TERMS OF SALE AND CONDITIONS OF USE

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IMPORTANT – PLEASE CAREFULLY READ AND UNDERSTAND THESE TERMS OF SALE AND CONDITIONS OF USE BEFORE ACCESSING, USING, OR PLACING AN ORDER THROUGH OUR WEBSITE. THESE TERMS CONTAIN DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITIES (SEE SECTIONS 16 AND 17). THESE TERMS FORM AN ESSENTIAL BASIS OF OUR AGREEMENT. PLEASE PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS.

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THIS AGREEMENT CONTAINS ARBITRATION AND CLASS ACTION WAIVER PROVISIONS THAT WAIVE YOUR RIGHT TO A COURT HEARING, RIGHT TO A JURY TRIAL AND RIGHT TO PARTICIPATE IN A CLASS ACTION. ARBITRATION IS MANDATORY AND IS THE EXCLUSIVE REMEDY FOR ANY AND ALL DISPUTES UNLESS SPECIFIED BELOW IN SECTION 18 **OR IF YOU OPT-OUT. PLEASE CAREFULLY REVIEW THE DISPUTE RESOLUTION PROVISIONS IN** SECTION 18 **BELOW WHICH DESCRIBES YOUR RIGHT TO OPT-OUT.**

You can review the most current version of the Terms at any time on this page (TERMS). We reserve the right to update, change, or replace any part of these Terms by posting updates and/or changes to our Website. It is your responsibility to check this page periodically for changes. YOUR CONTINUED USE OF OR ACCESS TO THE WEBSITE FOLLOWING THE POSTING OF ANY CHANGES CONSTITUTES BINDING ACCEPTANCE OF THOSE CHANGES.

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TERMS OF SALE AND CONDITIONS OF USE

1. WEBSITE USE

By using the Website and agreeing to these Terms, you represent that you are at least the age of maturity in your state, country or province of residence. If you use the Website, you affirm that you have the legal capacity to enter into a binding contract with us, have read this Agreement, and understand and agree to its terms.

2. PRIVACY & SECURITY DISCLOSURE

Our privacy policy may be viewed at (PRIVACY). The Privacy Policy is incorporated into these

Terms by reference and constitutes a part of these Terms.

3. GENERAL CONDITIONS AND WEBSITE USER CONDUCT RESTRICTIONS

All aspects of our Website are protected by U.S. and international copyright, trademark, and other intellectual property laws. You do not acquire any ownership or other rights by using the Website or by downloading any material from it.

You agree not to use or attempt to use the Website or any products or services in any unlawful manner or for any unlawful purpose. You further agree not to commit any unlawful act or attempt to commit any unlawful act on or through the Website including, but not limited to: (1) hacking and other digital or physical attacks on the Website; (2) publishing vulgar, abusive, obscene, or defamatory material; (3) soliciting others to perform or participate in any unlawful acts; (4) violating any international, federal, provincial or state regulations, rules, laws, or local ordinances; (5) infringing upon or violating our intellectual property rights or the intellectual property rights of others; (6) harassing, abusing, insulting, harming, defaming, slandering, disparaging, intimidating, or discriminating based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (7) submitting false or misleading information; (8) uploading or transmitting viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Website; (9) collecting or tracking the personal information of others; (10) interfering with or circumventing the security features of the Website; or (11) any other unlawful act.

Digistore24 reserves the right to terminate your access to the Website or any of its services if it determines that you (1) do not comply with these Terms of Sale; (2) provide false, inaccurate, or incomplete information during our registration process; (3) engage in any conduct that would otherwise harm any of Digistore24’s rights or interests in its Website, services, or other property; or (4) for any or no reason whatsoever without prior notice to you. Digistore24 may take any other actions necessary in this regard or seek any remedies permitted by law.

4. PRODUCTS AND SERVICES SOLD FOR PERSONAL USE ONLY

You further agree that any products or services you purchase from Digistore24 on or through the Website will be used for your personal, non-commercial use. You agree that you will not resell, redistribute, modify, or export any product or service that you order from the Website.

5. MATERIAL DISCLOSURES CONCERNING OUR PRODUCTS AND SERVICES; ACCURACY, COMPLETENESS, AND TIMELINESS OF INFORMATION

No Medical Advice

For dietary supplements, cosmetics, and other health and wellness products and services we may sell from time to time, you understand and agree the material on the Website is provided for general informational purposes only and is not intended as medical advice or as a substitute for the medical advice of a physician. The statements made on this Website have not been evaluated by the Food and Drug Administration. You should consult your physician before using or relying on any information provided by Digistore24. You should always consult a medical doctor before modifying your diet, using any new product, drug, cosmetic, supplement, or starting a new exercise program. Women who are pregnant, are considering getting pregnant, or breast feeding should contact their physician before taking any dietary supplement or using any health, wellness, or beauty product. Digistore24 does not make any guarantee that you will accomplish your health and/or wellness goals. Your results may vary depending upon a variety of factors unique to you, such as your age, health, and genetics.

