

How Tri-POD Works

Introduction

Tri-POD is an ecommerce platform for decorated products serving the branded products distributor ("Distributor") industry that provides Distributors with:

- (a) an easy to use, white-labeled Workspace (your "Workspace") to create branded e-commerce stores for their clients ("Distributor Clients") offering print-on-demand decorated products, and
- (b) a connected fulfillment process and system enabling the production and shipment of the ordered decorated products directly to the Distributor Client constituents who ordered them.

Distributors enjoy a white-labeled experience whereby their employees (and representatives) (the "Users") can be given access directly to their Workspace on the Tri-POD platform in order to create branded stores for any client. Distributor Workspaces can be configured to be hosted on the Distributor's DNS. Distributors are able to create and customize an unlimited number of branded stores (subject to applicable plan fees) and to create and manage products available on any store.

In each store, the Distributor sets the retail price and thus controls the profit margin of each product offered in each store. In addition to the product cost, the buyer is also charged shipping, handling and applicable sales tax. Tri-POD serves as the Merchant of Record for all stores. On a regular basis (minimum monthly), Tri-POD will pay the Distributor their Profit Margin for all items sold in their stores, less any payment processing transaction fees.

Catalog Product Availability

Tri-POD's Catalog is continuously expanding. We are happy to add almost any product that can be sourced and decorated in a quantity of one. If you don't see a product in our online Catalog, please contact support@tri-pod.com or your Account Manager to request we add it to our Catalog. Our goal is to add new requested products within 3-5 business days provided we can source and decorate them.

Platform and Service Features

Storefronts

- Unlimited free-standing (using a client-provided branded URL) or integrated (URL on the Distributor domain) white-label online storefronts with custom logo, banners, and favicon (subject to plan limits and fees).
- Vendor network of top-quality decorators meeting the highest safety, quality, and design standards. For DTF decoration, all decorators are using the same machines, inks,

consumables, and software guaranteeing consistent reliable results across the entire network.

- Ability to list and sell owner-fulfilled products including third-party licensed merchandise.

Shopify Plug-In

- The Tri-POD Platform includes a Shopify Plugin that allows you to sell products designed on the Tri-POD Platform in your existing Shopify store.

Fulfillment and Delivery

- 5 Day product fulfillment (excluding shipping time) for DTF or embroidered products where blanks are sourced from suppliers who offer one-day delivery to decorators. Fulfillment time may be longer for blanks not available locally to decorators and for other decoration techniques.

Design and Customization

- Easy-to-use design tools.
- Rapid product design, cataloging, and publishing.
- Default product descriptions and sizing as provided by our vendors (Modifiable by Distributor).

Support and Training

- Dedicated Account Manager.
- Product design resources available for an additional fee (with discounts applicable under enterprise plans).
- Training via video conference. Video and printed training materials are available.
- Email support for product development, sourcing, pricing, etc.
- Responsive customer service for both Distributor users and buyers with product and order support via chat or email.

Technical Features

- Guaranteed 99.9% platform uptime.
- Secure checkout.
- Unlimited transactions.
- Integrated reporting and dashboard views to monitor usage and sales volume.
- Profit Share payments via ACH.
- Direct asset management for storing all images.
- Access to all new features, apps, and products.
- Customer Data provided to Distributor by Tri-POD in Order History and report if requested.

Services

Tri-POD offers a full suite of services to help distributors onboard customers and build out stores. These services are available to all customers on both Self Service or Enterprise plans.

Distributor Fulfilled Products (If Applicable):

Tri-POD can send orders that are fulfilled by the Distributor via email or API connection.

Integration Fees for Distributor (or 3rd Party) Fulfilled Products:

- Email Order Delivery: No Charge
- Turbine Order Delivery: No Charge
- Standard API (e.g., PromoStandards, Orderdesk, ShipStation): \$1000
- Custom API: \$3000
- Fee to add your blanks/products to our system:
 - \$10 per product if the product is already on our system to cover costs to move the item to your vendor profile.
 - \$25 per product for products not on our platform.

(Products added for fulfillment by You will be restricted to your workspace and not available to other workspaces).

