

# TERMS & CONDITIONS

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## **\* SHIPPING LIMITATIONS.**

When an order is placed, it will be shipping to an address designated by the purchaser as long as that shipping address is compliant with the shipping restrictions contained on this Website. All purchases from this Website are made pursuant to a shipment contract. As a result, risk of loss and title for items purchased from this Website pass to you upon delivery of the items to the carrier. You are responsible for filing any claims with carriers for damaged and/or lost shipments.

## **\* ACCURACY OF INFORMATION.**

We attempt to ensure that information on this Website is complete, accurate and current. Despite our efforts, the information on this Website may occasionally be inaccurate, incomplete or out of date. We make no representation as to the completeness, accuracy or correctness of any information on this Website. In addition, we may make changes in information about price and availability without notice. While it is our practice to confirm orders by email, the receipt of an email order confirmation does not constitute our acceptance of an order or our confirmation of an offer to sell a product or service. We reserve the right, without prior notice, to limit the order quantity on any product or service and/or to refuse service to any customer. We also may require verification of information prior to the acceptance and/or shipment of any order.

## **\* CONTENT.**

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**\* LINKING TO THIS WEBSITE.**

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**\* THIRD PARTY LINKS.**

From time to time, this Website may contain links to Websites that are not owned, operated or controlled by Triton Business Group or its affiliates. All such links are provided solely as a convenience to you. If you use these links, you will leave this Website. Neither we nor any of our affiliates are responsible for any content, materials or other information located on or accessible from any other Website. Neither we nor any of our affiliates endorse, guarantee, or make any representations or warranties regarding any other Website, or any content, materials or other information located or accessible from such Websites, or the results that you may obtain from using such Websites. If you decide to access any other Website linked to or from this Website, you do so entirely at your own risk.

**\* INAPPROPRIATE MATERIAL.**

You are prohibited from posting or transmitting any unlawful, threatening, defamatory, libelous, obscene, pornographic or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. In addition to any remedies that we may have at law or in equity, if we reasonably determine that you have violated or are likely to violate the foregoing prohibitions, we may take any action we reasonably deem necessary to cure or prevent the violation, including without limitation, the immediate removal from this Website of the related materials. We will fully cooperate with any law enforcement authorities or court order or subpoena requesting or directing us to disclose the identity of anyone posting such materials.

**\* USER INFORMATION.**

Other than personally identifiable information, which is subject to this Website's Privacy Policy, any material, information, suggestions, ideas, concepts, know-how, techniques, questions, comments or other communication you transmit or provide to this Website in any manner ("User Communications") is and will be considered non-confidential and non-proprietary. Triton Business Group, each of our affiliates and/or our designees may use any or all User Communications for any purpose whatsoever, including, without limitation, reproduction, transmission, disclosure, publication, broadcast, development, manufacturing and/or marketing in any manner whatsoever for any or all commercial or non-commercial purposes. We may, but are not obligated to, monitor or review any User Communications. We shall have no obligation to use, return, review, or respond to any User Communications. We will have no liability related to the content of any such User Communications, whether or not arising under the laws of copyright, libel, privacy, obscenity, or otherwise. We retain the right to remove any or all User Communications that includes any material we deem inappropriate or unacceptable.

**\* INDEMNITY.**

User agrees to indemnify and hold Triton Business Group and each TritonFranchise.com Provider harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of such User's use of the TritonFranchise.com Site, the TritonFranchise.com Products or Services, breach of the Terms and Conditions or User's violation of any law or the rights of a third party.

**\* NOTICES.**

User consents to receive electronic communications from Triton Business Group, addressed to the e-mail address such User used when making a purchase at the TritonFranchise.com Site. User acknowledges and agrees that any communication via e-mail or by postings on this TritonFranchise.com Site satisfies any legal requirement that such communications be made in writing.

**\* DISCLAIMERS.**

Your use of this Website is at your risk. The materials and services provided in connection with this Website are provided "as is" without any warranties of any kind including warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. Neither we nor any of our affiliates warrant the accuracy or completeness of the materials or services on or through this Website. The materials and services on or through

this Website may be out of date, and neither we nor any affiliates make any commitment or assumes any duty to update such materials or services. The foregoing exclusions of implied warranties do not apply to the extent prohibited by law. Please refer to your local laws for any such prohibitions.

All products and services purchased on or through the TritonFranchise.com Website are not subject to any applicable warranties or guarantees of success to you by the use of the products or services that are provided from Triton Business Group or its affiliates.

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Under no circumstances shall Triton Business Group or any TritonFranchise.com Provider be liable for any financial or any other damages that may occur that result from the use of or inability to use the TritonFranchise.com Site, including but not limited to reliance by a User on any information obtained from the TritonFranchise.com Site or that result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not resulting from acts of god, communications failure, theft, destruction, or unauthorized access to Triton Business Group's records, programs, or services. User hereby acknowledges that this paragraph shall apply to all Content, including User Created Content, merchandise, and products and services available through the TritonFranchise.com Site.

