

**A-Team Systems, LLC**  
**WEBSITE TERMS OF USE**

**1. User's Acknowledgment and Agreement to Terms**

Welcome to the A-Team Systems, LLC website, accessible at <https://www.ateamsystems.com> (the "Site"). For the purposes of these Terms of Use, the "Site" refers to all content and pages located under the root domain of [www.ateamsystems.com](http://www.ateamsystems.com). This excludes any links pertaining to service agreements. A-Team Systems LLC, referred to as "us," "we," or "A-Team Systems," provides this Site subject to your agreement (referred to as "you" or "user") with the terms, conditions, and notices contained or referenced herein (the "Terms of Use").

This Site's Terms of Use govern your use of the Site. For specific services offered through this Site, additional Service Agreements may apply. These Service Agreements are provided at the point of service registration. In the event of any conflict between these Terms of Use and the Service Agreement relevant to your chosen services, the terms of the Service Agreement will prevail.

BY ACCESSING OR USING THE SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, CONTENT, LINKS, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE. AS LONG AS YOU COMPLY WITH THESE TERMS OF USE, WE GRANT YOU A PERSONAL, NON-EXCLUSIVE, NON-TRANSFERABLE, LIMITED PRIVILEGE TO ENTER AND USE THE SITE.

These Terms of Use are effective as of May 1, 2024. We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this Site and these Terms of Use periodically and to be aware of any modifications. Your continued use of this Site after such modifications will constitute your acknowledgment of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use. Separate Service Agreements for specific services available on this Site may be amended in accordance with the procedures outlined in those agreements.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this Site and/or its contents.

**2. Content**

"Content," for the purposes of this Agreement, encompasses all materials and digital assets featured on the Site. This includes informational and promotional text about services such as on-

demand support, managed support plans, and cloud, container, and server support; graphical elements like logos, images, and design layouts; educational and marketing materials in the form of blog posts, news articles, and press releases; interactive elements like contact forms and service inquiry options; downloadable content including PDFs, case studies, and software tools; and any code or software scripts integral to the Site's functionality. It is explicitly understood that this "Content" does not include the professional technical support and management services that A-Team Systems LLC offers, which are covered under separate service agreements.

You may use information on this Site that A-Team Systems has made explicitly available for download, provided that you: (1) do not remove any proprietary notices from all copies of such documents, (2) use the information only for your personal, non-commercial purposes and do not copy or post it on any networked computer or broadcast it in any media, (3) make no modifications to the information, and (4) do not make any additional representations or warranties regarding such documents.

### **3. Site Overview**

This Site functions as an advertising platform to inform users about available services, including on demand services, managed support plans, and backups, among others.

We reserve the right to modify or discontinue the Site or its features at any time, with or without notice, and will not be liable for any such changes. Modifications may include changes in the presentation or layout of the Site.

Please note that while using the Site, you may be directed to networks managed by third parties, over which we have no control. Delays or disruptions in network transmissions are beyond our control and may affect how third-party services are accessed from our Site.

### **4. Account and Registration Data**

To access certain services on this Site, you will need to create an account using our online registration form. This form requires you to provide specific information and data ("Registration Data"). You are responsible for ensuring that your Registration Data is accurate, complete, and up to date always.

By registering, you affirm that your Registration Data is true and accurate. You commit to promptly update your Registration Data whenever necessary to maintain its accuracy. Failure to maintain accurate and complete Registration Data may affect your ability to access and use the Site.

You also consent to our use of your Registration Data according to our Privacy Policy, which describes how we collect, use, and share your information and is incorporated by reference into these Terms of Use.

You are solely responsible for maintaining the confidentiality of your account and password and for all activities that occur under your account. You must take appropriate measures to ensure that no unauthorized person has access to your password and account. Our personnel will never ask for your password. Do not transfer or share your account with anyone. We reserve the right to terminate your account if unauthorized sharing or transfer occurs.

The accounts of our users operate on shared resources. Excessive use or abuse of these shared network resources by one user may have a negative impact on all other users. Misuse of network resources in a manner that impairs network performance, including excessive consumption of CPU time, memory, disk space, and session time, is prohibited and may result in termination of your account or limitation of your activities.

## **5. Privacy**

Our Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. You may view our Privacy Policy here: <https://www.ateamsystems.com/privacy-policy/>. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

## **6. Conduct on Site**

Your use of the Site is subject to all applicable laws and regulations, including Netiquette, and you are solely responsible for the contents of your communications through the Site. By posting information in the content that may be available to you on or through this Site, you agree that you will not upload, share, post, or otherwise distribute or facilitate distribution of any content—including text, communications, software, images, sounds, data, or other information—that:

- a) Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals);
- b) Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c) Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

- d) Constitutes unauthorized or unsolicited advertising, junk, or bulk e-mail (also known as "spamming"), chain letters, any other form of unauthorized solicitation, or any form of lottery or gambling;
- e) Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or
- f) Impersonates any person or entity, including any of our employees or representatives.

