

Angler Z, LLC Terms and Conditions

The following terms and conditions (hereinafter referred to as the **“Terms”**) are made between Angler Z (hereinafter referred to as the **“Developer”**), incorporated at 3608 Tanglewood Dr., Springdale, AR 72764 and the user (hereinafter referred to as the **“User”**).

These Terms govern the User's use of Angler Z mobile application (hereinafter referred to as the **“Product”**).

The Product is owned and operated by Josh Landreth.

The Developer and the User shall collectively be referred to as the **“Parties”** and individually as the **“Party.”**

TERMS AND CONDITIONS.

1. INTELLECTUAL PROPERTY RIGHTS.

(a) The Product is the Developer's proprietary property, and all source code, functionality, databases, software, designs, graphics, text on it, and the trademarks, logos, and other marks (hereinafter referred to as the **“Content”**) are owned by or licensed to the Developer and are protected by copyright, trademark and patent laws and other intellectual property rights and laws of Arkansas, foreign jurisdictions, and international conventions.

(b) Unless otherwise specified, the Content shall not be reproduced, copied, distributed, sourced, sold, or exploited without a prior written agreement by the Developer.

(c) The User's eligibility to use the Product is limited to the license of use of certain permissible portions of the Product, which can be downloaded, copied, printed, or sourced.

(d) The User may not use the Content for any purpose other than in accordance with the license that is provided under this clause, and this license to utilize the Content terminates upon the termination.

2. LIMITATION OF LIABILITY.

(a) The Developer shall hereby expressly exclude any liability, to the maximum permissible extent

under the law, in relation to loss of data, interference in the User's business, or any damages which are incidental to or arise from such loss of data or interference in business.

(b) The Developer shall not be liable, to the maximum permissible extent under the law, for any damage, loss, or incurrence, including legal costs and expenses, whether direct or indirect, in connection with the User's use of the Product or the Content.

(c) The Product and the Content are provided for general information only and may be modified or changed by the Developer at any time without prior notice.

(d) The User shall accept and acknowledge that the Content may contain errors, mistakes, and inaccuracies.

(e) The User's use of the Product and the Content shall entirely be at the User's risk. The User shall be responsible for ensuring that any information, services, or details available through the Product or the Content suit the User's particular purpose.

(f) Neither the Developer nor any third parties provide any guarantees or warranties regarding the accuracy, completeness, reliability, merchantability, or legality of a particular purpose of the Product or the Content.

(g) The Developer shall hereby expressly exclude all warranties, terms, and representations to the maximum permissible extent under the law (whether express or implied) except for those outlined in these Terms.

3. DELIVERY.

(a) The delivery of any Goods (hereinafter referred to as the **"Goods"**) ordered from the Product shall be done within 3 business day(s).

(b) All digital Goods are delivered immediately. The User shall acknowledge and accept that there are inherent risks with the purchase, downloading, or delivery of any digital Goods. In case of technical problems, glitches, or discrepancies, the User can contact the Developer using the contact details mentioned at the end of this Terms and Conditions section.

4. RETURNS, REFUNDS, AND REPAIRS.

(a) The Developer shall handle returns, refunds, and repairs under the obligations set in the Consumer Laws of United States.

(b) If the User is seeking a return, the User may reach out to the Developer using the information provided in the Contact Details section below. To ensure a prompt response, the User should provide full details about the reason for the return, repair, or refund request.

5. TERMINATION.

- (a) The Developer reserves the right to immediately terminate this agreement at any time, with or without cause.
- (b) The Developer specifically reserves the right to terminate this agreement if the User breaches it in any manner whatsoever.
- (c) If the Product ceases to operate for any reason, this agreement shall be automatically terminated.
- (d) If the User has a registered account with the Product, the User reserves the right to terminate the Terms for any reason by contacting the Developer and requesting the removal of the subscription or termination.
- (e) Upon termination of this agreement, any provisions that would, by their nature, survive termination shall remain in full force and effect, including but not limited to the **“Limitation of Liability”** clause.
- (f) Upon termination of this agreement, the User shall cease reproducing, advertising, marketing, and distributing any material or information pertaining to the Products or the Content immediately.