No Investment Recommendations or Professional Advice

From time to time, we may offer products and services geared toward trading education or other investment opportunities. In connection with such products and services, you agree that Digistore24 does not provide personalized investment advice or execute trades on your behalf, and is not a broker-dealer or investment advisor. Neither the Website nor any of Digistore24's products or services are intended to provide tax, legal, insurance, or investment advice. None of the content provided on the Website or through any of Digistore24's products or services should be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security by us or any third party. You alone are solely responsible for determining whether any investment, security or strategy, or any other product or service, is appropriate or suitable for you based on your investment objectives and personal and financial situation. You should consult a registered investment advisor, attorney, or tax professional regarding your particular financial situation, investing strategies, or specific legal or tax situation.

To the extent that any of the content published on the Website may be deemed to be investment advice or recommendations in connection with a particular security, such information is impersonal and not tailored to the investment needs of any specific person. You understand that an investment in any security is subject to a number of risks and that discussions of any security published on the Website will not contain a list or description of relevant risk factors.

You understand that performance data is supplied by sources believed to be reliable, that the calculations on our Website are made using such data, and that such calculations are not guaranteed by these sources, the information providers, or any other person or entity, and may not be complete.

From time to time, our Website may reference prior articles and opinions that we have published. These references may be selective, may reference only a portion of an article or

opinion, and are likely not to be current. As markets change continuously, previously published information and data may not be current and should not be relied upon.

All content on the Website is presented only as of the date published or indicated and may be superseded by subsequent market events or for other reasons. In addition, you are responsible for setting the cache settings on your browser to ensure you are receiving the most recent data.

Securities & Investing Disclosure; Hypothetical Performance Results Disclosure; Trade Alerts Disclosure

From time to time, we may offer products and services that provide information about the stock market and other investments. All investments involve risk that losses may exceed the invested amount and that the past performance of a security, industry, sector, market, or product does not guarantee future results or returns. YOU ACKNOWLEDGE THAT STOCK, FUTURES, AND OPTION TRADING INVOLVES HIGH RISKS THAT MAY RESULT IN YOUR LOSS OF LARGE SUMS OF MONEY. When investing in stocks or purchasing options, you may lose all of the money you invested. When investing in futures, you may lose more than the funds you invested. Being a successful “paper trader” or “paper investor” during one period of time does not mean that you will make money when you actually invest during a later time period. Market conditions constantly change.

The information set forth on this Website is not an invitation to trade any specific security or class of securities. Investing requires risking money in pursuit of future gain. That is your decision, and you are solely responsible for your investment decisions. Do not risk any money you cannot afford to lose. This Website does not take into account your own individual financial and personal circumstances. You are encouraged to consult with a qualified investment professional regarding any trading strategy or a particular trade. Your failure to seek professional, detailed and personally-tailored advice prior to making any investment could result in actions contrary to your best interests and loss of capital. We make no representation that you will or are likely to achieve profits or losses similar to those presented on this Website. This Website is for informational purposes only and does not provide investment advice. The owner of this Website does not fall within the federal or state definition of an investment adviser and is not registered as such.

Hypothetical or simulated performance results have many inherent limitations, some of which are mentioned below, and there are frequently sharp differences between hypothetical performance results and actual results subsequently achieved by any particular trading program. Unlike an actual performance record, simulated results do not represent actual trading. Since the trades have not actually been executed, the results may have under- or over- compensated for the impact, if any, of certain market factors, such as lack of liquidity. One of the limitations of hypothetical performance results is that they are generally prepared

with the benefit of hindsight. In addition, hypothetical trading does not involve financial risk, and no hypothetical trading record can completely account for the impact of financial risk in actual trading. For example, the ability to withstand losses or to adhere to a particular trading program in spite of the trading losses are material points, which can also adversely affect trading results. There are numerous other factors related to the market in general or to the implementation of any specific trading program that cannot be fully accounted for in the preparation of hypothetical performance results all of which can adversely affect actual trading results.

The Website may contain information regarding some of our successful hypothetical trades. We also have hypothetical trades where we lost money (not including fees and commissions). Past Results are not necessarily indicative of future results.

For customers trading options, the futures charts are presented for informational purposes only. They are intended to show how investing in options can depend on the underlying futures prices; specifically, whether or not an option purchaser is buying an in-the-money, at-the-money, or out-of-the-money option. Furthermore, the purchaser will be able to determine whether or not to exercise his or her right on an option depending on how the option's strike price compares to the underlying futures price. The futures charts are not intended to imply that option prices move in tandem with futures prices. In fact, option prices may only move a fraction of the price move in the underlying futures. In some cases, the option may not move at all or even move in the opposite direction of the underlying futures contract.