We neither endorse nor assume any liability for the contents of any material uploaded or submitted by users of the Site. We may remove any content that, in our judgment, does not comply with these Terms of Use. Furthermore, we are not responsible for any failure or delay in removing such content. You hereby consent to such removal and waive any claim against us arising out of such removal of content.

In addition, you may not use your account to breach security of another account or attempt to gain unauthorized access to another network or server. Not all areas of the Site may be available to you or other authorized users of the Site. You shall not interfere with anyone else's use and enjoyment of the Site or other similar services. Users who violate systems or network security may incur criminal or civil liability. In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at other Sites, including cooperating with law enforcement authorities in investigating suspected criminal violations.

## **7. Third Party Sites and Information**

This Site may link you to other websites on the Internet or otherwise include references to information, documents, software, materials and/or services provided by other third parties. These third-party websites are not under our control, and you acknowledge that we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such websites, nor are we responsible for errors or omissions in any references to other parties or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the Site or third party by us, or any warranty of any kind, either express or implied.

## **8. Intellectual Property Information**

You acknowledge and agree that all content presented to you on this Site is protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and is the sole property of A-Team Systems and/or its Affiliates. You are only permitted to use the content as expressly authorized by us or the specific content provider. Except for a single copy made for personal use only, you may not copy, reproduce, modify, republish, upload, post, transmit, or

distribute any documents or information from this Site in any form or by any means without prior written permission from us or the specific content provider, and you are solely responsible for obtaining permission before reusing any copyrighted material that is available on this Site. Any unauthorized use of the materials appearing on this Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

The marks "A-TEAM SYSTEMS," including any associated logos and icons, are registered service marks of A-Team Systems LLC or its affiliates. The following details pertain to the registration of these marks:

US Serial Number: 87287383

Application Filing Date: January 03, 2017

US Registration Number: 5270152

Registration Date: August 22, 2017

Register: Principal

Mark Type: Service Mark

Status: LIVE/REGISTRATION/Issued and Active

A Sections 8 and 15 Combined Declaration: Accepted and acknowledged as of July 14, 2023.

All custom graphics, icons, logos, and service names mentioned are the property of A-Team Systems LLC or its affiliates. The use of these trademarks does not imply any affiliation with or endorsement by any holder of these marks and is without the express permission from A-Team Systems LLC or its affiliates.

Notice: Nothing in these Terms of Use grants you any right to use any trademark, service mark, logo, and/or the name of A-Team Systems or its affiliates.

## **9. User's Materials**

Subject to our Privacy Policy, any communication, material, or feedback that you transmit to this Site or to us, whether by electronic mail or other means, for any reason, will be treated as non-confidential and non-proprietary. While you retain all rights in such communications or material, you grant us and our designated licensees a non-exclusive, free of charge, perpetual, and worldwide right to copy, distribute, display, perform, publish, translate, adapt, modify, and otherwise use such material for any purpose regardless of the form or medium (now known or not currently known) in which it is used.

## **10. Copyright and Trademark Infringement Claims Procedure**

If you or any user of this Site believes its copyright, trademark or other property rights have been infringed by a posting on this Site, you or the user should send notification to our Designated Agent (as identified below) immediately. To be effective, the notification must include:

- a) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- b) Identification of the copyrighted work claimed to have been infringed;
- c) Information reasonably sufficient to permit us to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted;
- d) Identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit us to locate the materials;
- e) A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and
- f) A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

Pursuant to the Digital Millennium Copyright Act, 17 U.S.C. Sec. 512(c), our Designated Agent for Notice of claims of copyright infringement can be reached as indicated below. Service of repeat infringers of copyright or of users about whom repeat claims of copyright infringement are received will be terminated.

Designated Agent for Claimed Infringement:

Victor Wandzel, Esq.  
5220 Deer Run Circle,  
Orchard Lake, MI, 48323  
victor@wandzellaw.com  
(248) 933-5221

You acknowledge and agree that upon receipt of a notice of a claim of copyright infringement, we may immediately remove the identified materials from our Site without liability to you or any other party and that the claims of the complaining party and the party that originally posted the materials will be referred to the United States Copyright Office for adjudication as provided in the Digital Millennium Copyright Act.

## **11. Disclaimer of Warranties**

ALL CONTENT ON THIS SITE IS PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO,

THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE THAT THE CONTENT WILL MEET YOUR REQUIREMENTS, THAT ACCESS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT RESULTS FROM USING THE CONTENT WILL BE ACCURATE OR RELIABLE.

THE SITE MAY CONTAIN TECHNICAL INACCURACIES, TYPOGRAPHICAL ERRORS, OR OUTDATED INFORMATION. WE RESERVE THE RIGHT TO MAKE CHANGES TO THE CONTENT AT ANY TIME WITHOUT NOTICE, AND WE DO NOT COMMIT TO UPDATING THE INFORMATION.

DOWNLOADING OR ACQUIRING CONTENT THROUGH THIS SITE IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR DATA LOSS THAT MAY RESULT FROM SUCH ACTIVITIES.

