Terms & Conditions

TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. By using this website, you signify your consent to these terms of use. If you do not agree to these Terms of Use, please do not use the website.

Your access to and use of this website, as well as all related websites operated by Competitive Technology Solutions LLC (which includes smallbusinesscommunication.com, app.smallbusinesscommunications.com, and smallbusinesscooperative.com) is subject to the following terms and conditions ("Terms of Use") and all applicable laws. By accessing and browsing the Site, you accept, without limitation or qualification, the Terms of Use and acknowledge that any other agreements between you and the Site are superseded and of no force or effect:

1. You agree that the Site itself, as well as all content, videos, training materials, products, services and/or other materials, made available on the Site by us or other third parties, as well as the look and feel of all of the foregoing, (collectively referred to as the "Content") are maintained for your personal use and information by Competitive Technology Solutions LLC (the "Company") and are the property of the Company and/or its third party providers. You agree that such Company Content shall include all proprietary videos, HTML/CSS, Javascript, graphics, voice, and sound recordings, artwork, photos, documents, and text as well as all other materials included in the Site, excluding only the materials you provide. Subject to your compliance with these Terms of Use, the Company hereby grants you a limited license, which is non-exclusive, nontransferable, and sub-licensable, to access, view, and use the Site solely for your personal purposes. No Company Content may be copied, reproduced, republished, uploaded, posted, transmitted, distributed, used for public or commercial purposes, or downloaded in any way unless written permission is expressly granted by the Company. Modification of the Content or use of the Content for any other purpose is a violation of the copyright and other proprietary rights of the Company, as well as other authors who created the materials, and may be subject to monetary damages and penalties. You may not distribute, modify, transmit or use the content of the Site or any Content,

including any and all software, tools, graphics and/or sound files, for public or commercial purposes without the express written permission of the Company.

- 2. All Content, such as text, data, graphics files, videos and sound files, and other materials contained in the Site, are copyrighted unless otherwise noted and are the property of the Company and/or a supplier to the Company. No such materials may be used except as provided in these Terms of Use.
- 3. All trade names, trademarks, and images and biographical information of people used in the Company Content and contained in the Site are either the property of, or used with permission by, the Company. The use of Content by you is strictly prohibited unless specifically permitted by these Terms of Use. Any unauthorized use of Content may violate the copyright, trademark, and other proprietary rights of the Company and/or third parties, as well as the laws of privacy and publicity, and other regulations and statutes. Nothing contained in this Agreement or in the Site shall be construed as granting, by implication or otherwise, any license or right to use any Trademark or other proprietary information without the express written consent of the Company or third party owner. The Company respects the copyright, trademark and all other intellectual property rights of others. The Company has the right, but has no obligation, to remove content and accounts containing materials that it deems, in its sole discretion, to be unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Use. If you believe that your intellectual property rights are being violated and/or that any work belonging to you has been reproduced on the Site or in any Content in any way, you may notify Company at admin@smallbusinesscooperative.com. Please provide your name and contact information, the nature of your work and how it is being violated, all relevant copyright and/or trademark registration information, the location/URL of the violation, and any other information you believe is relevant.
- 4. While the Company uses reasonable efforts to include accurate and up-todate information in the Site, the Company makes no warranties or representations as to its accuracy. The Company assumes no liability or responsibility for any errors or omissions in the content of the Site.
- 5. When you register with the Company and/or this Site, you expressly consent to receive any notices, announcements, agreements, disclosures, reports, documents, communications concerning new products or services, or other

records or correspondence from the Company. You consent to receive notices electronically by way of transmitting the notice to you by email.