We may send “trade alerts” to end users via email or text in advance of the trade being executed. We cannot guarantee due to technology limitations that end users will receive the alert before the trade is executed, nor guarantees that the alerted trade will occur as the conditions and other variables upon which the alerted proposed trade is based may not materialize. Further, we do not guarantee that you will be able to execute the same trade at the alerted price or position size as market conditions change rapidly. Digistore24 encourages you not to simply copy alerted trades in your own portfolio. Trade alerts are presented to help you learn how to make investment decisions for yourself. You understand and agree that you alone are responsible for your own trading activity and investment decisions.

Education Disclosure

You understand and agree that we may provide various educational courses on a variety of topics, and that we are a privately-owned for profit company that provides general education, and such courses are for general education and informational purposes only. We are not, and are not affiliated with any, educational institutions or other accredited entities. We do not register students, do not offer accredited courses or programs of study, and do not grant a degree or diploma, or any licenses or certifications, upon completion of our program. As such, we do not intend to provide, or purport to provide, in any way, education, course materials,

certification, or training that is required by any law or employer, and is not intended nor implied to be a substitute for education or training provided by an accredited entity. You assume full responsibility for how you choose to use the information provided by us. We do not provide any guarantee regarding the amount of success students could or will have using our products or services, nor any guarantee regarding ability to get or create jobs upon completion of our programs.

No Legal Tender

From time to time, we may offer physical and digital products that resemble legal tender. You agree that such products are strictly intended for novelty and entertainment purposes only. These products are not legal tender and hold no monetary value. They are not intended to be circulated as genuine currency or used for fraudulent purposes. It is important to understand that the use or attempted use of these products as legal tender may constitute a violation of the law and could result in legal consequences, including fines and imprisonment.

Accuracy, Completeness, and Timeliness of Information

While we endeavor to provide accurate and current information on our Website, there may be information on our Website that contains typographical errors, inaccuracies, or omissions related to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information on the Website or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

This Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.

6. MODIFICATIONS TO THE WEBSITE AND PRICES

We reserve the right to modify or discontinue access to the Website (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third party for any modification, suspension, or discontinuance of access to the Website. Certain products or services may be available exclusively online through the Website. These products or services may have limited quantities and are subject to refund, return or exchange only according to our standard returns and refund policy.

All descriptions of products or product pricing are subject to change at any time without notice, at our sole discretion. Any offer for any product or service made on this Website is void where

prohibited.

7. ACCOUNT REGISTRATION

In order to access some of the products or services of the Website, you will be required to create an account. By creating this account, you agree to the following:

- You may only maintain a single account;
- You may never share your account user name or password or knowingly provide or authorize access to your account;
- You may never use another user's account without permission;
- When creating your account, you must provide accurate and complete information;
- You are solely responsible for the activity that occurs on your account, and you must keep your account password secure;
- You must notify us immediately of any breach of security or unauthorized use of your account; and
- You will be liable for any use made of your account or password and the losses of us or others due to such unauthorized use. We will not be liable for your losses caused by any unauthorized use of your account.

We have the right, in our sole discretion, to cancel your account or suspend your access to the Website.

8. PAYMENT

All charges are in U.S. Dollars or Euros.

By submitting payment information to us, you represent and agree that: (i) you are fully authorized to use that card or account; (ii) all payment information provided is complete and accurate; (iii) you will be responsible for any payment card fees; and (iv) that sufficient funds exist to pay us the amount(s) due.

We and our third-party payment service providers may request, and we may receive, updated credit card information from your credit card issuer, such as updated card numbers and expiration date information when your credit card has expired. If such updated information is provided to us and our third-party payment service providers, we will update your account

information accordingly. Your payment card issuer may give you the right to opt-out of providing vendors and third-party payment service providers with your updated credit card information. If you wish to opt-out of your payment card's updating service, you should contact your credit card issuer.

We are not responsible for any fees or charges that your bank or payment card issuer may apply. If your bank or payment card issuer reverses a charge to your account, we may bill you directly and seek payment by another method including a mailed statement.

9. ORDER PLACEMENT AND ACCEPTANCE

Your electronic order confirmation, or any form of confirmation, does not signify our acceptance of your order. We reserve the right to accept or deny shipment of any physical products or access to any digital products or courses to anyone for any reason. Physical products are also subject to availability. As there is a delay between the time when your order is placed and the time when the order is accepted, the stock of that particular item may change. In the event we deny your order or if any physical item becomes out of stock before we accept the order, we will notify you as soon as possible and you will receive a refund to your original form of payment. You understand and agree that we will not be liable for any losses or damages that may result from our refusal to provide you any product or service. We reserve the right to require additional information before processing any order.