Neither Triton Business Group nor any TritonFranchise.com Provider will be liable for any indirect, incidental, special or consequential damages arising from the use of the TritonFranchise.com Site, or the purchase or download of any Content, or product therefrom, even if Triton Business Group or any TritonFranchise.com Provider have been advised of the possibility of such damages.

**\* LIMITATIONS OF LIABILITY.**

We assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect, your computer, telecommunication equipment, or other property caused by or arising from your access to, use of, or browsing this Website or your downloading of any materials, from this Website.

In no event will we, our respective officers, directors, employees, shareholders, affiliates, parent corporations, agents, successors, assigns, retail partners nor any party involved in the creation, production or transmission of this Website be liable to any party for any indirect, special, punitive, incidental or consequential damages (including, without limitation, those resulting from lost profits, lost data or business interruption) arising out of the use, inability to use, or the results of use of this Website, any Websites linked to this Website, or the materials, information or services contained at any or all such Websites, whether based on warranty, contract, tort or any other legal theory and whether or not advised of the possibility of such damages. The foregoing limitations of liability do not apply to the extent prohibited by law. Please refer to your local laws for any such prohibitions. In the event of any problem with this Website or any content, you agree that your sole remedy is to cease using this Website.

**\* SEVERABILITY.**

The provisions of these Terms and Conditions are intended to be severable. If for any reason any provision of these Terms and Conditions shall be held invalid or unenforceable in whole or in part in any applicable jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability thereof in any other jurisdiction or the remaining provisions hereof in any jurisdiction. The failure of Triton Business Group to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

**\* REVISIONS TO THESE TERMS AND CONDITIONS.**

We may revise these Terms and Conditions at any time and from time to time by updating this posting. You should visit this page from time to time to review the then current Terms and Conditions because they are binding on you. Certain provisions of these Terms and Conditions may be superseded by expressly designated legal notices or terms located on particular pages at this Website.

**\* CHOICE OF LAW; JURISDICTION.**

These Terms and Conditions supersede any other agreement between you and us to the extent necessary to resolve any inconsistency or ambiguity between them. These Terms and Conditions will be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to any principles of conflicts of laws. A printed version of these Terms and Conditions shall be admissible in judicial and administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

**\* DISPUTE RESOLUTION.**

Any claim or controversy at law or equity that arises out of the Terms and Conditions, the TritonFranchise.com Site or any TritonFranchise.com Product or Service (each a "Claim"), shall be resolved through binding arbitration conducted by telephone, online or based solely upon written submissions where no in-person appearance is required. In such cases, the arbitration shall be administered by the American Arbitration Association under its Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes, if applicable), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Alternatively, at Triton Business Group's sole option, a Claim (including Claims for injunctive or other equitable relief) may be adjudicated by a court of competent jurisdiction located in the State of Georgia.

Any Claim shall be arbitrated or litigated, as the case may be, on an individual basis and shall not be consolidated with any Claim of any other party whether through class action proceedings, class arbitration proceedings or otherwise.

Each of the parties hereby knowingly, voluntarily and intentionally waives any right it may have to a trial by jury in respect of any litigation (including but not limited to any claims, counterclaims, cross-claims, or third-party claims) arising out of, under or in connection with these Terms and Conditions. Further, each party hereto certifies that no representative or agent of either party has represented, expressly or otherwise, that such party would not in the event of such litigation, seek to enforce this waiver of right to jury trial provision. Each of the parties acknowledges that this section is a material inducement for the other party entering into these Terms and Conditions.

**\* SHIPPING AND RETURNS.**

All purchases of Products or Services made at the TritonFranchise.com Site are shipped with free standard shipping in the contiguous U.S. states only. However, there will be additional costs for shipping to Users who request shipment to Alaska, Hawaii, Puerto Rico, or U.S. territories such as the U.S. Virgin Islands or international addresses. These costs will be added to the cost of the product that Users purchase from the TritonFranchise.com Site.

All purchases of Products or Services made at the TritonFranchise.com Site are final and we do not accept any returns of products nor do we give refunds for products or services purchased from the TritonFranchise.com site. If you believe the product was damaged during shipping, we require that you contact us within 2 days of delivery and we will work with you to quickly resolve the issue for a damaged product only.

**\* ADDITIONAL TERMS AND CONDITIONS.**

In addition to the policies and guidelines located throughout the TritonFranchise.com Site, the following policies are incorporated into the Terms and Conditions:

Privacy Policy: <http://www.tritonfranchise.com/privacy-policy> (also accessible via a link on the bottom of the TritonFranchise.com Site pages)

**\* ACKNOWLEDGMENT.**

The Terms and Conditions, including all documents referenced herein, represents the entire understanding between User and Triton Business Group regarding User's relationship with Triton Business Group and supersedes any prior statements or representations. Headings used in the Terms and Conditions are for reference only and shall not affect the meaning of any terms. "Including" means "including, without limitation."

**\* MODIFICATION.**

Triton Business Group reserves the right to make changes to the TritonFranchise.com Site, posted policies and Terms and Conditions at any time without notice or liability. These terms were last revised on August 1, 2017.

**\* ADDITIONAL ASSISTANCE.**

If you do not understand any of the foregoing Terms and Conditions or if you have any questions or comments, we invite you to contact our Customer Service Department.