- 6. If you send comments or suggestions about the Site to the Company, including, but not limited to, notes, text, drawings, images, designs or computer programs, such submissions shall become, and shall remain, the sole property of the Company. No submission shall be subject to any obligation of confidence on the part of the Company. The Company shall exclusively own all rights to (including intellectual property rights thereto), and shall be entitled to unrestricted use, publication, and dissemination as to all such submissions for any purpose, commercial or otherwise without any acknowledgment or compensation to you.
- 7. The Company shall use commercially reasonable efforts to restrict unauthorized access to our data and files. However no system whether or not password protected can be entirely impenetrable. You acknowledge that it may be possible for an unauthorized third party to access, view, copy, modify, or distribute the data and files you store using the Site. Use of the Site is completely at your own risk.
- 8. The Company will not intentionally disclose any personally identifying information about you to third parties, except where the Company, in good faith, believes such disclosure is necessary to comply with the law or enforce these Terms of Use. By using the Site, you signify your acceptance of the Company's Privacy Policy, https://storage.. If you do not agree with this Privacy Policy, in whole or part, please do not use this Site.
- 9. NEITHER THE COMPANY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR MAINTAINING THE SITE AND/OR ANY CONTENT ON THE SITE SHALL BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO OR USE OF THE SITE. WITHOUT LIMITING THE FOREGOING, ALL CONTENT ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE MATERIALS IN THE SITE, THE RESULTS OF THE USE OF SUCH MATERIALS, THE SUITABILITY OF SUCH MATERIALS FOR ANY USER'S NEEDS OR THE LIKELIHOOD THAT THEIR USE WILL MEET ANY USER'S EXPECTATIONS, OR

THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR CORRECTION. THE COMPANY LIKEWISE DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR GUARANTEES THAT YOU WILL EARN ANY MONEY USING THE SITE OR THE COMPANY'S TECHNOLOGY OR SERVICES. YOU ACCEPT ALL RESPONSIBILITY FOR EVALUATING YOUR OWN EARNING POTENTIAL AS WELL AS EXECUTING YOUR OWN BUSINESS AND SERVICES. YOUR EARNING POTENTIAL IS ENTIRELY DEPENDENT ON YOUR OWN PRODUCTS, IDEAS, TECHNIQUES; YOUR EXECUTION OF YOUR BUSINESS PLAN: THE TIME YOU DEVOTE TO THE PROGRAM, IDEAS AND TECHNIQUES OFFERED AND UTILIZED; AS WELL AS YOUR FINANCES, YOUR KNOWLEDGE AND YOUR SKILL. SINCE THESE FACTORS DIFFER AMONG ALL INDIVIDUALS, THE COMPANY CANNOT AND DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR GUARANTEES REGARDING YOUR SUCCESS OR INCOME LEVEL. THE COMPANY DOES NOT WARRANT THAT USE OF THE MATERIALS WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE, THE CONTENT, AND/OR THE MATERIALS AVAILABLE ON THIS SITE ARE FREE FROM BUGS OR VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY FOR THE COST OF ALL NECESSARY REPAIRS OR CORRECTIONS. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY PERFORMANCE OR SERVICE PROBLEMS CAUSED BY ANY THIRD PARTY WEBSITE OR THIRD PARTY SERVICE PROVIDER. ANY SUCH PROBLEM SHALL BE GOVERNED SOLELY BY THE AGREEMENT BETWEEN YOU AND THAT PROVIDER. Please note that the applicable jurisdiction may not allow the exclusion of implied warranties. Some of the above exclusions may thus not apply to you.

10. THE COMPANY SHALL NOT BE RESPONSIBLE FOR ANY PERFORMANCE OR SERVICE PROBLEMS CAUSED BY ANY THIRD PARTY WEBSITE OR THIRD PARTY SERVICE PROVIDER (including, for example, your web service provider service, Stripe payment services, your software and/or any updates or upgrades to that software). ANY SUCH PROBLEM SHALL BE GOVERNED SOLELY BY THE AGREEMENT BETWEEN YOU AND THAT PROVIDER. THE COMPANY RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER THE COMPANY IS RESPONSIBLE FOR ANY SUCH MALFUNCTION OR DISRUPTION. THE COMPANY ALSO RESERVES THE RIGHT TO LIMIT YOUR USE OF THE SITE AND/OR THE CONTENT OR TO TERMINATE YOUR ACCOUNT SHOULD THE COMPANY DETERMINE THAT YOU HAVE VIOLATED THESE TERMS OF USE, OR THAT YOU HAVE VIOLATED ANY OTHER RULES OR CONDITIONS OF THE COMPANY. THE COMPANY RESERVES THE RIGHT TO REFUSE ACCESS TO THE SITE AND/OR THE COMPANY'S CONTENT.

