice. AG shall not be liable to a Visitor or any third party should AG exercise its right to modify or discontinue any service or product offering on the Site. Each Visitor acknowledges and accepts that AG does not guarantee continuous, uninterrupted, or secure access to the Site and operation of the Site may be interfered with or adversely affected by numerous factors or circumstances outside of our operation or control.

16. Term and Termination

THESE TERMS OF USE SHALL REMAIN IN FULL FORCE AND EFFECT WHILE YOU USE THE SITE. WITHOUT LIMITING ANY OTHER PROVISION OF THESE TERMS OF USE, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SITE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS OF USE OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SITE WITHOUT WARNING, IN OUR SOLE DISCRETION.

17. Third-Party Content

The Site may include links to sites owned and maintained by third parties not related to AG (collectively referred to as "Third-Party Sites"). Any such links to the websites or other properties of third parties are provided for your convenience only, and such links do not imply endorsement by AG or affiliation of such Third-Party Sites or the content contained therein. You acknowledge that we are not responsible for the availability of, or the content, or products located through any Third-Party Sites. You should contact those Third-Party Sites if you have any concerns regarding such links. Your use of any Third-Party Sites is subject to the terms & conditions of use and privacy policies of those sites. We encourage you to review all of the Third-Party Sites' policies.

AG disclaims all warranties, express or implied, as to the accuracy, legality, reliability, or validity concerning any Third-Party Sites and their product or content offerings, and you agree that any recourse for dissatisfaction or problems with any Third-Party Sites must be directed to the third party and not AG.

Any opinions, advice, statements, offers, or other information or content expressed or made available by third parties, are those of the third party and not of AG.

18. Prohibited Activities

The following actions are not allowed on this Site:

- a) You must not misuse our Site by knowingly introducing viruses, trojans, worms, logic bombs, or other material that is malicious or technologically harmful, or otherwise attempt to interfere with service to any user, host, or network;
- b) You must not attempt to gain unauthorized access to our Site, the server on which our Site is stored, data on the Site not intended for you, an account which you are not authorized to access, or any server, computer, or database connected to our Site;
- c) You must not use any portion of our Site for unintended purposes or attempt to change the behavior of our Site;
- d) You must not attempt to probe, scan, or test the vulnerability of a system or network or breach security or authentication measures without proper authorization;
- e) You must not forge any Transmission Control Protocol/Internet Protocol (TCP/IP) packet header or any part of the header information in any email, blog posting, or other form of content;
- f) You must not forge communications on behalf of AG (impersonating AG) or to our Site (impersonating as a legitimate user);
- g) You must not attack our Site via a denial-of-service attack or a distributed denial-of-service attack;
- h) You must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists;



- i) You must not establish a link to our Site from any website that is not owned by you; and
- j) Our Site must not be framed on any other site, nor may you create a link to any part of our Site other than the homepage.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. We reserve the right to withdraw linking permission without notice. If you wish to link to or make any use of content on our Site other than that set out above and in our Privacy Policy, please contact us by email at ecommerce@ag.inc.

By breaching any of the provisions above in this Section 18 you would commit a criminal offense. We will report any such behavior to the relevant law enforcement authorities, and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Site will cease immediately.

We reserve the right, but not the obligation, to: (1) monitor the Site for violations of these Terms of Use; (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms of Use, including without limitation, reporting such user to law enforcement authorities; (3) in our sole discretion and without limitation, notice, or liability, remove from the Site or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems; and (4) otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site

19. Governing Jurisdiction

This Agreement will be governed by and construed in accordance with the laws of the United States of America and the laws of the State of Indiana, without regard to any principles of conflicts of law. Any and all services and rights of use hereunder are considered performed in the United States of America and you agree that any action at law or in equity that arises out of or relates to AG or these Terms of Use will be filed only in the state courts located in Clark County, Indiana or the federal court located in Floyd County, Indiana, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

The Site can be accessed from the United States and from other countries around the world. Although each of these jurisdictions has laws that may differ from those of the United States, by accessing the Site, if you are located outside of the United States, you agree that all matters relating to access to, or use of, the Site, or any other hyperlinked website, shall be governed by the federal laws of the United States without regard to any principles of conflicts of law.

20. Compliance with Laws and International Use

You assume all knowledge of applicable laws and are responsible for compliance with any such laws. You may not use the Site in any way that violates applicable state, federal, or international laws, regulations, or other government requirements.

AG reserves the right to use any information available by virtue of your use of the Site (including, for example, reverse IP address inquiry) in order to comply with any law, to enforce our Terms of Use or Privacy Policy, or to protect the rights, property or safety of all Visitors. We reserve the right without obligation to review the content of the Site, and other information posted to the Site to determine compliance with our Agreement and operating rules established by us or our affiliates, and to satisfy any law, regulation or authorized government request.

Furthermore, we make no representation that Digital Content on the Site is appropriate or available for use in locations outside the United States. We prohibit accessing the Digital Content from territories where such Digital Content is illegal. Those who choose to access the Site from other locations outside of the United States do so on their own initiative and at their own risk and are responsible for compliance with those local laws and regulations.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such



jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

21. Miscellaneous Terms

Entire Agreement

These Terms of Use in conjunction with our Privacy Policy (accessible here: <https://ag.inc/privacy>), and any other AG policies posted on the Site constitute the entire agreement and understanding between us, superseding any prior agreements and understandings, and govern your use of the Site. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. Our failure to enforce or exercise any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. If any provision of these Terms of Use is determined to be unlawful, void, or unenforceable for any reason, the other provisions (and any partially enforceable provisions) shall not be affected thereby and shall remain valid and in full force and effect. You agree that these Terms of Use may be assigned by AG, in our sole discretion, to a third party in the event of a merger or acquisition or change of control. The section titles and headings in these Terms of Use are for convenience only and have no legal or contractual effect.

Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, government order, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown, or power outage.

No Assignment

You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this provision is null and void. No assignment or delegation relieves you or any of your obligations under these Terms. These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

No Relationship

No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms of Use.

Consent to Communications

By submitting information to AG through the Site or otherwise, you are making an inquiry as to services offered by AG and give AG permission to contact you through email, fax, telephone, mobile phone, or any means, even if your phone number or mobile number is on a "Do Not Call" list.

Any rights not expressly granted herein are reserved by and for us.

YOU HAVE READ THIS AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

AG will use commercially reasonable efforts to promptly respond and resolve any problem or question.



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