Ignition AI

Ignition AI is a software-as-a-service (SaaS) platform provided by Tri-POD, designed to automate and enhance marketing, sales outreach, and client management for promotional product distributors. Offered in tandem with Tri-POD, Ignition AI enables users to generate leads, create and send personalized email campaigns, manage sender domains for deliverability, analyze campaign performance, and synchronize data with customer relationship management (CRM) systems. Key functionalities include AI-assisted email copy generation tailored to branded merchandise and promotional product workflows, automated lead research and enrichment, follow-up sequences, lead scoring, and real-time analytics on metrics such as opens, clicks, replies, and conversions. Enterprise Services are accessible via tiered subscription plans, with usage limits on features like email credits and lead generation based on the selected tier. All data processing complies with applicable privacy laws, and users retain ownership of their content and leads. Subscription to and terms for Ignition AI are covered under a separate Master Services Agreement.

Tri-POD Workspace Pricing Plans

Tri-POD offers two categories of subscription plans: Pay-As-You-Grow and Enterprise (tied to Ignition AI for advanced lead generation and automation).

Self-Service Plans

Billed monthly per active store, with volume-based pricing. Your per store fee is calculated based upon your total revenue over a 12 month rolling window.

Tier	Annual Revenue On Platform	Monthly Per Store Fee
(1) Launch	\$0 - \$50K / Year	19.95
(2) Accelerate	\$50K - \$500K / Year	14.95
(3) Dominate	\$500K and up / Year	9.95

All Pay-As-You-Grow plans include:

- Unlimited stores.
- Unlimited products per store.
- Basic support and access to all platform features.
- Access to Tri-POD Additional services (artwork preparation, store and/or product creation, replication, etc) available on a pay per use basis.
- Ignition AI services not included.

Monthly Store Fees only apply to “active” stores. Active stores are stores that are enabled to allow orders. Distributors may create unlimited non-active stores for demo and testing purposes. To activate a store, distributors will be required to provide credit card information. Monthly store fees will be charged automatically.

Enterprise Plans (Includes Access to Ignition AI)

Billed monthly, with tiered access to Ignition AI for cold email lead generation, free stores, templates, and service discounts. Enterprise users are required to execute a separate Master Services Agreement for detailed terms.

Tri-POD Services Fee Schedule

Bundled Services

Service	Description	Price (each)
Store Replication Bundle #1	<p>You provide design assets (logos, etc) and we:</p> <ol style="list-style-type: none">1. Touch up your logo (if necessary)2. Use the logo to create two unique artworks (2 Artwork Compositions)3. Use the logo to create a banner4. Replicate a new store using the artworks and banner created (Using one of the existing store replicators in Tri-POD)5. Select blank colors and primary mockups6. QC Store. <p>Note: If the replicator used includes Embroidered Designs, this bundle does not include digitization of those designs.</p>	\$40.00

Service	Description	Price (each)
Store Replication Bundle #2	<p>You provide design assets (logos, etc) and we:</p> <ol style="list-style-type: none">1. Touch up your logo (if necessary)2. Use the logo to create two unique artworks (2 Artwork Compositions)3. Use the logo to create a banner4. Replicate a new store using the artworks and banner created (Using one of the existing store replicators in Tri-POD)5. Create a Flyer for you to distribute to store representatives6. Select blank colors and primary mockups7. Digitize 1 logo in One Size8. QC Store. <p>Note: If the replicator used includes the same logo stitched in multiple sizes (e.g. a hat vs. a left chest), each size requires a unique digitization service.</p>	\$60.00

Service	Description	Price (each)
	<p>You provide one logo in both dark and light ink colors and we:</p> <ol style="list-style-type: none">1. Touch up your logos (if necessary)	\$60.00

Store Replication Bundle #3	<ol style="list-style-type: none"> 2. Use the logo to create a banner 3. Replicate a new store using the logos and banner created (Using one of the existing store replicators in Tri-POD) 4. Digitize 2 logos in One Size Each 5. QC Store. <p>Note: Digitized logos can be unique, the same logo in different sizes or the same logo in different thread colors (e.g. dark and light).</p>	
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Service	Description	Price (each)
Store Creation Bundles	You provide your logo (or logos). We create a unique store (not from a replicator) containing X Products. Fees are calculated based on the number of products requested.	Cost By Product:
	1 to 50 Products	\$1.50 each
	51 to 75 Products	\$1.30 each
	76 to 100 Products	\$1.10 each
	101 or more Products	\$1.00 each