WHEN ENGAGING IN TRANSACTIONS WITH OTHER USERS OR VENDORS THROUGH THE SITE, YOU ACKNOWLEDGE THAT ALL TERMS OF PURCHASE AND SALE ARE AGREED UPON SOLELY BETWEEN THE BUYER AND SELLER. WE PROVIDE NO WARRANTIES REGARDING TRANSACTIONS CONDUCTED THROUGH THIS SITE, AND ALL SUCH TRANSACTIONS ARE AT YOUR OWN RISK. ANY THIRD-PARTY WARRANTIES PROVIDED FOR PRODUCTS OR SERVICES OFFERED ON THIS SITE ARE ISSUED BY THE THIRD PARTIES AND NOT BY US.

Note: Some jurisdictions do not allow the exclusion of certain warranties, so these exclusions may not apply to you.

## **12. Limitation of Liability**

Your exclusive remedy and our entire liability, if any, for any claims arising out of these Terms of Use and your use of this Site shall be limited to the greater of (1) the amount minus any expenses and deposits you paid us for the services on the Site during the twelve (12) month period before the act giving rise to the liability or (2) U.S. \$100.00 if such total amount paid by the user to A-Team Systems is less than \$100.00.

IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA, OR PROFITS, REGARDLESS OF WHETHER WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND UNDER ANY THEORY OF LIABILITY. THIS LIMITATION APPLIES TO ALL USE OF THIS SITE.

ADDITIONALLY, WE SHALL NOT BE LIABLE FOR ANY THIRD-PARTY GOODS AND SERVICES OFFERED THROUGH THIS SITE OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THIS SITE, INCLUDING, WITHOUT LIMITATION, THE PROCESSING OF PURCHASES.

Please note that some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so these limitations may not apply to you.

### **13. Indemnification**

You agree to indemnify and hold A-Team Systems and its Affiliates harmless from any demands, loss, liability, claims or expenses (including attorney's fees), made against us by any third party due to or arising out of or in connection with your use of the Site.

### **14. Participation in Promotions**

From time to time, this Site may include advertisements offered by third parties. We assume no liability, obligation, or responsibility for any part of any such correspondence or promotion.

### **15. Export Controls**

Software available on or through this Site is subject to United States Export Controls. No software from this Site may be downloaded or exported (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders. By downloading or using the software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

### **16. International Use**

Although this Site may be accessible worldwide, we make no representation that materials on this Site are appropriate or available for use in locations outside the United States and accessing them from territories where their contents are illegal is prohibited. Those who choose to access this Site from other locations do so on their own initiative and are responsible for compliance with local laws. Any offer for any product, service, and/or information made in connection with this Site is void where prohibited.

### **18. Termination of Use**

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the Site with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive, or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the services available on this Site immediately ceases, and you acknowledge and agree that we may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or this Site. We shall not be liable to you or



any third party for any claims or damages arising out of any termination or suspension, or any other actions taken by us in connection therewith. Sections 8, 9, 11, 12, 13, 17, and 19 of these Terms of Use, as well as any other sections which by their nature should survive, shall continue in effect following any termination.

### **17. Governing Law and Jurisdiction**

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Michigan without regard to its conflicts of laws provisions. You agree to submit to the personal jurisdiction and venue of the state courts located in Oakland County, Michigan, and the federal courts in the Eastern District of Michigan, located in Detroit. You agree to waive any objection to such jurisdiction or venue. The provision regarding venue will apply to all users without exception.

Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees.

In the event of any controversy or dispute between A-Team Systems and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

### **18. Notices and Communications**

All formal notices or communications required or permitted by these Terms of Use must be in writing and may be delivered by any of the following methods:

- a) Personal Delivery: Considered given at the time of delivery.
- b) Overnight Delivery Service: Considered given the day after it is sent.
- c) Certified Mail (Return Receipt Requested, Postage Prepaid): Considered given two days after it is mailed.
- d) Regular U.S. Mail (Postage Prepaid): Considered given two days after it is mailed.
- e) Email: Considered given immediately upon sending, provided it is sent to the correct email address.

Refusal of a notice does not invalidate the notice or its contents.

Notices to the Company shall be sent to:

A-Team Systems, LLC  
5940 S Rainbow Blvd Ste 400  
PMB 96935  
Las Vegas, NV 89118-2507  
U.S.A.

## 19. Miscellaneous

- a) In any action to enforce these Terms of Use, the prevailing party will be entitled to costs and attorneys' fees. Any cause of action brought by you against us or our Affiliates must be instituted with one year after the cause of action arises or be deemed forever waived and barred.
- b) You may not assign your rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. We may free assign our rights and obligations under these Terms of Use.
- c) You agree not to sell, resell, reproduce, duplicate, copy or use for any commercial purposes any portion of this Site, or use of or access to this Site.
- d) In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of products and services available through our Site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.
- e) If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.
- f) Any failure by us to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision.
- g) These Terms of Use constitute the entire agreement between you and us regarding your use of the Site, and all other written or oral agreements or understandings previously existing between you and us with respect to such use are hereby superseded and cancelled.

- h) A-Team System's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by us of any provision or any right we have to enforce these Terms of Use, nor shall any course of conduct between us and you or any other party be deemed to modify any provision of these Terms of Use.