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COMBATFIT MARKETPLACE

TERMS & CONDITIONS

Marketplace Terms and Conditions

Version **1.0**

Effective **8 July 2026**

> These Terms govern use of the CombatFit Marketplace by Buyers and Sellers. Please read them carefully. By listing an item or making a purchase, you agree to be bound by them.

1 ABOUT THESE TERMS

These Marketplace Terms and Conditions (the "Terms") govern access to and use of the buy and sell marketplace made available through the CombatFit platform at combatfit.pro and within the CombatFit application (the "Marketplace").

The Marketplace is operated by CombatFit ("CombatFit", "we", "us" or "our"). By listing an item, making a purchase, or otherwise using the Marketplace, you agree to be bound by these Terms. If you do not agree, you must not use the Marketplace.

These Terms are in addition to, and should be read together with, the CombatFit Terms of Service and Privacy Policy available at combatfit.pro. Where these Terms conflict with the general Terms of Service in relation to the Marketplace, these Terms prevail to the extent of the inconsistency.

We may update these Terms from time to time. The current version will always be available on the platform, and material changes will be notified to registered users. Continued use of the Marketplace after changes take effect constitutes acceptance of the updated Terms.

2 DEFINITIONS

- **Buyer** means a user who purchases, or offers to purchase, an item through the Marketplace.
- **Seller** means a user who lists an item for sale through the Marketplace.
- **Item** means any physical good, digital product, or service offered for sale through the Marketplace, including gear, apparel, supplements, books, courses, seminars, and coaching.
- **Listing** means an individual offer to sell an Item published on the Marketplace.
- **Listing Fee** means the fee payable by a Seller for each active Listing, as set out in clause 5.
- **Platform** means the CombatFit website and application through which the Marketplace is provided.

3 THE MARKETPLACE AND OUR ROLE

The Marketplace is a venue that connects Buyers and Sellers within the combat sports community. Sales are made directly between the Seller and the Buyer.

COMBATFIT IS NOT THE SELLER.

Except where expressly stated otherwise, CombatFit is not the seller, manufacturer, importer, distributor, or supplier of any Item listed on the Marketplace, and is not a party to any contract of sale formed between a Buyer and a Seller. CombatFit is not the merchant of record for transactions between Buyers and Sellers.

We do not take title to, take possession of, inspect, endorse, or guarantee any Item. We are not responsible for the existence, quality, safety, legality, or accuracy of any Listing or Item. Any contract for the sale and purchase of an Item is formed solely between the Buyer and the Seller.

We do not collect payment on behalf of Sellers as principal, and we do not hold sale proceeds. Sellers receive payment for sales directly, and retain 100% of the sale price of each Item, subject to any fees charged by the Seller's own payment provider.

4 ELIGIBILITY AND ACCOUNTS

To use the Marketplace you must hold a CombatFit account, be at least 18 years of age (or the age of majority in your jurisdiction), and be able to form a legally binding contract.

You are responsible for maintaining the confidentiality of your account credentials and for all activity that occurs under your account. You agree to provide current, complete, and accurate information and to keep it up to date.

We may refuse access to, suspend, or terminate any account at our discretion, including where we reasonably believe a user has breached these Terms or engaged in conduct that may harm the Marketplace, its users, or CombatFit.

5 LISTING FEES AND PAYMENT

FLAT FEE, NO COMMISSION.

Sellers pay a flat Listing Fee of **USD $1.00 per Item, per day** that the Item is actively listed on the Marketplace. The Listing Fee is charged per Item, per active listing day, and is not a commission.

CombatFit does not charge any commission, transaction fee, or percentage cut on sales made through the Marketplace. Sellers keep 100% of the sale price of each Item sold, subject only to fees imposed by the Seller's own payment provider, which are outside CombatFit's control.

The Seller controls how long a Listing remains active, and therefore controls the total Listing Fee payable. Listing Fees accrue for each day a Listing is active, whether or not the Item sells.

Listing Fees are quoted and charged in United States Dollars (USD). Listing Fees are non-refundable once a Listing has gone live, including where an Item does not sell, where a Listing is removed by the Seller before its scheduled end, or where a Listing is removed by CombatFit for breach of these Terms.

We may change the Listing Fee from time to time. Any change will apply only to Listings created after the change takes effect, and will be notified through the platform.

6 SELLER OBLIGATIONS

By creating a Listing, the Seller represents and warrants that:

a. the Seller has the legal right to sell the Item and to transfer good title to the Buyer;

b. the Listing is accurate, complete, and not misleading, including as to description, condition, price, availability, and any images used;

c. the Item and its sale comply with all applicable laws, including consumer protection, product safety, labelling, and import or export requirements;

d. the Item does not infringe the intellectual property or other rights of any third party;

e. the Seller will honour the terms of each Listing and will fulfil confirmed orders promptly;

f. where the Item is a physical good, the Seller will dispatch it within the timeframe stated in the Listing, and will handle returns, refunds, and warranty claims in accordance with applicable law; and

g. where the Item is a supplement, therapeutic, or ingestible product, the Seller holds all licences, registrations, and approvals required to sell it lawfully in the Buyer's jurisdiction, including any registration required by the Therapeutic Goods Administration (TGA) or equivalent regulator.