Bulk Replication Bundles

*** Pre-purchase a group of bundled replication services and save ***

Quantity	Bundle #	Regular Price Each	Bundled Price Each
25	#1	\$ 40.00	\$ 38.00
	#2 or #3	\$ 60.00	\$ 57.00
50	#1	\$ 40.00	\$ 37.00
	#2 or #3	\$ 60.00	\$ 56.00
100	#1	\$ 40.00	\$ 36.00
	#2 or #3	\$ 60.00	\$ 54.00
200	#1	\$ 40.00	\$ 33.00
	#2 or #3	\$ 60.00	\$ 52.00
500	#1	\$ 40.00	\$ 31.00
	#2 or #3	\$ 60.00	\$ 50.00

Ad-Hoc Creative and Design Services

Service	Description	Price (each)
Artwork Composition, Artwork Touch Ups	You provide design assets (logos, etc) and we use your assets to create a design appropriate for decoration.	\$10.00
Creative Design	(Simple to Medium Complexity) - We create a unique design given a description of what you want. May or may not incorporate design assets that you provide.	\$40.00
Banner Creation	You provide design assets (logos, etc) and we use your assets to create a store banner.	\$10.00
Flyer Creation with QR Code	Once a store is created we create a flyer that includes mockups of items from your store that you can send out to potential buyers via email for printing and posting.	\$10.00
Embroidery Digitization	We create a re-usable embroidery digitization file that you can use on multiple products as long as the stitched size and thread colors are the same. Note, unique digitizations are required for each stitched size and/or thread color combination.	\$15.00
Vectorization	We take your lower resolution artwork and vectorize it so that it can be used on any size printable item.	\$10.00
Dye Sublimation Designs (including Production Templates)	We take your assets and ideas and create a unique design appropriate for Dye Sublimation / All Over Print products.	\$60.00

Tri-POD Terms of Service

By signing up with Tri-POD and creating a Tri-POD Workspace, you are agreeing to be bound by the following terms and conditions (“Terms of Service”). The Services included in the Tri-POD platform under the Terms of Service include various products and services including a branded workspace where users can create custom e-commerce stores offering custom on-demand products, accepting orders from visitors to each store, routing orders to fulfillment vendors and providing customer support for those orders. Any new features or tools which are added to the current Tri-POD platform shall be also subject to the Terms of Service. You can review the current version of the Terms of Service at any time at

<https://www.tri-pod.com/terms-of-service>.

Tri-POD reserves the right to update and change the Terms of Service by posting updates and changes to the Tri-POD website. You are advised to check the Terms of Service from time to time for any updates or changes that may impact you.

You must read, agree with, and accept all of the terms and conditions contained in this Terms of Service agreement, including Tri-POD’s Acceptable Use Policy (“AUP”) before you may become a Tri-POD user.

1. Account Terms

1.1 You acknowledge that Tri-POD will use the email address you provide for your Workspace as the primary method for communication.

1.2 You are responsible for keeping your password secure. Tri-POD cannot and will not be liable for any loss or damage from your failure to maintain the security of your account and password.

1.3 You are responsible for all activity and content such as photos, images, videos, graphics, written content, audio files, code, information, or data uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on or in connection with your Account (“Materials”).

1.4 A breach or violation of any term in the Terms of Service, including the AUP, as determined in the sole discretion of Tri-POD will result in an immediate termination of your services.

2. Account Activation

2.1 If you are signing up for the Service for your employer, then you represent and warrant that you have the authority to bind your employer to our Terms of Service.

3. General Conditions

3.1 You must read, agree with, and accept all of the terms and conditions contained in these Terms of Service, including the Acceptable Use Policy (“AUP”) and the Privacy Policy before you may become a user of the Tri-POD platform.

3.2 The Terms of Service shall be governed by and interpreted in accordance with the laws of the State of Nevada applicable therein, without regard to principles of conflicts of laws. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Nevada with respect to any dispute or claim arising out of or in connection with the Terms of Service.

