

Last Updated: April 21, 2025

IMPORTANT —These Standard Business Terms for Digistore24 Buyers (hereinafter referred to as the “Standard Business Terms”) are a legal agreement between each individual person or entity (referenced herein as a “you” or “buyer”) and Digistore24 LTD (hereinafter referred to as “we” or “Digistore24” or with “us”) that applies each time a buyer uses the www.digistore24.com site and its available functionality (referenced herein as the “Online Platform”) or purchases a good or service from the Online Platform. Each buyer should therefore read carefully the following terms and conditions contained in these Standard Business Terms as they govern use of the Online Platform and available purchases therefrom.

BY ACCESSING, USING, OR PURCHASING ANY PRODUCTS OR SERVICES ON OR THROUGH THE ONLINE PLATFORM, YOU AGREE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE BOUND BY THESE STANDARD BUSINESS TERMS, WHICH CONTAIN AN ARBITRATION AGREEMENT, A WAIVER OF CLASS-ACTION RIGHTS, AND LIABILITY LIMITATIONS. IF YOU DO NOT AGREE TO BE SO BOUND, YOU MAY NOT ACCESS OR USE THE ONLINE PLATFORM OR PURCHASE ANY GOODS OR SERVICES PROVIDED ON IT.

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1. General Terms

By accessing or using the Online Platform, buyer represents and warrants that buyer is at least eighteen (18) years of age (or the legal age of majority, whichever is greater) and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on or through the Online Platform. In addition, buyer agrees to abide by all applicable local, state, national, and international laws and regulations with respect to buyer's use of the Online Platform or the utilization of any available product or service. Buyer also acknowledges and agrees that use of the Online Platform is solely at buyer's own risk.

2. Proprietary Rights

The Online Platform is owned by Digistore24 LTD Copyright 2018-2021 © Digistore24 LTD and/or its licensors. All rights reserved. Digistore24, the Digistore24 logo, and all other names, logos, and icons identifying Digistore24 and its software, solutions, products, and services are proprietary trademarks of Digistore24, and any use of such marks without the express written permission of Digistore24 is strictly prohibited. Other services, products, or company names mentioned herein may be the trademarks and/or service marks of their respective owners.

3. License Grant

The Online Platform is made available by Digistore24, and these Standard Business Terms provide to buyer a personal, revocable, limited, non-exclusive, non-transferable, and non-sublicensable license to use the Online Platform in order to review information and purchase available products or services. Digistore24 reserves all rights not expressly granted by these Standard Business Terms. Accordingly, buyer may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove, or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein the Online Platform. Buyer may print and download materials and information from the Online Platform solely for buyer's personal use, provided that all hard copies contain all copyright and other applicable notices contained in such materials and information and that buyer does not further distribute or disclose such materials and

information.

4. Current Platform Offering(s)

Buyer has the ability to purchase a variety of products or services via the Online Platform. These may include new or pre-owned products. In addition, Digistore24 offers the opportunity to purchase subscriptions that may also offer products or the rendering of services. We may sell products and services both under our own brand and with and from dealers and service providers (hereinafter referred to as “contractual partners”) who, once a buyer makes a purchase via Digistore24, provide directly the relevant goods or services to buyer. Accordingly, the products or services concerned are sometimes provided by our contractual partners (whose logo appears during the ordering process). Buyer’s relationship is solely between buyer and the contractual partner. The availability of a contractual partner’s products or services through the Online Platform does not indicate an endorsement of the contractual partner’s products or services. Statements, opinions, or claims made by contractual partners on the Online Platform do not necessarily reflect the views of Digistore24. They are solely made available for buyer’s informational purposes. Digistore24 does not warrant that product descriptions or other content of any contractual partner is accurate, complete, reliable, current, or error-free.

5. Additional Terms

Additional notices, terms, and conditions, including, without limitation, [Digistore24’s Privacy Policy](#), may apply to receipt of (or access to) certain services and/or for usage (or specific portions or features) of the Online Platform.

Please note that third-party dealers and service providers may include supplemental product(s) or service-specific terms governing use, pricing, or subscription and which shall apply in addition to these Standard Business Terms. Buyer will receive notification on a timely basis and in an appropriate manner if such product-specific (additional) terms are intended to apply, and an appropriate opportunity to acknowledge them either as a part of agreeing to these Standard Business Terms or separately (and in addition to) to these Standard Business Terms.