10. SUBSCRIPTIONS

If you go to the Website to purchase a physical or digital product, you may have the option of buying a product one time, or enrolling in our subscription program. If you purchase a subscription, it is automatically billed every 30, 60, or 90 days (depending on the option you select) to the payment method you provided when you purchased the subscription. The subscription will rebill automatically unless and until you cancel the subscription. We may use an account updater to automatically update your payment information in the event it changes, in which case, your renewal will be billed to the updated account information. If you wish to submit a billing inquiry or cancel your subscription, you may do so at any time subject to the terms herein. For physical products, you must cancel your subscription forty-eight (48) hours prior to your next billing date in order to not receive your next scheduled order. Digital product subscriptions may be canceled at any time prior to your next billing date. You can cancel or manage your subscription by logging into your account or completing this web form. Your order confirmation emails also have links to your order. You can access your account and manage your subscription from there. You may also cancel your subscription by contacting Customer Support by email (helpdesk@digistore24.com) or by telephone at + 1-800-356-7947.

11. PHYSICAL PRODUCT SHIPPING

Digistore24 ships to addresses located in the United States and internationally via carriers of our selection, unless otherwise stated at the time of purchase. Orders generally ship within 1-5 business days of the time of placement. Orders placed after 7:00 PM PT will be processed the next business day, excluding weekends and holidays. Domestic orders typically arrive within ten (10) business days, and international orders typically arrive within 20-30 business days, once processed and shipped, depending on where you are located. If a product is on back order and/or if we are experiencing high order volume, the shipping time may vary. Once the item you ordered is back in stock, it will typically ship within 1-5 business days. Shipping charges will be calculated and displayed at checkout. Digistore24 is not responsible for shipping charges if they are applied and are your responsibility as the customer.

If you do not receive your order within the time frames above, or would like to check the status of your order, please contact us at helpdesk@digistore24.com or call us at + 1-800-356-7947. If you would like to have your order expedited, e-mail us at helpdesk@digistore24.com before placing your order and we will work with you to get your order situated with faster shipping.

Accurate shipping address and phone number are required. We are not responsible for late shipments/missing shipments if you enter incorrect shipping address information. If you discover that you have made a mistake with your order after it has been submitted or wish to cancel your order after you placed it and before it has been shipped, please contact Customer Support immediately by email helpdesk@digistore24.com or by telephone at + 1-800-356-7947. You must contact us as soon as possible in order to attempt to modify or cancel your pending order. However, we cannot guarantee that we will be able to amend your order in accordance with your instructions.

12. DELIVERY CONFIRMATION

Because many instances may occur at your delivery address that are beyond our control, you agree that any delivery confirmation provided by the carrier is deemed sufficient proof of delivery to the cardholder, even without a signature.

13. MONEY BACK GUARANTEES

Physical Products

From time to time, Digistore24 may offer a Money-Back Guarantee on your first order of any physical product, including the first order made on a subscription basis, within sixty (60) days from the date that you placed your order for a full refund according to the terms below or as otherwise stated at the time of purchase. The specific details regarding eligibility, terms, and procedures for requesting a refund under the money-back guarantee will be clearly disclosed at the time of purchase or as outlined in the product/service description. Review the information provided during the checkout process or within the product or service description to

understand the terms of the money-back guarantee applicable to your transaction.

Our standard Money-Back Guarantee is only valid on domestic orders, and only for your first order of an item purchased directly from Digistore24. Purchases that do not qualify for Digistore24's Money-Back Guarantee are subject to our Standard Return and Refund Policy or such other policy disclosed at checkout, if different. If you claim a refund during the first 30 days and later decide that you want to repurchase that product again, you will no longer be able to take advantage of this standard Money-Back Guarantee and refunds will only be issued if the product arrives damaged or you receive the incorrect product. Please contact Customer Support by email (helpdesk@digistore24.com) or by telephone at + 1-800-356-7947 to request a refund. We require that you return any unopened product to us in its original packaging. You may dispose of any used product under this Money-Back Guarantee.

Digistore24 will refund the entire purchase price for all approved refunds. Refunds will be issued to the same credit card or method of payment that was used to order the product. Please allow 5-10 business days for us to process your request and post it to your account. Timeframes may vary depending on your financial institution.

Digital Products and Services

Payments for digital products and services, including without limitation E-Books, courses, streaming content, digital art, webinars, and any other virtual goods are non-refundable and all sales are final unless otherwise indicated. If you purchase a digital product on subscription and you cancel that subscription, you will have access to the product until the end of that subscription period. Subscription payments are otherwise nonrefundable unless otherwise indicated.

From time to time, Digistore24 may advertise a money-back guarantee or refund in connection with the purchase of a particular digital product or service. The terms of that guarantee or refund policy will be stated at the time of purchase. Regardless of the specific terms of any advertised money-back guarantee or refund policy, the money-back guarantee or refund policy shall only be available for the stated period. Additionally, customers who elect a refund under any money-back guarantee and then purchase or re-subscribe to the same product or service within a two-year period will not be entitled to any applicable money-back guarantee or refund.