3.3 You acknowledge and agree that Tri-POD may amend these Terms of Service at any time by posting the relevant amended and restated Terms of Service on the Tri-POD website and such amendments to the Terms of Service are effective as of the date of posting. Your continued use of the Services after the amended Terms of Service are posted to the Tri-POD website constitutes your agreement to, and acceptance of, the amended Terms of Service. If you do not agree to any changes to the Terms of Service, you must notify Tri-POD and, if necessary, enact termination of Agreement.

3.4 You may not use the Tri-POD platform for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws), the laws applicable to you in your customer’s jurisdiction, or the laws of the State of Nevada or any Federal Laws of the United States. You will comply with all applicable laws, rules and regulations in your use of the Service.

3.5 You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Tri-POD.

3.7 Questions about the Terms of Service should be sent to sales@tri-pod.com.

3.8 You understand that your Materials (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

3.9 You acknowledge and agree that your use of the Service, including information transmitted to or stored by tri-POD on the Tri-POD platform, is governed by its privacy policy at <https://www.tri-pod.com/privacy-policy>.

4. Tri-POD Rights

4.1 We reserve the right to modify or terminate the Service for any reason, with notice according to the terms of the Agreement.

4.2 We reserve the right to refuse service to anyone for any reason at any time.

4.3 We may, but have no obligation to, remove Materials and suspend or terminate Accounts if we determine in our sole discretion that the goods or services offered on your Tri-POD store(s), or the Materials uploaded or posted to your Tri-POD stores, violate our Acceptable Use Policy (“AUP”) at the end of these Terms of Service.

4.4 Verbal or written abuse of any kind (including threats of abuse or retribution) of any Tri-POD customer, Tri-POD employee, member, or officer will result in immediate Account termination.

4.5 Tri- does not pre-screen Materials and it is in our sole discretion to refuse or remove any Materials from the Service.

4.6 In the event of a dispute regarding Account ownership, we reserve the right to request documentation to determine or confirm Account ownership. Documentation may include, but is not limited to, a scanned copy of your business license, government issued photo ID, the last four digits of the credit card on file, etc.

4.7 Tri-POD retains the right to determine, in our sole judgment, rightful Account ownership and transfer an Account to the rightful owner. If we are unable to reasonably determine the rightful Account owner, Tri-POD reserves the right to temporarily disable an Account until resolution has been determined between the disputing parties.

5. Limitation of Liability

5.1 You expressly understand and agree that Tri-POD shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data, or other intangible losses resulting from the use of or inability to use the service.

5.2 In no event shall Tri-POD or our suppliers be liable for lost profits or any special, incidental or consequential damages arising out of or in connection with your Tri-POD workspace or stores, our services or these Terms of Service (however arising including negligence). You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Tri-POD partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents it incorporates by reference (including the AUP), or your violation of any law or the rights of a third party.

5.3 Your use of the Service is at your sole risk. The Service is provided on an “as is” and “as available” basis without any warranty or condition, express, implied or statutory.

5.4 Tri-POD does not warrant that the Service will be uninterrupted, timely, secure, or error-free.

5.5 Tri-POD does not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

5.6 Tri-POD does not warrant that the quality of any products, services, information, or other Materials purchased or obtained by you through the Service will meet your expectations, or that any errors in the Service will be corrected.

6. Waiver and Complete Agreement

6.1 The failure of Tri-POD to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. The Terms of Service and the documents it incorporates by reference constitute the entire agreement between you and Tri-POD and govern your use of the Service, superseding any prior agreements between you and Tri-POD (including, but not limited to, any prior versions of the Terms of Service).

7. Intellectual Property and Customer Content

7.1 We do not claim any intellectual property rights over the Materials you post to your Tri-POD store. All Materials you or your customers upload remains yours. You can remove your Tri-POD workspace and/or stores at any time.

7.2 By uploading Materials or allowing others to upload materials, you agree: (a) to allow other internet users to view the Materials you post publicly to your Tri-POD stores; (b) to allow Tri-POD to store, and in the case of Materials you post publicly, display, your Materials; and (c) that Tri-POD can, at any time, review all the Materials submitted to its Service, although Tri-POD is not obligated to do so.

