

Terms and Conditions

This document serves as a legal agreement between digitalXmedia LLC ("Agency") and account holders ("Users") who engage with <http://www.digitalxmedia.co> ("Website").

The website is comprised of various web pages operated by the Agency and is offered to Users conditioned on their acceptance without modification of the terms, conditions, and notices contained herein (the "Terms"). Users engagement with the Website constitutes their agreement to all such Terms. These Terms should be read carefully, entirely, and Users should keep a copy for their reference.

The Website is an e-commerce Site where Users can purchase marketing support based on hourly allocations segmented by calendar month.

Privacy

Users engaging with the Website are subject to the Agency's [Privacy Policy](#). Please review our [Privacy Policy](#), which also governs the Website and informs Users of the Agency's data collection practices.

Electronic Communications

All content shared via the Website or sending emails to the Agency constitutes electronic communications. Users consent to receive electronic communications and agree that all agreements, notices, disclosures and other communications the Agency provides electronically, via email and on the Website, satisfy any legal requirement that such communications be in writing.

The Agency does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use the Website only with permission of a parent or guardian.

Cancellation/Refund Policy

Cancellations can be made at any time. There are no subscription refunds in the current month running. All remaining current month and future month media spend will be refunded within 5-7 business days via the method of payment provided by the User. Additional information on cancellations and refunds can be found in the Agency [Master Services Agreement](#).

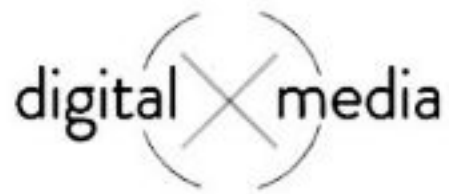
Links to third party sites/Third party services

The Website may contain links to other websites ("Linked Sites"). The Linked Sites are not under the control of the Agency and the Agency is not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site, or any changes or updates to a Linked Site. The Agency is providing these links to the User only as a convenience, and the inclusion of any link does not imply endorsement by The Agency of the Linked Sites or any association with its operators.

Certain services made available via the Website are delivered by third party sites and organizations. By using any product, service or functionality originating from the Website domain, the User hereby acknowledges and consents that the Agency may share such information and data with any third party with whom the Agency has a contractual relationship to provide the requested product, service or functionality on behalf of the Website users and customers.

No unlawful or prohibited use/Intellectual Property

Users are granted a non-exclusive, non-transferable, revocable license to access and use the Website strictly in accordance with these Terms of use. As a condition of their use of the Website, Users warrant to the Agency that they will not use the Website for any purpose that is unlawful or prohibited by these Terms. Users may not use the Website in any manner which could damage, disable, overburden, or impair the Website or interfere with any other party's use and enjoyment of the Website. Users may not obtain or



attempt to obtain any materials or information through any means not intentionally made available or provided for through the Website.

All content included as part of the Website, such as text, graphics, logos, images, as well as the compilation thereof, and any software used on the Website, is the property of the Agency or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. Users agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

Users will not modify, publish, transmit, reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the content, in whole or in part, found on the Website. The Agency content is not for resale. Use of the Website does not entitle Users to make any unauthorized use of any protected content, and in particular, Users will not delete or alter any proprietary rights or attribution notices in any content. Users will use protected content solely for their personal use and will make no other use of the content without the express written permission of the Agency and the copyright owner. Users agree that they do not acquire any ownership rights in any protected content. The Agency does not grant Users any licenses, express or implied, to the intellectual property of the Agency or our licensors except as expressly authorized by these Terms.

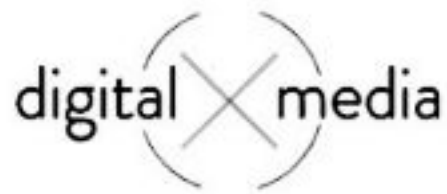
Use of communication services

The SiteWebsmay contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable Users to communicate with the public at large or with a group (collectively, "Communication Services"), Users agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, Users agree that when using a Communication Service, they will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless they own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that is known, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded, restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

The Agency has no obligation to monitor the Communication Services. However, the Agency reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. The Agency reserves the right to terminate User access to any or all of the Communication Services at any time without notice for any reason whatsoever.

The Agency reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in the Agency's sole discretion.



Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. The Agency does not control or endorse the content, messages or information found in any Communication Service and, therefore, the Agency specifically disclaims any liability with regard to the Communication Services and any actions resulting from User participation in any Communication Service. Managers and hosts are not authorized Agency spokespersons, and their views do not necessarily reflect those of the Agency.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. Users are responsible for adhering to such limitations if they upload the materials.

Materials provided to the Website or posted on any Agency web page

The Agency does not claim ownership of the materials provided to the Website (including feedback and suggestions) or post, upload, input or submit to any Agency website or our associated services (collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting a Submission, Users are granting the Agency, our affiliated companies and necessary sublicensees permission to use the aforementioned Submission in connection with the operation of their Internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat the Submission; and to publish the User name in connection with the Submission.

No compensation will be paid with respect to the use of the Submission, as provided herein. The Agency is under no obligation to post or use any Submission provided and may remove any Submission at any time at the Agency's sole discretion.

By posting, uploading, inputting, providing or submitting a Submission, the User warrants and represents that they own or otherwise control all of the rights to the Submission as described in this section including, without limitation, all the rights necessary for Users to provide, post, upload, input or submit the Submissions.

International Users

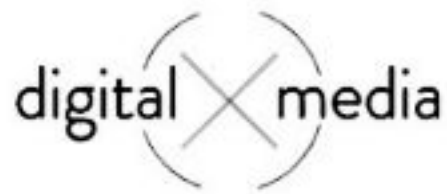
The Service is controlled, operated and administered by the Agency from our offices within the USA. If Users access the Service from a location outside the USA, they are responsible for compliance with all local laws. Users agree that they will not use the Agency Content accessed through the Website in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

Indemnification

Users agree to indemnify, defend and hold harmless the Agency, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of User engagement with the Website or inability to use the Website or services, any user postings made, User violation of any terms of this Agreement or User violation of any rights of a third party, or User violation of any applicable laws, rules or regulations. The Agency reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by a User, in which event the User will fully cooperate with the Agency in asserting any available defenses.

Arbitration

In the event the parties are not able to resolve any dispute between them arising out of or concerning these Terms and Conditions, or any provisions hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the parties, in a location mutually agreed upon by the parties. The arbitrators' award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arises out of or concerns these Terms and Conditions, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees. The parties agree to arbitrate all disputes and claims in regards to these Terms



and Conditions or any disputes arising as a result of these Terms and Conditions, whether directly or indirectly, including Tort claims that are a result of these Terms and Conditions. The parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision, shall be determined by the Arbitrator. This arbitration provision shall survive the termination of these Terms and Conditions.

Class Action Waiver

Any arbitration under these Terms and Conditions will take place on an individual basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE AND/ OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both the User and the Agency agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

Liability disclaimer

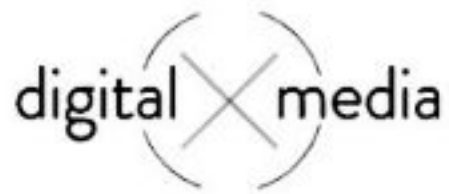
THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. THE Agency AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE Website AT ANY TIME.

THE Agency AND/OR ITS SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SITE FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH INFORMATION, SOFTWARE, PRODUCTS, SERVICES, AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. THE Agency AND/OR ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE Agency AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE Website, WITH THE DELAY OR INABILITY TO USE THE Website OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE Website, OR OTHERWISE ARISING OUT OF THE USE OF THE Website, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF THE Agency OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE Website, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE.

Termination/access restriction

The Agency reserves the right, in its sole discretion, to terminate User access to the Website and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by the laws of the State of Georgia and Users hereby consent to the exclusive jurisdiction and venue of courts in Georgia in all disputes arising out of or relating to the use of the Website. Use of the Website is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.



Users agree that no joint venture, partnership, employment, or agency relationship exists between the User and the Agency as a result of this agreement or use of the Website. The Agency's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of the Agency's right to comply with governmental, court and law enforcement requests or requirements relating to User engagement with the Website or information provided to or gathered by the Agency with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the User and the Agency with respect to the Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the User and the Agency with respect to the Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

Changes to Terms

The Agency reserves the right, in its sole discretion, to change the Terms under which the Website is offered. The most current version of the Terms will supersede all previous versions. The Agency encourages Users to periodically review the Terms to stay informed of our updates.

Contact Us

The Agency welcomes User questions or comments regarding the Terms: support@digitalxmedia.co

Effective as of June 22, 2019