14. STANDARD RETURN AND REFUND POLICY FOR PHYSICAL PRODUCTS

Digistore24 may offer refunds in connection with your purchase of physical products at our discretion. The specific details regarding refund eligibility, procedures, and any applicable terms will be disclosed at the time of purchase and may differ from the Standard Return and Refund Policy below. Please review the specific refund terms provided during the checkout

process or within the product or service description before completing your purchase.

Standard Return and Refund Policy for Physical Products

Unless stated otherwise at the time of purchase, if a product arrives damaged or you received the wrong product, you may return unused products up to sixty (60) days from the date that you placed your order for a refund, less shipping and handling costs, according to the following terms. You may also return your product for store credit or a different product, at your request.

To obtain a refund under our Standard Return and Refund Policy, you must return the product whether used, unused, or empty, your return must be approved, and the return must be received within 60 days of the date your order was placed.

The following terms apply for all returned items:

- To initiate a refund, please contact Customer Support by email (helpdesk@digistore24.com), by telephone at + 1-800-356-7947, or by logging into your customer account. You may also initiate a return by replying to your order confirmation email. You will be given instructions to return the order for a refund. You are responsible for return shipping. Please send all items back to us using the label provided.
- We cannot process or refund packages marked “Return to Sender.”
- Refunds will be issued to the same credit card or method of payment that was charged when ordering the product.
- Send returns to the address provided.
- Include your full name and Order ID # with all returns.
- Discounted items are final and cannot be returned.

We are not responsible for lost or stolen items. We recommend sending all returned items using some type of delivery confirmation system to ensure proper delivery.

After the shipping department receives your return, please allow up to two weeks (or up to thirty days or more for international returns) for us to process your request and post it to your account. It may take an additional 10-14 business days for your refund to appear in your account. Timeframes may vary depending on your financial institution.

15. SOCIAL MEDIA

This section applies to everyone who interacts with our social media presence, including comment sections, feeds, and other elements of social media presence viewable on Facebook, Instagram, YouTube, Pinterest, Twitter, Google+, LinkedIn, or any of the many other available external third-party social media platforms we may use (“Social Media Presence”).

The sites and platforms that host our Social Media Presence are not controlled by us and therefore have their own privacy policies and terms of use. The comments and opinions expressed by users on social media are theirs alone and do not reflect the opinions of Digistore24, and we have no obligation to monitor or remove user comments. If you see an offensive or inappropriate post or comment on our Social Media Presence, you should report it to the operator of the applicable site or platform using the procedures they have established for that purpose.

16. DISCLAIMER OF WARRANTIES

EXCEPT WHERE PROHIBITED BY LAW, THIS WEBSITE AND ALL PRODUCTS AND SERVICES ARE PROVIDED ON AN “AS IS”, “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE MAKE NO, AND EXPRESSLY DISCLAIM ANY AND ALL, REPRESENTATIONS AND WARRANTIES AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY AND/OR COMPLETENESS OF ANY INFORMATION ON THIS WEBSITE. WE DO NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIM THAT: (A) OUR PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH THE WEBSITE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (B) THE WEBSITE OR THE SERVER(S) THAT MAKE THE WEBSITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF THIRD-PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

17. DISCLAIMER OF LIABILITIES

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL DIGISTORE24 OR ANY OF ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, INDEPENDENT CONTRACTORS, AND/OR AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE, OR ANY OTHER DAMAGES, FEES, COSTS OR CLAIMS ARISING FROM OR RELATED TO THIS AGREEMENT, THE PRIVACY POLICY, THE PRODUCTS OR SERVICES, OR YOUR OR A THIRD-PARTY’S

USE OR ATTEMPTED USE OF THE WEBSITE OR ANY PRODUCT OR SERVICE, REGARDLESS OF WHETHER DIGISTORE24 HAS HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, FEES, COSTS, OR CLAIMS. THIS INCLUDES, WITHOUT LIMITATION, ANY LOSS OF USE, LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, COST OF PROCUREMENT OF SUBSTITUTE SERVICES OR PRODUCTS, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES. THIS APPLIES REGARDLESS OF THE MANNER IN WHICH DAMAGES ARE ALLEGEDLY CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), WARRANTY, OR OTHERWISE. IF, NOTWITHSTANDING THE LIMITATIONS OF LIABILITY SET FORTH ABOVE, DIGISTORE24 IS FOUND LIABLE UNDER ANY THEORY, DIGISTORE24'S LIABILITY AND YOUR EXCLUSIVE REMEDY WILL BE LIMITED TO USD $500.00. THIS LIMITATION OF LIABILITY SHALL APPLY FOR ALL CLAIMS, REGARDLESS OF WHETHER DIGISTORE24 WAS AWARE OF OR ADVISED IN ADVANCE OF THE POSSIBILITY OF DAMAGES OR SUCH CLAIMS. SOME STATES DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

18. DISPUTE RESOLUTION BY MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

PLEASE READ THIS PROVISION CAREFULLY; IT REQUIRES YOU TO ARBITRATE ANY DISPUTE OR CLAIM BETWEEN YOU AND DIGISTORE24 ON AN INDIVIDUAL BASIS.