7.3 You retain ownership over all Materials that you publish publicly; however, by making them public, you agree to allow others to view Materials that you post publicly. You are responsible for compliance of the Materials with any applicable laws or regulations.

7.4 We will not disclose your confidential information to third parties, except as required in the course of providing our services. Confidential information includes any Materials or information provided by you to us which is not publicly known. Confidential information does not include information that: (a) was in the public domain at the time we received it; (b) comes into the public domain after we received it through no fault of ours; (c) we received from someone other than you without breach of our or their confidentiality obligations; or (d) we are required by law to disclose.

7.5 Tri-POD shall have the non-exclusive right and license to use the names, trademarks, service marks and logos associated with your store to both provide and promote the Service.

7.6 You may cancel your Account at any time by emailing support@tri-pod.com and then following the specific instructions indicated to you in Tri-POD's response.

8. Upon termination of the Services by either party for any reason:

8.1 Tri-POD will cease providing you with the Services and you will no longer be able to access your Account;

8.2 Unless otherwise provided in the Terms of Service, you will not be entitled to any refunds of any Fees, pro rata or otherwise;

8.3 Any outstanding balance owed to Tri-POD for your use of the Services through the effective date of such termination will immediately become due and payable in full;

8.4 Your Services will be taken offline.

8.5 If at the date of termination of the Service, there are any outstanding fees owing by you, you will receive one final invoice via email. Once that invoice has been paid in full, you will not be charged again.

8.6 We reserve the right to modify or terminate the Tri-POD Service or your Account for any reason, without notice according to the Agreement.

8.7 Fraud: Without limiting any other remedies, Tri-POD may suspend or terminate your Account if we suspect that you (by conviction, settlement, insurance, or escrow investigation, or otherwise) have engaged in fraudulent activity in connection with the Site.

9. Third Party Services

9.1 In addition to these Terms of Service, you also agree to be bound by the additional service-specific terms applicable to services you purchase from, or that are provided by Tri-POD's partners or other third parties.

9.2 Tri-POD may from time to time recommend, provide you with access to, or enable third party software, applications ("Apps"), products, services or website links (collectively, "Third Party Services") for your consideration or use. Such Third Party Services are made available only as a convenience, and your purchase, access or use of any such Third Party Services is solely between you and the applicable third party services provider ("Third Party Provider"). Any use by you of Third Party Services offered through the Services or Tri-POD's website is entirely at your own risk and discretion, and it is your responsibility to read the terms and conditions and/or privacy policies applicable to such Third Party Services before using them.

9.3 We do not provide any warranties with respect to Third Party Services. You acknowledge that Tri-POD has no control over Third Party Services and shall not be responsible or liable to

anyone for such Third Party Services. The availability of Third Party Services on Tri-POD's websites, or the integration or enabling of such Third Party Services with the Services does not constitute or imply an endorsement, authorization, sponsorship, or affiliation by or with Tri-POD or the Tri-POD platform.

9.4 If you install or enable a Third Party Service for use with the Services, you grant us permission to allow the applicable Third Party Provider to access your data and to take any other actions as required for the interoperation of the Third Party Service with the Services, and any exchange of data or other interaction between you and the Third Party Provider is solely between you and such Third Party Provider. Tri-POD is not responsible for any disclosure, modification or deletion of your data or other Materials, or for any corresponding losses or damages you may suffer, as a result of access by a Third Party Service or a Third Party Provider to your data or other Materials.

9.5 Under no circumstances shall Tri-POD be liable for any direct, indirect, incidental, special, consequential, punitive, extraordinary, exemplary, or other damages whatsoever, that result from any Third Party Services or your contractual relationship with any Third Party Provider, including any Expert. These limitations shall apply even if Tri-POD has been advised of the possibility of such damages. The foregoing limitations shall apply to the fullest extent permitted by applicable law.

9.6 You agree to indemnify and hold us and (as applicable) our parent, subsidiaries, affiliates, Tri-POD partners, officers, directors, agents, employees, and suppliers harmless from any claim or demand, including reasonable attorneys' fees, arising out of your use of a Third Party Service or your relationship with a Third Party Provider.