PRODUCTS AND/OR SERVICES TO ANYONE IN ITS SOLE DISCRETION. THE COMPANY RESERVES THE RIGHT TO DETERMINE, IN ITS SOLE DISCRETION, WHETHER THE COMPANY IS RESPONSIBLE FOR ANY SUCH MALFUNCTION OR DISRUPTION. THE COMPANY MAY, IN ITS SOLE DISCRETION, REFUND THE INITIAL FEE CHARGED FOR ANY USE OF THE SITE AND/OR ANY CONTENT OR A PRO-RATA PORTION THEREOF CONSISTENT WITH THE COMPANY'S REFUND POLICY. THE COMPANY SHALL REFUSE ANY REFUND THIRTY (30) DAYS AFTER YOUR PAYMENT FOR USE OF THE SITE AND/OR ANY CONTENT, EITHER PURSUANT TO THE COMPANY'S CUSTOMER LICENSE AGREEMENT OR OTHERWISE, REGARDLESS OF THE REASON FOR DISRUPTION.

- 11. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, RELIANCE OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING, BUT NOT LIMITED TO, DAMAGE OR LOSS OF PROPERTY, EQUIPMENT, INFORMATION OR DATA, LOSS OF PROFITS, REVENUE OR GOODWILL, COST OF CAPITAL, COST OF REPLACEMENT SERVICES, OR CLAIMS FOR SERVICE INTERRUPTIONS OR TRANSMISSION PROBLEMS, OCCASIONED BY ANY DEFECT IN THE SITE, THE CONTENT, AND/OR RELATED MATERIALS, THE INABILITY TO USE SERVICES PROVIDED HEREUNDER OR ANY OTHER CAUSE WHATSOEVER WITH RESPECT THERETO, REGARDLESS OF THEORY OF LIABILITY. THIS LIMITATION WILL APPLY EVEN IF THE COMPANY HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 12. You agree to indemnify and hold the Company and each of its directors, officers employees, and agents, harmless from any and all liabilities, claims, damages and expenses, including reasonable attorney's fees, arising out of or relating to (i) your breach of this Agreement, (ii) any violation by you of law or the rights of any third party, (iii) any materials, information, works and/or other content of whatever nature or media that you post or share on or through the Site, (iv) your use of the Site or any services that the Company may provide via the Site, and (v) your conduct in connection with the Site or the services or with other users of the Site or the services. The Company reserves the right to assume the exclusive defense of any claim for which we are entitled to indemnification under this Section. In such event, you shall provide the Company with such cooperation as is reasonably requested by the Company.
- 13. The provisions of these Terms of Use are for the benefit of the Company, its subsidiaries, affiliates and its third party content providers and licensors,

and each shall have the right to assert and enforce such provisions directly or on its own behalf.

- 14. This agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without giving effect to any principles of conflicts of law. You further submit to the exclusive jurisdiction of the state and federal courts sitting in Horry County, South Carolina. If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.
- 15. These Terms of Use may be revised from time to time by updating this posting. You are bound by any such revisions and should therefore periodically visit this page to review the current Terms of Use to which you are bound.

Last Updated: January 22, 2024

PRIVACY POLICY

Updated: 1/22/2024

This Privacy Statement shall govern and apply to anyone accessing or using the websites located at smallbusinesscommunication.com and app.smallbusinesscommunications.com and smallbusinesscooperative.com, our mobile application(s), our blog(s), and any other website(s) in existence now or created in the future (hereinafter the "Site") owned and/or operated by Competitive Technology Solutions LLC ("Competitive Technology Solutions LLC," "we "us" or "our"). Competitive Technology Solutions LLC respects your right to privacy. This policy summarizes what personally identifiable information we may collect, and how we might use this information. This policy also describes other important topics relating to your privacy.

INFORMATION COLLECTED

Competitive Technology Solutions LLC only will collect personally identifiable information (such as name, title, company name, address, telephone number, or e-mail address) that you voluntarily provide through our website or e-mail correspondence. Our host web server tracks and collects general information about the visits to our Site. While IP addresses (the Internet address of a computer) are logged to track a user's session, the user remains anonymous. We analyze this data for certain trends and statistics, such as which parts of our site users are visiting, how long they spend there, the visitors' domain names and what states or countries those requests come from. We do not link your IP addresses to anything personally identifiable to you. We will collect general information (such as the type of browser you use and the files you request) to improve our Web site and better meet your needs.