YOU AGREE THAT ANY DISPUTE OR CLAIM ARISING FROM OR RELATING TO THIS ARBITRATION PROVISION, DIGISTORE24'S PRIVACY POLICY OR TERMS OF SALE, DIGISTORE24'S ADVERTISING OR MARKETING PRACTICES, OR DIGISTORE24'S PRODUCTS OR SERVICES SHALL BE SUBMITTED TO BINDING, FINAL, AND CONFIDENTIAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER ITS CONSUMER ARBITRATION RULES. THIS ARBITRATION PROVISION SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"), 9 U.S.C. §§ 1-16, AND THE ARBITRATOR SHALL BE BOUND BY THE TERMS OF THIS ARBITRATION PROVISION. THE ARBITRATOR SHALL HAVE THE EXCLUSIVE AND SOLE AUTHORITY FOR DETERMINING WHETHER A DISPUTE OR CLAIM IS ARBITRABLE. THE ARBITRATOR SHALL FOLLOW APPLICABLE SUBSTANTIVE LAW OF THE STATE OF DELAWARE TO THE EXTENT CONSISTENT WITH THE FAA, AND SHALL BE AUTHORIZED TO AWARD ALL REMEDIES AVAILABLE IN AN INDIVIDUAL LAWSUIT UNDER SUBSTANTIVE LAW, INCLUDING, WITHOUT LIMITATION, COMPENSATORY, STATUTORY AND PUNITIVE DAMAGES, DECLARATIVE, INJUNCTIVE AND OTHER EQUITABLE RELIEF, INCLUDING PUBLIC INJUNCTIVE RELIEF, AND ATTORNEYS' FEES AND COSTS WHERE AVAILABLE UNDER APPLICABLE SUBSTANTIVE LAW. THE ARBITRATOR MAY ONLY RESOLVE DISPUTES OR CLAIMS

BETWEEN YOU AND DIGISTORE24 AND MAY NOT CONSOLIDATE CLAIMS OR PROCEEDINGS WITHOUT DIGISTORE24'S CONSENT. THE ARBITRATOR MAY NOT HEAR CLASS OR REPRESENTATIVE CLAIMS OR REQUESTS FOR RELIEF ON BEHALF OF OTHER INDIVIDUALS. IF A COURT OR ARBITRATOR DECIDES THAT ANY PART OF THIS AGREEMENT TO ARBITRATE CANNOT BE ENFORCED AS TO A PARTICULAR CLAIM FOR RELIEF OR REMEDY, THEN THAT CLAIM OR REMEDY (AND ONLY THAT CLAIM OR REMEDY) MUST BE BROUGHT IN COURT AND ANY OTHER CLAIMS MUST BE ARBITRATED.

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, YOU AGREE THAT DIGISTORE24 HAS THE RIGHT TO BRING A CLAIM AGAINST YOU IN THE STATE OR FEDERAL COURTS OF DELAWARE FOR INJUNCTIVE RELIEF, EQUITABLE RELIEF, OR OTHERWISE ARISING FROM ANY POTENTIAL OR ACTUAL MISAPPROPRIATION OR INFRINGEMENT OF DIGISTORE24'S INTELLECTUAL PROPERTY RIGHTS AND YOU AGREE THAT VENUE IS PROPER AND THAT YOU ARE SUBJECT TO PERSONAL JURISDICTION IN SUCH FORUM.

UNLESS YOU TIMELY OPT-OUT, YOU WILL NOT HAVE THE RIGHT TO: (A) HAVE A COURT OR JURY DECIDE YOUR DISPUTE OR CLAIM; (B) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT YOU WOULD HAVE IN COURT; (C) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR CLASS OPPONENT; (D) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (E) JOIN OR CONSOLIDATE YOUR DISPUTE OR CLAIM WITH THE DISPUTE OR CLAIM OF ANY OTHER PERSON. OTHER RIGHTS THAT YOU WOULD HAVE HAD IF YOU WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

YOU MAY OPT OUT OF ARBITRATION WITHIN 30 DAYS OF THE DATE THAT YOU PURCHASED A PRODUCT OR SERVICE THROUGH DIGISTORE24'S WEBSITE BY SENDING A LETTER TO: DIGISTORE24 INC. ATTN. LEGAL DEPARTMENT, 360 CENTRAL AVENUE, SUITE 800, ST. PETERSBURG, FL 33701 UNITED STATES, STATING YOUR NAME, THE PRODUCT YOU PURCHASED, AND YOUR INTENT TO OPT OUT OF ARBITRATION.