10. DMCA Notice and Takedown Procedure

10.1 Tri-POD supports the protection of intellectual property and requires Tri-POD distributors to do the same. It is our policy to respond to all notices of alleged copyright infringement. If someone believes that one of our distributors is infringing their intellectual property rights, they can send a Digital Millennium Copyright Act Notice ("DMCA Notice") to Tri-POD via email to support@tri-POD.com. Upon receiving a DMCA Notice, we may remove or disable access to the Materials claimed to be a copyright infringement. Once provided with a notice of takedown, the distributor can reply with a counter notification if they object to the complaint. The original complainant has 14 business days after we receive a counter notification to seek a court order restraining the distributor from engaging in the infringing activity, otherwise we restore the material.

Tri-POD Acceptable Use Policy (“AUP”)

Tri-POD is a commerce platform that provides the tools and technology for brands, licensees, retailers, and manufacturers. While we believe the free and open exchange of ideas and products is a key tenet of commerce, there are some activities that are incompatible with Tri-POD’s mission to make commerce better for everyone. This Acceptable Use Policy (“AUP”) describes activities that are prohibited in connection with your use of the Services.

For the purposes of this AUP, “**Materials**” means any photos, images, videos, graphics, written content, audio files, code, information, data or other content uploaded, collected, generated, stored, displayed, distributed, transmitted or exhibited on or in connection with your Account.

The following activities are prohibited:

1. **Child Exploitation:** You or your customers may not offer goods or services, or post or upload Materials that exploit or abuse children, including but not limited to images or depictions of child abuse or sexual abuse, or that present children in a sexual manner.
2. **Harassment, Bullying, Defamation and Threats:** You may not offer goods or services, or post or upload Materials, that harass, bully, defame or threaten a specific individual.
3. **Hateful Content:** You or your customers may not offer goods or services, or post or upload Materials, that condone or promote violence against people based on race, ethnicity, color, national origin, religion, age, gender, sexual orientation, disability, medical condition or veteran status.
4. **Illegal Activities:** You or your customers may not offer goods or services, or post or upload Materials, that contravene or that facilitate or promote activities that contravene, the laws of the jurisdictions in which you operate or do business.
5. **Intellectual Property:** You or your customers may not offer goods or services, or post or upload Materials, that infringe on the copyright or trademarks of others.
6. **Malicious and Deceptive Practices:** You or your customers may not use the Services to transmit malware or host phishing pages. You may not perform activities or upload or distribute Materials that harm or disrupt the operation of the Services or other infrastructure of Tri-POD or others, including Tri-POD’s third party providers. You may not use the Services for deceptive commercial practices or any other illegal or deceptive activities.
7. **Personal and Confidential Information:** You or your customers may not post or upload any Materials that contain personally identifiable information, sensitive personal information, or

confidential information such as credit card numbers, confidential national ID numbers, or account passwords unless you have consent from the person to whom the information belongs or who is otherwise authorized to provide such consent.

8. **Self-Harm:** You or your customers may not offer goods or services or post or upload Materials that promote self-harm.

9. **Spam:** You or your customers may not use the Services to transmit unsolicited commercial electronic messages.

10. **Terrorist Organizations:** You or your customers may not offer goods or services or post or upload Materials that imply or promote support or funding of or membership in a terrorist organization.

We may suspend or terminate your Account or your access to the Services if you engage in activities that violate the letter or spirit of this AUP including activities outside of your use of the Services.

Tri-POD has the right, but not the obligation, to monitor or investigate any Materials and your use of the Services at any time for compliance with this AUP and the Tri-POD Terms of Service or any other agreement between you and Tri-POD governing your use of the Services (collectively, the “**Terms**”). Our determination of whether a violation of this AUP has occurred will be final and binding and any action taken with respect to enforcing this AUP, including taking no action at all, will be at our sole discretion.

Tri-POD may modify this AUP at any time by posting a revised version at <https://www.Tri-POD.com/terms-of-service>. By continuing to use the Services or access your Account after a revised version of the AUP has been posted, you agree to comply with the latest version of the AUP. In the event of a conflict between the AUP and the Terms, this AUP will take precedence but only to the extent required to resolve such conflict. Capitalized terms used but not defined in this AUP shall have the meanings set forth in the Terms.