6. Links to other Sites

The Online Platform may connect to certain third-party websites, advertisements, or online networks (collectively, “Third-Party Sites”). All Third-Party Sites are owned, controlled, and/or maintained solely by third parties over whom Digistore24 exercises no control. These links do not imply an endorsement with respect to any Third-Party Site(s) or the information, products, or services provided by any Third-Party Site(s). Digistore24 encourages review of the applicable terms, conditions, or notices governing use of these Third-Party Sites. Buyer’s

correspondence or any other dealings (including any transactions) with third parties found through any Third-Party Site(s) is solely between buyer and such third party.

7. Buyer Account

Buyer may be required to register to use the Online Platform and establish an account for access to the Online Platform generally. As designated, each registration is either for a single individual person or entity (and such entity's employees), unless otherwise expressly agreed upon by Digistore24. Registration for access to and use of the Online Platform may also require certain access credentials, such as a username or password, or adherence to other particular access requirements as designated by Digistore24 in its sole discretion from time to time.

Buyer hereby agrees to consider the information associated with buyer's account and its respective access credentials as confidential information. Buyer shall use no less than reasonable effort to maintain the confidentiality of such information, and agrees not to disclose such information to any third party without the prior express written consent of Digistore24, which may be withheld in its sole discretion. In addition, buyer agrees to assume all responsibility concerning buyer's use of the Online Platform, including being held responsible for any and all activity occurring through buyer's username and password (and the related account access). Entities acknowledge and agree that any use occurring through the username and password (and related account access) shall be the responsibility of such entity. In particular, such entity is responsible for the actions or omissions of any individual utilizing the entity account and agrees to cooperate with Digistore24 with respect to ensuring adherence to these Standard Business Terms. All buyers shall immediately notify Digistore24 if buyer suspects or becomes aware of any loss or theft of buyer's password or any unauthorized use of buyer's username and/or password.

8. Feedback

Digistore24 further welcomes buyer's feedback and suggestions about the Online Platform, or with respect on how to improve the Online Platform. By transmitting any suggestions, information, material, or other content (collectively, "Feedback") to Digistore24, buyer represents and warrants that such Feedback does not infringe or violate the intellectual property or proprietary rights of any third party (including, without limitation, patents, copyrights, or trademark rights) and that buyer has all rights necessary to convey to Digistore24 and enable Digistore24 to use such Feedback. In addition, any Feedback received by Digistore24 will be deemed to include a non-exclusive license from buyer for Digistore24 to use or act on such Feedback without additional approval or consideration, in any form, media, or technology now known or later developed, for the full term of any rights that may exist therein, and buyer hereby waives any claim to the contrary.

9. Purchase Process

Placing a product, service, or subscription opportunity in the online shop does not represent a binding offer on the part of Digistore24 to conclude a purchase agreement with buyer. In order to complete a purchase, buyer must place the desired merchandise into the cart and then enter the order data into the order form. After selecting the shipping option and the desired payment form, and formally accepting these Standard Business Terms, buyer then submits a binding offer by clicking the “Buy now” button. Following the order process, buyer will receive an order confirmation from Digistore24 by email.

Digistore24 saves the contract text for the order and buyer may print it out before sending the order to us by clicking on “Print” during the final step of the order process. We also send buyer an order confirmation and an order acceptance containing all information concerning the order to the email address indicated by buyer.

Acceptance on the part of Digistore24 is indicated either at the time of offer submission or by means of an explicit declaration of acceptance sent by email to buyer by the end of the third business day following the day of the order at the latest or by sending the contractual goods.

Digistore24 is entitled to reject contract offers without need to state the reason(s).

Offers by Digistore24 are non-binding and subject to change.

10. Software

In the event that a product offers use of software, such software is provided subject to the respective license terms and conditions, which (as noted above) are in addition to these Standard Business Terms.

Regardless, such software may not be used except as expressly permitted by the respective license terms and conditions and in general, may not otherwise be duplicated, adapted, translated, made available, distributed, modified, disassembled, decompiled, re-translated, or combined with other software.

11. Prices

All prices posted on this Site are subject to change without notice. The prices in effect at the time an order is placed are those that are applicable to such order. All prices are indicated in GBP (or other local currency) and are understood to include VAT and applicable sales tax depending on location.