Competitive Technology Solutions LLC also requests and collects personal information from our customers at various site locations and instances, including, but not limited to, when you make a purchase, communicate with us via social media, write a product review, participate in events, contests, or promotions, contact our customer care team, or post other customer-generated content to this Site. These are currently the primary ways in which we gather information, however, we may also collect data through other channels in the future. The types of personal information we may collect from you can vary according to the method through which it was attained.

PERSONAL INFORMATION PROVIDED

We receive and store any information you knowingly provide to us, such as:

- Full name
- Email address
- Phone number
- Shipping Address
- Billing information and payment details (such as billing address, credit card details, and other sensitive financial information, specifically for the purpose of completing your transaction)
- Username and password for app.smallbusinesscommunications.com
- -A record of your Competitive Technology Solutions LLC orders, purchase history, and shopping behavior and preferences
- -Information provided by you through your interactions with us in social media
- -Location and geographic information that could be collected if you use our mobile site or app.
- -Other details that you may submit to us or that may be included in the information provided to us by third parties.

PURPOSE OF COLLECTION

Competitive Technology Solutions LLC offers various products and services to our Customers and also strives to meet the needs of our Customers. We use your Personal Information for internal purposes such as tracking your order, analyzing your preferences, and noting trends and statistics. To do this effectively, we need to collect certain Personal Information.

CONSENT OF COLLECTION

All Personal Information we collect from you requires your consent, for example, opening an account, purchase and delivery of products, special offers, etc. We may request your consent from time to time to take part in improved product performance or for marketing purposes that we think will be useful to you. However, unless you are informed otherwise, the Personal Information we hold is for establishing and managing our business and customer relationship with you. Sensitive information is subject to greater restrictions and governed by law.

By communicating with Competitive Technology Solutions LLC, including by email and by completing online forms, you are giving your consent to the collection of what Personal Information you provide.

RECORDKEEPING OF YOUR PERSONAL INFORMATION

Depending on the product you have acquired, it may be necessary to keep a record of the transaction for business purposes or to enable us to respond to your concerns. We may hold Personal Information for the following purposes:

- Internal accounting and administration;
- To supply you with information about your account including regular statements;
- To respond to inquiries;
- Enhancing customer service, product options and to improve product performance;
- Promotions, competition entry forms, redemption vouchers, and special offers where you voluntarily supplied your personal details;
- To administer sales records;
- To provide information about us, our products, services and special offers; and
- To analyze our website usage.

Occasionally we require organizations outside Competitive Technology Solutions LLC to provide a service for purposes, which are necessary for us to conduct our business, functions and activities (for example advertising names of competition winners and delivering products). We take all steps to ensure these organizations both inside and outside of the United States deal with Personal Information according to this Policy.

MANAGEMENT OF YOUR PERSONAL INFORMATION

You may have contact with us personally, by telephone, mail, over the Internet or other electronic medium. We take all reasonable steps to keep your Personal Information secure in a combination of secure computer storage, hard copy files and other records. We take steps to protect the personal information we hold from misuse, loss, unauthorized access, modification or disclosure.

DISCLOSURE OF YOUR INFORMATION

Competitive Technology Solutions LLC does not share the personal information of its users with any unaffiliated third parties for their promotional purposes. However, we use a third-party payment processor and a third-party shipping agent to ensure the payment and delivery of your purchased products. We may use other third parties for other services from time to time. These third parties have no authority to use your personal information for their own promotional purposes. These third parties will only have limited access to your personal information in order to help complete transactions.

Although Competitive Technology Solutions LLC uses industry standard BEST practices to protect your Personal Information, WE DO NOT REPRESENT, WARRANT AND/OR GUARANTEE THAT PERSONAL INFORMATION WILL REMAIN SECURE. Therefore, we cannot and do not guarantee, and you should not expect, that your Personal Information or private communications will always remain private. Notwithstanding this, as a matter of policy, we NEVER sell or rent any Personal Information about you to any third-party. In the event there is a breach of security, or we are made aware that your personal information could be jeopardized, we will take all necessary measures to communicate these issues to you so that you can take steps to protect yourself.

