

Terms and Conditions

Last updated November 1, 2025

Agreement to our Legal Terms and Conditions

We are American Tribute Press & Co LLC (“Company”, “we”, “us”, “our”).

We operate the website www.atpandco.com (the “Site”), as well as any other related products and services that refer or link to these legal terms (the “Legal Terms”) (collectively, the “Services”).

You can contact us by email at info@atpandco.com.

These Legal Terms constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”), and the Company, concerning your access to and use of the Services. You agree that by accessing the Services, you have read, understood, and agreed to be bound by all of these Terms and Conditions. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS AND CONDITIONS, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms and conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference.

2. Intellectual Property Rights

Unless otherwise indicated, the Site is our proprietary property and all source code, databases, functionality, software, website designs, audio, video, text, photographs, and graphics on the Site (collectively, the “Content”) and the trademarks, service marks, and logos contained therein (“Marks”) are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of [Your Country/State] and international conventions.

The Content and the Marks are provided on the Site “AS IS” for your information and personal use only. Except as expressly provided in these Terms and Conditions, no part of the Site and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold,

licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission.

3. User Representations and Prohibited Activities

By using the Site, you represent and warrant that:

You have the legal capacity and agree to comply with these Terms and Conditions.

You are not a minor in the jurisdiction in which you reside.

You will not use the Site for any illegal or unauthorized purpose.

Your use of the Site will not violate any applicable law or regulation.

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

Prohibited activities include, but are not limited to:

Systematically retrieving data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us.

Making any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.

Using a buying agent or purchasing agent to make purchases on the Site.

Interfering with, disrupting, or creating an undue burden on the Site or the networks or services connected to the Site.

4. Third-Party Websites and Content

The Site may contain links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content"). Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us,

and we are not responsible for any Third-Party Websites accessed through the Site or any Third-Party Content posted on, available through, or installed from the Site.

5. Site Management

We reserve the right, but not the obligation, to:

Monitor the Site for violations of these Terms and Conditions.

Take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities.

In our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your contributions or any portion thereof.

Otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the proper functioning of the Site.

6. Modifications and Interruptions

We reserve the right to change, modify, or remove the contents of the Site at any time or for any reason at our sole discretion without notice. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Site.

We cannot guarantee the Site will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Site, resulting in interruptions, delays, or errors. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site during any downtime or discontinuance of the Site.

7. Governing Law

These Terms and Conditions and your use of the Site are governed by and construed in accordance with the laws of Delaware applicable to agreements made and to be entirely performed within Delaware, without regard to its conflict of law principles.

8. Dispute Resolution

Binding Arbitration Any legal controversy or claim arising from or relating to these Terms and Conditions or the Site (excluding legal action taken by us to seek an injunction or other equitable relief in connection with intellectual property rights) will be settled by binding

arbitration in accordance with the commercial arbitration rules of the American Arbitration Association (“AAA”). Your arbitration fees and your share of arbitrator compensation shall be governed by the AA Consumer Rules and where applicable, limited by the AA Consumer Rules. The arbitration may be conducted in person, through the submission of documents, by phone, or online. The arbitrator will make a decision in writing but need not provide a statement of reasons unless requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. Except where otherwise required by the applicable AAA rules or applicable law, the arbitration will take place in Hawaii. Except as otherwise provided herein, the Parties may litigate in court to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgement on the award entered by the arbitrator.

In no event shall any Dispute brought by wither Party related in any way to the Services be commenced more than one (1) years after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

9. Limitations of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, LOSS OF DATA, OR OTHER DAMAGES ARISING FROM YOUR USE OF THE SITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Contact Us

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at info@atpandco.com.