The prices do not include shipping or delivery costs; such costs will be stated separately during the ordering process. Applicable fee(s) or price(s), including the purchase price and shipping charges, is immediately due for payment.

Amounts due for payment by buyer will be identified on the order form.

We are not responsible for pricing, typographical, or other errors in any offer by Digistore24, and we reserve the right to cancel any orders arising from such errors.

12. Payment terms

Digistore24 offers buyers different payment method options. Currently, these are: PayPal, payment by MasterCard, Visa, Discover, and American Express credit cards, electronic direct debit, instant bank transfer, or bank transfer. Buyer represents and warrants that: (i) the payment information buyer supplies to Digistore24 is true, correct, and complete, (ii) buyer is duly authorized to use such payment information for the purchase, (iii) charges incurred by buyer will be honored by buyer's payment company, and (iv) buyer will pay charges incurred by buyer at the posted prices, including all applicable taxes and shipping costs, if any.

Subject to the terms and conditions set forth herein, applicable refunds will be provided using the same payment method selected in connection with the original transaction. In the event of the grant of a SEPA direct debit mandate, the concurrent reversal of payment by buyer is thus not necessary. We are entitled to demand disclosure of the account holder's personal information from the institution maintaining buyer's account for purposes of enforcing our claims under applicable law should buyer, following the expiry of a reasonable period granted by us, not repay the amount wrongfully obtained following a reversal of payment and concurrent refund by us. Furthermore, we reserve the right to file a criminal complaint in such cases.

13. Subscriptions

If buyer purchases a product on a subscription basis ("Subscription Product"), or a product or service that includes partial payments, using the Digistore24 order form, the transaction is deemed to include the grant of a direct debit mandate to us by buyer. The amount of payments to be made is based on the product purchased or service ordered. In such cases, the direct debit mandate applies to the relevant payment method.

We will automatically bill the payment method buyer provides. The first day of buyer's billing cycle is tied to the date buyer purchases the Subscription Product. Cancellations and refunds are governed by our refund policy above. Buyer can cancel a recurring payment authorization by contacting Digistore24 via email (helpdesk@digistore24.co.uk) or phone. To avoid

unwanted charges for a recurring payment, buyer must cancel at least five (5) days prior to the next scheduled payment.

The charge for each Subscription Product shipment will be automatically billed to the payment method you provide at the time of purchase, or as otherwise directed by you. You authorize us to charge the payment method for your Subscription Product on an automatically recurring basis unless and until you cancel.

14. Refund

Buyers will have the following refund rights:

Refund Policy for the Supply of Goods:

Each buyer will have the right to return tangible goods purchased through the Online Platform for a refund, subject to the terms and conditions below.

In order to exercise this right, a buyer must, within sixty (60) days (unless otherwise indicated) from the date the buyer places the corresponding order through the Online Platform, inform Digistore24 (Digistore24 LTD, 2 John Street, 3rd Floor, WC1N 2ES London, United Kingdom, email: helpdesk@digistore24.co.uk) of buyer's decision to return the purchase by means of a clear declaration (e.g., in a letter sent by mail, fax, or email).

Subject to the terms, conditions, and restrictions set forth herein, we will refund payments received for the goods, no later than fourteen (14) days from (in our discretion) the date we receive the returned goods or the date we receive proof that the buyer has returned the goods. For this refund, we will use the same means of payment which buyer used for the original transaction unless otherwise expressly agreed with buyer.

Buyer is responsible for the cost of any deterioration of the goods, (i.e., deterioration caused by handling or that otherwise impacts the quality, features, or functioning of the goods). We reserve the right to deduct payments from the refund amount accordingly.

There is no right of refund: (i) in the case of distance contracts for the supply of goods that are not prefabricated and for which individual selection or specification by the consumer is decisive for their production, or that are clearly tailored to the personal needs of the consumer, (ii) for the supply of magazines, newspapers, or journals with the exception of subscription contracts, (iii) for distance contracts for the supply of sealed goods which are not suitable for return due to health protection or hygiene reasons and were unsealed after delivery, (iv) for distance contracts for the supply of goods which, according to their nature, were inseparably mixed with other goods after delivery, or (v) for distance contracts for the supply of audio or video recordings or computer software in sealed packaging which were unsealed after delivery.