19. INDEMNIFICATION

To the fullest extent permitted by law, you agree to indemnify, defend, and hold harmless Digistore24, its parent, subsidiaries, predecessors, successors and affiliates, and their respective partners, officers, directors, agents, representatives, contractors, licensors, service providers, subcontractors, suppliers, interns, and employees, from and against any and all claims, actions, losses, liabilities, damages, expenses, demands and costs of any kind, including, but not limited to, reasonable attorneys' fees, arising out of, resulting from, or in any

way connected with or related to (1) your breach of these Terms, the documents they incorporate by reference, or the Agreement; (2) your breach of any representations or warranties in this Agreement; or (3) your violation of any law or the rights of a third-party.

20. THIRD-PARTY WEBSITES AND LINKS

Our Website may include materials from third-parties or links to third-party websites. We are not liable for any third-party materials or websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the applicable third-party.

21. TESTIMONIALS, REVIEWS, AND OTHER SUBMISSIONS

Anything that you submit or post to the Website and/or provide us, including without limitation, photographs, testimonials, ideas, know-how, techniques, questions, reviews, comments, testimonials, and suggestions (collectively, "Submissions") is and will be treated as non-confidential and nonproprietary, and we shall have the right to use, copy, distribute, display, publish, perform, sell, lease, transmit, adapt, and create derivative works from such Submissions by any means and in any form, and to translate, modify, reverse-engineer, disassemble, or decompile such Submissions. You represent and warrant that you are the owner or have sufficient rights to share the Submissions with us. Submissions represent the unique experience of the submitting customers, and do not necessarily reflect the experience that you may have using our products. As noted in Section 5 above, your results will vary depending upon a variety of factors unique to you and Digistore24 makes no guarantee of any particular outcome when using our products and services. The testimonials and reviews portrayed on this Website may be exceptional results from our most successful users. These testimonials do not represent the generally expected user experience, nor do they guarantee future success.

Digistore24 reserves the right to correct grammatical and typing errors, to shorten testimonials prior to publication or use, and to review all testimonials prior to publication or use. Digistore24 shall be under no obligation to use any, or any part of, any testimonial or product review submitted.

22. DIGITAL MILLENNIUM COPYRIGHT ACT NOTICE; INTELLECTUAL PROPERTY RIGHTS

a. **DMCA Notice**

This Website maintains specific contact information provided below, including an email address, for notifications of claimed infringement regarding materials posted to this

Website. All notices should be addressed to the following contact person:

Notification of Claimed Infringement:

Digistore24 Inc.
Attn: DMCA/Copyright Agent
360 Central Avenue
Suite 800
St. Petersburg, FL 33701
United States
Email: helpdesk@digistore24.com
Tel: + 1-800-356-7947

You may contact our agent for notice of claimed infringement specified above with complaints regarding allegedly infringing posted material and we will investigate those complaints. If the posted material is believed in good faith by us to violate any applicable law, we will remove or disable access to any such material, and we will notify the posting party that the material has been blocked or removed.

In notifying us of alleged copyright infringement, the Digital Millennium Copyright Act requires that you include the following information: (i) description of the copyrighted work that is the subject of claimed infringement; (ii) description of the infringing material and information sufficient to permit us to locate the alleged material; (iii) contact information for you, including your address, telephone number and/or email address; (iv) a statement by you that you have a good faith belief that the material in the manner complained of is not authorized by the copyright owner, or its agent, or by the operation of any law; (v) a statement by you, signed under penalty of perjury, that the information in the notification is accurate and that you have the authority to enforce the copyrights that are claimed to be infringed; and (vi) a physical or electronic signature of the copyright owner or a person authorized to act on the copyright owner’s behalf. Failure to include all of the above-listed information may result in the delay of the processing of your complaint.

b. Intellectual Property Rights, License

The audio and video materials, images, photographs, articles, opinions, and other text, graphics, illustrations, logos, depictions, layouts, compilations, designs, interfaces, digital downloads, software, data compilations and other content associated with the Website (the “Content”) are owned or licensed by other authorized third parties and are protected by intellectual property, copyright, trademark, trade dress and other laws in the U.S. and in other countries. You must comply with all such laws and applicable

copyright, trademark or other legal notices or restrictions. You shall not remove or alter any copyright, trademark, or other legal notices marked on the Content. As between you and Digistore24, we will retain all right, title, and interest in and to the Website and the Content. No transfer of ownership to any portion of the Content shall be made as a result of any access you are granted. Except as expressly set forth in these Terms of Sale or expressly granted to you in writing by Digistore24, no rights are granted to you. You agree to abide by any and all additional copyright notices, information or restrictions contained in any part of the Website. The compilation of the Content on the Website is the exclusive property of Digistore24.

