TERMS & CONDITIONS

Effective Date: October 1, 2026

Welcome to the website of **Summitz Footwear Inc.** ("Summitz," "we," "us," or "our"). These Terms & Conditions ("Terms") govern your access to and use of https://www.summitzfootwear.com/ and any other website or online service operated by Summitz that links to these Terms (collectively, the "Website").

By accessing or using the Website, you agree to these Terms. If you do not agree to these Terms, please do not use the Website.

1. About Summitz

Summitz Footwear Inc. is a footwear manufacturing company headquartered in Henderson, Nevada, providing footwear manufacturing, OEM/ODM, product development, and related supply-chain capabilities.

The Website is primarily intended for footwear brands, retailers, business partners, suppliers, industry professionals, prospective employees, and other business users.

The Website is provided for general business and informational purposes. It is not currently an online retail store and does not provide a platform for consumers to purchase footwear directly from Summitz.

2. Website Information

We make reasonable efforts to provide information that is accurate and current. However, information on the Website is provided for general informational purposes and may be changed, updated, corrected, or removed at any time without notice.

Information regarding our manufacturing capabilities, facilities, production processes, technologies, production capacity, locations, services, lead times, supply-chain operations, and other business activities may vary depending on specific products, projects, customer requirements, production conditions, material availability, and other circumstances.

Nothing on the Website constitutes a binding quotation, offer, purchase order, manufacturing agreement, supply agreement, warranty, guarantee, or other contractual commitment unless expressly stated in a separate written agreement signed by an authorized representative of Summitz.

3. Business Inquiries

If you contact Summitz through the Website, including through our contact form, email,

telephone, or other communication methods, you agree to provide information that is accurate and that you have the right to provide.

Submitting an inquiry does not create a contractual relationship, partnership, joint venture, agency relationship, or other business relationship between you and Summitz.

Any business relationship between Summitz and a customer, supplier, retailer, brand, contractor, or other business partner will be governed by separate written agreements where applicable.

4. Intellectual Property

Unless otherwise indicated, all content and materials available on the Website are owned by or licensed to Summitz and are protected by applicable United States and international intellectual-property laws.

This includes, without limitation:

- Summitz's name, trademarks, and logos;
- photographs and videos;
- product images;
- factory and facility images;
- graphics and designs;
- written content;
- website layout and design;
- product and manufacturing descriptions;
- technical or manufacturing information;
- presentations and other materials; and
- other original content made available through the Website.

You may access and view Website content for your own lawful, non-commercial informational purposes.

You may not, without our prior written permission:

- reproduce substantial portions of the Website;
- copy, modify, distribute, publish, or commercially exploit Website content;
- use Summitz trademarks or logos;

- create derivative works from Website content;
- scrape, systematically download, or reproduce Website content;
- frame or mirror the Website;
- use Website content to imply an endorsement, sponsorship, or affiliation with Summitz; or
- use Website content for any unlawful, misleading, or infringing purpose.

Nothing in these Terms transfers any ownership or intellectual-property rights from Summitz to you.

5. Trademarks

"Summitz," "Summitz Footwear," related logos, names, designs, slogans, and other marks appearing on the Website may constitute trademarks or service marks of Summitz or its affiliates.

You may not use any Summitz trademark without our prior written authorization, except as permitted by applicable law.

Third-party names, logos, trademarks, and service marks appearing on the Website remain the property of their respective owners.

6. Prohibited Uses

You agree not to use the Website:

1. for any unlawful purpose;
2. to violate any applicable federal, state, local, or international law or regulation;
3. to interfere with or disrupt the operation or security of the Website;
4. to attempt to gain unauthorized access to any system, account, server, or database;
5. to introduce viruses, malware, malicious code, or other harmful technology;
6. to scrape, crawl, harvest, or systematically collect Website information without our permission;
7. to impersonate Summitz or another person or entity;
8. to transmit fraudulent, misleading, defamatory, threatening, or unlawful material;

9. to use automated means to access the Website in a manner that places an unreasonable burden on our systems; or
10. to use Website content in a manner that infringes the rights of Summitz or any third party.

7. Third-Party Websites and Services

The Website may contain links to third-party websites, social-media platforms, services, or other external resources.