Refund for the Supply of Digital Content:

We may provide a refund for digital content at our discretion. To request a refund, buyer must, within sixty (60) days (unless otherwise indicated) of purchase, submit a refund request to Digistore24 (Digistore24 LTD, LTD, 2 John Street, 3rd Floor, WC1N 2ES London, United Kingdom, email: helpdesk@digistore24.co.uk) expressly stating the reason for the refund request.

In the event the digital content has been corrupted or does not perform as prescribed, we may offer buyer the opportunity to re-download the digital content. If a refund is issued, buyer is no longer allowed to access or otherwise use the digital content and must delete the digital content from buyer's device. Digistore24 reserves the right to remove buyer's access to digital content once a refund has been issued.

Refund for Rendering Services:

We may provide a refund for services at our discretion. To request a refund, a buyer must, within sixty (60) days (unless otherwise indicated) of purchase, submit a refund request to Digistore24 (Digistore24 LTD, 2 John Street, 3rd Floor, WC1N 2ES London, United Kingdom, email: helpdesk@digistore24.co.uk) expressly stating the reason for the request (e.g., buyer was not satisfied with the services provided). In the event a refund is issued, any ongoing services subject to such refund shall immediately cease.

15. Delivery and Delivery Time

For any purchase of goods, shipments will generally be made within ten (10) days of receipt of funds in Digistore24's account. Delivery timeframes may vary based on location and are not in Digistore24's control.

Partial deliveries are permitted and may be invoiced separately to an extent that is reasonably acceptable to buyer.

16. Passage of Risk

Risk of loss passes to buyer as soon as the shipment is transferred to the carrier or has left the warehouse or that of a subcontractor. If shipment is delayed at the request of buyer, risk passes to buyer upon notice of readiness for shipment.

17. Retention of Title

Title to the goods transfers upon payment in full. Prior to the transfer of ownership, the

following are prohibited without the consent of Digistore24: pledge, transfer of a security interest, processing, or modification.

18. Copyright; Designated Agent for Notification of Claims of Infringement

Digistore24 respects the intellectual property of others. Accordingly, it is Digistore24's policy to respond to a notice of alleged infringement that complies with U.S. Copyright Law, and in particular, the Digital Millennium Copyright Act. Responses may include removing or disabling access to content or material claimed to be the subject of infringing activity and/or terminating the infringer's right to access and use the Online Platform. It is Digistore24's policy to document all notices of alleged infringement upon which Digistore24 decides to take action. As with all legal notices, a copy of the notice may be sent to one or more third parties who may make such notice available to the public. If you believe that one or more of your works have been copied on the Online Platform in a way that constitutes copyright infringement, please provide a written notice of your claim of copyright infringement that is directed to Digistore24's designated agent as specified below along with the following information:

- A signature of a person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;
- A description, in reasonable detail (including any applicable URL address), of the copyrighted work that you claim has been infringed;
- A description, in reasonable detail, of where the material that you claim is infringing is located on the Online Platform;
- Your address, telephone number, and email address;
- A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your written notice is accurate and that you are the copyright owner or are authorized to act on the copyright owner's behalf.

Designated Agent: Digistore24 LTD, 2 John Street, 3rd Floor, WC1N 2ES London, United Kingdom, Phone . Email: helpdesk@digistore24.co.uk.

Counter Notification: Counter notification, as permitted by applicable law and, in particular, the Digital Millennium Copyright Act, may be sent to the Digistore24's Designated Agent. All counter notifications must include:

- Your physical or electronic signature.
- An identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or

access disabled.

- Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).
- A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.
- A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the website may be found) and that you will accept service from the person (or an agent of that person) who provided the website with the complaint at issue.

Repeat Infringers: It is Digistore24's policy in appropriate circumstances to disable and/or terminate the accounts of individuals who are repeat infringers.