6. PRIVACY AND SECURITY.

- (a) The User shall agree not to use the Product or the Content for any unlawful purpose or any purpose prohibited under this clause.
- (b) The User shall agree not to use the Product or the Content in any way that could bring damage to the Product, the Content, or services and business.
- (c) The User further agrees not to use the Product or the Content:
 - (i) to harass, abuse, or threaten any other person or to otherwise violate any other person's legal rights;
 - (ii) to violate any intellectual property rights of the Developer's or any third party;
 - (iii) to upload or disseminate any computer viruses or other software that may damage the property of another;
 - (iv) to commit any kind of fraud;
 - (v) to engage in or create any unlawful gambling, sweepstakes, or pyramid schemes;

(vi) to publish or distribute any obscene or defamatory material;

(vii) to publish or distribute any material that incites violence, hatred, bullying, harassment, or discrimination towards any person or community or to launch any dangerous organizations;

(viii) to unlawfully gather information about others;

(ix) to reverse engineer, or attempt to reverse engineer or disassemble any code or software from or on the Product;

(x) to violate the security of the Product or Content through any unauthorized access, circumvention of encryption or other security tools, data mining, or interference with any host, user, or network.

7. PRODUCT OR CONTENT MODIFICATION.

(a) The User shall acknowledge and agree that it is the Developer's sole discretion to modify, delete, or update the Content or the Product at any time.

(b) The User shall acknowledge, agree, and accept that the Product, the Content, and related services may be unavailable from time to time (whether due to maintenance or for any other reason).

8. INDEMNIFICATION.

The User hereby agrees to indemnify the Developer, including all the Developer's assigns and representatives, and to defend the Developer and hold the Developer harmless in relation to any claim, lawsuit, liabilities, or expenses (including legal costs) that may arise from or related to the User's use, misuse, or misinterpretation of the Product or the Content. The User shall agree that the choice of legal representation and the participation in a legal proceeding is at the Developer's sole discretion.

9. ARBITRATION.

The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through good-faith negotiations, which shall be a precondition to either party initiating a lawsuit or arbitration. Except for disputes relating to Angler Z's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents) or if you opt out of this agreement to arbitrate, all claims arising out of or relating to these Terms, the Privacy Policy other Angler Z policies, and your use of the Sites and/or Services shall be finally settled by binding arbitration administered by JAMS in accordance with its provisions and procedures for consumer-

related disputes, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to these Terms, the Privacy Policy, other Angler Z policies, and your use of the Sites and/or Services, including, but not limited to, any claim that all or any part of the Terms, Privacy Policy, or other Angler Z policy is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court; provided, however, that the arbitrator will not have authority to award damages, remedies, or awards that conflict with these Terms. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

10. ASSIGNABILITY.

Neither Party may assign the Terms or the rights and obligations thereunder to any third party without the prior express written approval of the other Party, which shall not be unreasonably withheld.

11. NOTICES.

Any notices required or permitted by this agreement shall be in writing and delivered by certified mail or courier to the mentioned address.

12. MODIFICATION.

No modification of the Terms shall be made unless in writing and signed by both Parties.

13. SEVERABILITY.

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, all other terms will remain in full force and effect until the termination.

14. GOVERNING LAW AND JURISDICTION.

This agreement has been made in, and will be enforced in accordance with the laws of, the State of Arkansas without regard to its principles of conflicts of laws. You and Angler Z, LLC consent to the exclusive consent to the jurisdiction of the state and federal courts in Benton County, Arkansas for any actions, suits or other proceedings arising out of, or related to the enforcement of either party's rights hereunder. You and Angler Z, LLC agree not to commence any action suit or proceeding in any other court and hereby irrevocably and unconditionally waive any objection to the laying of venue in any such court. The parties each agree to waive their separate rights to a trial by jury.

15. LEGAL AND BINDING AGREEMENT.

The Terms mentioned in this agreement are legal and binding between the Parties, as stated above. This agreement may be entered into and is legal and binding in the Arkansas. The Parties each represent that they have the authority to enter into this Agreement.

CONTACT DETAILS.

Visit us at angler-z.com

Contact us at 479-305-0567

Write to us at support@angler-z.com