These links are provided for convenience only. Summitz does not control and is not responsible for the content, privacy practices, security, availability, or policies of third-party websites or services.

Your use of any third-party website or service is subject to that third party's applicable terms and privacy policy.

8. Privacy

Your use of the Website is also subject to our **Privacy Policy**, which explains how we collect, use, disclose, retain, and protect personal information.

Our Privacy Policy is incorporated into these Terms by reference.

9. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WEBSITE AND ALL CONTENT, INFORMATION, MATERIALS, AND SERVICES MADE AVAILABLE THROUGH THE WEBSITE ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

SUMMITZ DOES NOT WARRANT THAT:

- THE WEBSITE WILL ALWAYS BE AVAILABLE;
- THE WEBSITE WILL BE ERROR-FREE OR UNINTERRUPTED;
- INFORMATION ON THE WEBSITE WILL ALWAYS BE COMPLETE, CURRENT, OR ACCURATE;
- THE WEBSITE WILL BE FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR
- THE WEBSITE WILL MEET YOUR PARTICULAR REQUIREMENTS OR EXPECTATIONS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUMMITZ DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES RELATING TO THE WEBSITE AND ITS CONTENT, INCLUDING

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

Nothing in these Terms excludes or limits any warranty or right that cannot lawfully be excluded or limited under applicable law.

10. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SUMMITZ FOOTWEAR INC. AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, CONTRACTORS, AGENTS, AND SERVICE PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO:

- your access to or use of the Website;
- your inability to access or use the Website;
- your reliance on information provided through the Website;
- any interruption, error, or security incident involving the Website; or
- any third-party website or service accessible through the Website.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUMMITZ'S TOTAL LIABILITY ARISING OUT OF OR RELATING TO YOUR USE OF THE WEBSITE SHALL NOT EXCEED THE GREATER OF (A) ONE HUNDRED U.S. DOLLARS (US $100) OR (B) THE AMOUNT YOU PAID TO SUMMITZ, IF ANY, FOR ACCESS TO THE WEBSITE DURING THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

This limitation does not apply to liability that cannot legally be limited or excluded under applicable law.

11. Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless Summitz Footwear Inc. and its officers, directors, employees, affiliates, agents, contractors, and service providers from and against claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- your violation of these Terms;
- your unlawful use of the Website;
- your violation of applicable law; or

- your infringement or violation of the rights of any third party.

12. Changes to the Website

We may modify, suspend, discontinue, or restrict access to all or any portion of the Website at any time, with or without notice.

We are not responsible for any modification, suspension, interruption, or discontinuation of the Website.

13. Changes to These Terms

We may update these Terms from time to time.

When we make changes, we will post the revised Terms on the Website and update the Effective Date above.

Your continued use of the Website after revised Terms become effective constitutes your acceptance of the revised Terms to the extent permitted by applicable law.

14. Governing Law and Venue

These Terms are governed by and construed in accordance with the laws of the **State of Nevada**, without regard to its conflict-of-law principles.

To the extent a dispute arising out of or relating to these Terms or your use of the Website is not subject to a separate written agreement containing different dispute-resolution provisions, the parties agree that applicable state and federal courts located in **Clark County, Nevada** shall have jurisdiction, subject to applicable law.

Nothing in this section prevents either party from seeking emergency or equitable relief in a court of competent jurisdiction where permitted by law.

15. No Waiver

Our failure to enforce any provision of these Terms does not constitute a waiver of that provision or our right to enforce it later.

16. Severability

If any provision of these Terms is determined to be unlawful, invalid, or unenforceable, that provision will be enforced to the maximum extent permitted by law, and the remaining provisions will remain in full force and effect.

17. Entire Agreement

These Terms, together with our Privacy Policy and any other policies expressly incorporated by reference, constitute the agreement between you and Summitz

regarding your use of the Website.

These Terms do not replace or modify any separate written agreement between Summitz and any customer, supplier, business partner, employee, contractor, or other party.

18. Contact Us

If you have questions regarding these Terms, please contact us:

Summitz Footwear Inc.
3750 E Dale Ave
Henderson, NV 89044
United States

Phone: 702-603-5266
Email: info@summitzfootwear.com

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