19. Warranty

Unless otherwise noted or as limited by applicable law, all goods and services are provided AS-IS and AS-AVAILABLE. Any available warranty for a product or service shall be provided with the purchase of the goods or service. In making a warranty claim, and as applicable, buyer is required to provide notice of all visible defects upon receipt of the goods or within five (5) business days at the latest. Latent defects that could also not have been located in the course of an immediate inspection may only be claimed toward Digistore24 if we receive notice of the defect within six (6) months of the goods leaving the supplier. In the case of legitimate complaints, Digistore24 is obliged, at its discretion, to effect a cure or make a replacement delivery. The warranty rights lapse if buyer does not provide us the opportunity to inspect or buyer does not immediately make the allegedly defective goods or a sample thereof available upon request. Objections related to partial deliveries do not entitle buyer to reject the remainder of the delivery. There may also be no warranty rights in the case of pre-owned products.

20. Disclaimer of Warranties

The Online Platform is provided AS-IS and AS-AVAILABLE and may include errors, omissions and other inaccuracies. Access to the Online Platform may be interrupted or limited on an occasional basis in order to perform repairs, maintenance, or to install new equipment. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE ONLINE PLATFORM WILL OPERATE UNINTERRUPTED OR IN A MANNER THAT WILL MEET BUYER'S PARTICULAR REQUIREMENTS AND/OR NEEDS. FURTHER, TO THE EXTENT PRODUCTS AND GOODS PURCHASED THROUGH THE ONLINE PLATFORM ARE PROVIDED BY THIRD-PARTY SELLERS OR ARE OTHERWISE MANUFACTURED OR

SOLD BY THIRD PARTIES, Digistore24 DISCLAIMS ALL LIABILITY WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS AND GOODS. TO THE FULLEST EXTENT PROVIDED BY LAW, Digistore24 EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, NOT EXPRESSLY SET FORTH HEREIN. WE ALSO DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OF THE INFORMATION AND/OR THE QUALITY OF THE INFORMATION, PRODUCTS, OR SERVICES PROVIDED BY, OR AVAILABLE THROUGH, THE ONLINE PLATFORM.

21. Limitation of Liability

BUYER EXPRESSLY ABSOLVES AND RELEASES US FROM ANY CLAIM OF HARM RESULTING FROM A CAUSE BEYOND Digistore24'S CONTROL. IN NO EVENT SHALL Digistore24 BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THIRD-PARTY PRODUCTS OR GOODS AND THE ONLINE PLATFORM OR WITH THE DELAY OR INABILITY TO USE THE ONLINE PLATFORM, EVEN IF Digistore24 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE TOTAL LIABILITY OF Digistore24 FOR BREACH OF THIS AGREEMENT IS CESSATION OF USE OF THE ONLINE PLATFORM. THE LIMITATIONS SET FORTH HEREIN ARE PART OF THE BASIS OF THE BARGAIN BETWEEN BUYER AND Digistore24 AND SHALL APPLY TO ALL CLAIMS OF LIABILITY.

22. Indemnification

Buyer is required to indemnify and hold Digistore24 harmless in relation to any breach of these Standard Business Terms by buyer.

23. Place of Performance; Jurisdiction; Applicable Law

These Standard Business Terms are governed and construed in accordance with the laws of the England. The courts of England have non-exclusive jurisdiction for all disputes (whether contractual or non-contractual) arising under, or in connection with the Standard Business Terms.

English law shall apply subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

24. Binding Arbitration

Buyer and Digistore24 agree that all disputes between buyer and Digistore24 (whether or not such dispute involves a third party) with regard to buyer's relationship with Digistore24, including, without limitation, disputes related to these Standard Business Terms, buyer's use of the Online Platform, purchases made on the Online Platform, communications between Digistore24 and buyer (including email, telephone and text messages), and/or rights of privacy and/or publicity, will be resolved by binding, individual arbitration under the American Arbitration Association's rules for arbitration of consumer-related disputes, and buyer and Digistore24 hereby expressly waive trial by jury. This dispute resolution provision will be governed by the Federal Arbitration Act, and any disputes concerning the validity, enforceability, or interpretation of these Terms or this arbitration provision shall be resolved by an arbitrator. Buyer may bring claims only on buyer's own behalf. Neither buyer nor Digistore24 will participate in a class action or class-wide arbitration for any claims covered by these Standard Business Terms. Buyer also agrees not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if Digistore24 is a party to the proceeding.