You are only permitted to access and view the Content for personal, non-commercial purposes in accordance with these Terms of Sale, and may not build a business or other enterprise utilizing any of the Content, whether for profit or not. Except as provided in these Terms of Sale or otherwise expressly authorized by us in writing, you may not (either directly or through the use of any software, device, internet site, web-based service or other means) download, stream capture, store in a database, archive or otherwise copy any part of the Website or Content; upload, sell, rent, lease, lend, broadcast, transmit or otherwise disseminate, distribute, display or perform any part of the Website or Content; license or sublicense any part of the Website or Content; or in any way exploit any part of the Website or Content. In addition, except as provided in this Terms of Sale or otherwise expressly authorized by us in writing, you are strictly prohibited from modifying Content; creating, distributing or advertising an index of any significant portion of the Content; or otherwise creating derivative works or materials that otherwise are derived from or based in any way on the Content, including mash-ups and similar videos, montages, translations, desktop themes, fonts, icons, wallpaper, greeting cards, and merchandise. This prohibition from creating derivative works is applicable even if you intend to give away the derivative material free of charge.

c. Copyright

The copyright in all materials provided on the Website is owned by Digistore24 or its affiliate(s). Except as stated herein, none of the material contained in the Website may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or otherwise, without the prior written consent of Digistore24. Permission is hereby granted to view, copy, print and download the materials on the Website for personal, noncommercial use only, provided such materials are used solely for informational purposes, and all copies, or portions thereof, include this copyright notice. Digistore24 may revoke any of the foregoing rights at any time. You may not, without Digistore24’s prior written consent, "mirror" any material contained on the Website on any other server. Upon termination of any rights extended

hereunder, you must immediately destroy any downloaded and printed materials obtained from any Website. Any unauthorized use of any material contained on the Website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

d. Trademarks

The trademarks, service marks and logos ("Trademarks") used and displayed on the Website are registered or unregistered Trademarks of Digistore24. Nothing on the Website shall be construed as granting, by implication, estoppel or otherwise any license or right to use any Trademark displayed on the Website without the prior written consent of the Trademark owner. The name of Digistore24 or any Trademark may not be used in any way including in any advertising or publicity pertaining to distribution of materials on the Website without the prior written consent of Digistore24. Digistore24 prohibits the use of any Digistore24 logo and Trademark as a "hot" link to any web site unless establishment of such link is approved in advance by Digistore24 in writing.

23. ELECTRONIC COMMUNICATIONS

You agree that we may communicate electronically with you and that such communications, as well as notices, disclosures, agreements, and other communications that we provide to you electronically, are equivalent to communications in writing and shall have the same force and effect as if they were in writing and signed by the party sending the communication.

By using certain products and services, you expressly consent to receive electronically all communications, agreements, documents, notices and disclosures (“Notices") that we provide in connection with your account and your use of such products and services. Notices may, without limitation, take the form of electronic mail, in-app messages, and in-Website communications. Additionally, Notices may take the form of electronic mail containing promotional, marketing, and advertising information and recommendations that we believe may be of interest to you. If you do not wish to receive such promotional emails, you may unsubscribe at any time by following the instructions within, and we will honor any requests to unsubscribe within 30 days.

We may, at our discretion, use SMS services to deliver Notices to you and other end users of certain products and services. The information received is requested by the end user or is based on an existing business relationship or transaction with us. The information sent does not contain advertising or a solicitation. Message frequency varies. Message and data rates may apply. Users can text HELP to the sending number for help and reply STOP to cancel receiving text messages. Carriers are not liable for delayed or undelivered messages.

24. ASSIGNMENT

You may not assign any of your rights under these Terms, and any such attempt will be null and void. Digistore24 and its affiliates may, in their individual discretion, transfer, without further consent or notification, all contractual rights and obligations pursuant to these Terms if some or all of Digistore24's business is transferred to another entity by way of merger, sale of its assets or otherwise.

25. NO WAIVER

No waiver by Digistore24 of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by Digistore24 to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.

26. SEVERABILITY

In the event that any provision of these Terms is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms. Such determination shall not affect the validity and enforceability of any other remaining provisions.

27. TERMINATION

In the event that we terminate this Agreement, Sections 7-28, as well as any representations, warranties, and other obligations made or taken by you, shall survive the termination of this Agreement.

28. ENTIRE AGREEMENT

These Terms, the Agreement, and any policies or operating rules posted by us on the Website or in respect to the Website constitute the entire agreement and understanding between you and Digistore24, and supersedes and replaces any prior or contemporaneous agreements. Any ambiguities in the interpretation of these Terms or the Agreement shall not be construed against the drafting party.

29. QUESTIONS OR ADDITIONAL INFORMATION

If you purchased a product or service through the Website, please contact Customer Support by phone or email, or visit our Customer Support Portal for more information about your inquiry.

Digistore24 Inc.
Attn: DMCA/Copyright Agent
360 Central Avenue
Suite 800
St. Petersburg, FL 33701
United States Email: helpdesk@digistore24.com
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