LEGAL DISCLOSURE

Because Competitive Technology Solutions LLC considers the individual information we maintain to be confidential, our policy is to disclose no personal information to third parties (except as described above) unless release is required by law or is pertinent to judicial or government investigations or proceedings. We reserve the right to disclose personal information to our service providers, the government, law enforcement agencies, or other third parties under certain circumstances where a formal request has been made (such as in responding to a court order, subpoena, or judicial proceeding) as Competitive Technology Solutions LLC, in our sole and absolute discretion, deems necessary and appropriate. Moreover, in the even of a sale, merger, or transfer of some or all of Competitive Technology Solutions LLC's assets, or dissolution or bankruptcy, your personal information may be transferred to an unaffiliated third party as part of or apart from other transferred assets or assets. Any transfer will then be governed by and be the responsibility of any purchaser of or successor to the transferred assets or assets. We shall notify you by a notice on the home page of any change in the information practices governing your personal information as a result of any transfer of assets or any asset change in ownership, and your choices in how your information is used.

ACCESSING YOUR PERSONAL INFORMATION

You have the right to access the Personal Information you have provided to us. If you require details of your Personal Information held by us, we will need to verify your identity before meeting your request, which we will process in a reasonable time. If you find that the information that we hold about you is inaccurate or out of date, then we will promptly correct it upon receipt of the changes from you.

LINKS TO THIRD PARTY SITES

Our Site may contain links to other sites. We do not endorse or otherwise accept responsibility for the content or privacy policies of those sites. However, we encourage you to read the privacy policies of each website you visit prior to disclosing your personal information.

USER GENERATED CONTENT

Any personal information or image content you voluntarily disclose online in a manner that other users can view (including, but not limited to: product reviews, comments, posts on social media pages, etc.) becomes publicly available, and can be read, collected, and used by other members of this Site to send you unsolicited messages. Your name, email, or other information may also be displayed when you post comments or upload images throughout the Site. Competitive Technology Solutions LLC is not responsible for the personal information users select to disclose in these forums.

CHILDREN

Our Site is intended for users who are thirteen years of age and older. If you are under the age of thirteen, you are not permitted to submit any personal information to our Site. Our Site is not directed at children under thirteen and does not knowingly collect any personal information from children under thirteen. We will promptly delete any personal information from a person under the age of thirteen should we discover that we have collected such information from a person under the age of thirteen without verification of parental consent.

COOKIE POLICY

By using the Site, you are consenting to the use of the technologies described in this Cookie Policy to collect both personally identifiable information and non-personal data and to the storage of information on your device or web browser as described below.

A cookie is a piece of information that is placed on your web browser or hard drive when you access and/or use the Site. Cookies store text and can later be read back by the Site of third parties. We use cookies to recognize your browser and you as a unique visitor to the Site through an anonymous unique identifier. Cookies can remember what information you access on one webpage to simplify your subsequent interactions with the Site or to use the information to streamline your transactions on related web pages. This makes it easier for you to move from one webpage to another and to complete commercial transactions over the Internet. Cookies should make your online experience easier and more personalized.

Cookies may be session cookies (i.e., last only for one browser session) or persistent cookies (i.e., continue on your browser until they are affirmatively deleted). You can manage cookies through your web browser's option settings and through those settings you may be able (a) to receive notifications when you are receiving new cookies; (b) to disable cookies; or (c) to delete cookies. Please refer to your web browser's help section for information on how to do this.

AGREEMENT TO OUR TERMS & CHANGES TO THIS PRIVACY STATEMENT

By using this Site, you consent to the collection and use of information by Competitive Technology Solutions LLC from the Site as indicated above. Competitive Technology Solutions LLC reserves the right to modify this privacy policy at any time. We will promptly reflect any such modifications on these Web pages.

CONTACT US

We welcome your questions, comments, and concerns about this Privacy Policy and Site. You can reach us at: Competitive Technology Solutions LLC 1229 38th Ave N #340, Myrtle Beach SC 29577 admin@smallbusinesscooperative.com