Notwithstanding the foregoing, the following shall not be subject to arbitration and may be adjudicated only in the courts of England: (i) any dispute, controversy, or claim relating to or contesting the validity of Digistore24's intellectual property rights and proprietary rights, including without limitation, patents, trademarks, service marks, copyrights, or trade secrets; (ii) an action by Digistore24 for temporary or preliminary injunctive relief, whether prohibitive or mandatory, or other provisional relief; (iii) any legal action by Digistore24 against a non-consumer; or (iv) interactions with governmental and regulatory authorities.

BUYER EXPRESSLY UNDERSTANDS AND AGREES THAT BUYER WOULD HAVE HAD A RIGHT TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION. HOWEVER, BUYER UNDERSTANDS AND CHOOSES TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY. If an arbitrator or court decides that any part of this arbitration agreement is invalid or unenforceable, the other parts of this arbitration agreement shall still apply; however, if an arbitrator or court decides that the class action waiver is invalid or unenforceable, then the entirety of this arbitration agreement shall be null and void.

25. Enforcing Security

Buyer may not use the Online Platform or any of Digistore24's data, systems, network, or services to engage in, foster, or promote illegal, abusive, or irresponsible behavior. Digistore24 reserves the right to view, monitor, and record activity on the Online Platform without notice or permission from buyer. Any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Online Platform as well as to

disclosures required by or under applicable law or related government agency actions. Digistore24 will also comply with all court orders or subpoenas involving requests for such information. In addition to the foregoing, Digistore24 reserves the right to, at any time and without notice, modify, update, suspend, terminate, or interrupt operation of or access to the Online Platform, or any portion of the Online Platform in order to protect the Online Platform or Digistore24.

26. Injunctive Relief

Buyer acknowledges that any breach, threatened or actual, of these Standard Business Terms, including, without limitation, violations or infringement of Digistore24's intellectual property or proprietary rights, may cause irreparable injury to Digistore24, whereby such injury would not be quantifiable in monetary damages, and Digistore24 would not have an adequate remedy at law. In the event of such injury or potential for such injury buyer therefore hereby agrees that Digistore24 shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of buyer's obligations under any provision of these Standard Business Terms.

27. Miscellaneous

Buyer and Digistore24 are independent contractors. Buyer is not entitled to assign rights under these Standard Business Terms to third parties absent our consent. Failure to insist on strict performance of any of these Standard Business Terms will not operate as a waiver of any subsequent default or failure of performance. No waiver by Digistore24 of any right under these Standard Business Terms will be deemed to be either a waiver of any other right or provision or a waiver of that same right or provision at any other time.

If any part of these Standard Business Terms is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers, venue, claim, and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of these Standard Business Terms shall continue in effect.

These Standard Business Terms (and any supplemental terms applied with the purchase of a product, service or subscription) represent the entire agreement between buyer and Digistore24 with respect to use of the Online Platform, and supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between buyer and Digistore24 with respect to the Online Platform. Digistore24 also provides the available goods and services exclusively on the basis of these Standard Business Terms.

28. Term and Termination

These Standard Business Terms will take (re-take) effect at the time buyer accepts, downloads, or begins using the Online Platform, whichever is earliest. These Standard Business Terms will terminate automatically if: (i) buyer fails to comply with any of the Standard Business Terms; or (ii) buyer ceases all use of the Online Platform. Termination in such event(s) will be effective without notice. In addition, Digistore24 may in its sole discretion terminate these Standard Business Terms or suspend the Online Platform's performance upon notice to buyer for any or no reason. Upon termination of these Standard Business Terms, any and all right(s) to use the Online Platform shall immediately cease and buyer must promptly delete or destroy all copies of the Online Platform in buyer's possession or control. The provisions concerning License Grant, the Feedback, Proprietary Rights, Disclaimer of Warranties, Limitation of Liability, Enforcing Security, Injunctive Relief, Place of Performance; Jurisdiction; Applicable Law, and Miscellaneous will survive the termination of these Standard Business Terms for any reason.

29. Privacy Policy

Buyer may access additional information regarding our privacy policy at any time under [Privacy Policy](#) .

30. Contact Information

If a buyer has any questions regarding these Standard Business Terms or if a buyer is interested in obtaining more information concerning Digistore24 or this Online Platform or any available products, please contact Digistore24 LTD, 2 John Street, 3rd Floor, WC1N 2ES London, United Kingdom, (phone), or mail to: helpdesk@digistore24.co.uk (email).