The Seller is solely responsible for setting prices, fulfilling orders, providing customer service, and meeting all legal obligations owed to Buyers, including obligations under the Australian Consumer Law and any equivalent law that applies to the sale.

7 PROHIBITED ITEMS AND CONDUCT

The following must not be listed or sold through the Marketplace:

- counterfeit, stolen, or unlawfully obtained goods;
- weapons, firearms, or items restricted or prohibited by law;
- prescription-only medicines, controlled substances, or any therapeutic good that may not lawfully be supplied to the Buyer without a prescription or authority;
- any supplement, peptide, or ingestible product that is not lawfully able to be supplied to a member of the public in the relevant jurisdiction;
- items that infringe intellectual property rights, and any product that is unsafe, recalled, or subject to a safety warning;
- any Item whose sale would breach applicable law, or content that is unlawful, defamatory, obscene, or otherwise objectionable.

You must not use the Marketplace to defraud or mislead any person, to circumvent Listing Fees, to manipulate ratings or Listings, or to transmit malware or any harmful code. We may remove any Listing and suspend any account that we reasonably believe breaches this clause.

Nothing in these Terms constitutes medical advice. Combat sports involve inherent risks, and Items sold through the Marketplace are not a substitute for professional medical, nutritional, or legal advice.

8 BUYER OBLIGATIONS AND TRANSACTIONS

Buyers are responsible for reading each Listing carefully before purchasing, and for satisfying themselves as to the suitability, legality, and safety of an Item for their intended use.

When a Buyer purchases an Item, a contract of sale is formed directly between the Buyer and the Seller. Any question about an Item, its delivery, its condition, a return, a refund, or a warranty is a matter between the Buyer and the Seller.

Buyers are responsible for any taxes, duties, shipping charges, or import costs applicable to a purchase, unless the Seller has expressly stated otherwise in the Listing.

9 DISPUTES BETWEEN USERS

Disputes about an Item or a transaction are between the Buyer and the Seller. CombatFit is not a party to those disputes and has no obligation to mediate or resolve them.

We may, but are not obliged to, provide reasonable assistance to help users resolve a dispute. Where required by law, Sellers must offer remedies to Buyers, including in relation to consumer guarantees under the Australian Consumer Law.

10 CONSUMER GUARANTEES

Nothing in these Terms excludes, restricts, or modifies any consumer guarantee, right, or remedy conferred by the Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law, or any other law that cannot lawfully be excluded.

Where a consumer guarantee applies to the supply of an Item, that guarantee is provided by the Seller as the supplier of the Item, not by CombatFit. Where CombatFit supplies services to you (such as access to the Marketplace) and a consumer guarantee applies to those services and cannot be excluded, our liability for failing to comply with that guarantee is limited, to the extent permitted by law, to resupplying the services or paying the cost of having them resupplied.

11 INTELLECTUAL PROPERTY

The Marketplace, the CombatFit platform, and all associated trade marks, logos, and content are owned by or licensed to CombatFit and are protected by law. Nothing in these Terms transfers any ownership right in that intellectual property to you.

By publishing a Listing, you grant CombatFit a non-exclusive, worldwide, royalty-free licence to host, display, reproduce, and promote your Listing content (including images and descriptions) for the purpose of operating and marketing the Marketplace. You represent that you hold all rights necessary to grant that licence.

12 DISCLAIMER AND LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Marketplace is provided on an "as is" and "as available" basis. We do not warrant that the Marketplace will be uninterrupted, secure, or error-free, and we may modify, suspend, or discontinue any part of it at any time.

To the maximum extent permitted by law, and subject to clause 10, CombatFit is not liable for any loss or damage arising from or in connection with: any Item; the acts or omissions of any Buyer or Seller; any transaction or contract of sale between users; or any inability to access or use the Marketplace.

To the maximum extent permitted by law, and subject to clause 10, CombatFit's total aggregate liability to any user arising from or in connection with the Marketplace is limited to the total Listing Fees paid by that user to CombatFit in the three (3) months immediately before the event giving rise to the liability. We are not liable for any indirect, incidental, special, or consequential loss, or for any loss of profit, revenue, goodwill, or data.

13 INDEMNITY

You agree to indemnify and hold harmless CombatFit, its officers, employees, and agents from and against any claim, liability, loss, damage, cost, or expense (including reasonable legal costs) arising from or in connection with: your Listings or Items; your use of the Marketplace; your breach of these Terms; or your breach of any law or the rights of any third party.

14 SUSPENSION AND TERMINATION

We may suspend or terminate your access to the Marketplace, remove any Listing, or withhold Marketplace services at our discretion, including where we reasonably believe you have breached these Terms or any law. Termination does not entitle you to a refund of any Listing Fee already charged.

15 GOVERNING LAW

These Terms are governed by the laws in force in Australia. You and CombatFit submit to the non-exclusive jurisdiction of the courts of Australia and courts of appeal from them for any dispute arising out of or in connection with these Terms or the Marketplace.

16 GENERAL

- If any provision of these Terms is found to be invalid or unenforceable, that provision is severed and the remaining provisions continue in force.
- A failure or delay by CombatFit in exercising a right under these Terms does not operate as a waiver of that right.
- You may not assign or transfer your rights under these Terms without our prior written consent. We may assign our rights and obligations under these Terms.
- These Terms constitute the entire agreement between you and CombatFit in relation to the Marketplace and supersede any prior understanding on that subject.