

WEBSITE TERMS OF USE

Last Modified: April 20, 2020

Acceptance of the Terms of Use

These terms of use are entered into by and between You and Digital SPV LLC, a Delaware limited liability company (“**DigitalSPV**”, “we” or “us”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of www.DigitalSPV.com (the “**Website**”), including any content, functionality and services offered on or through such website and its URL extensions, whether as a guest or a registered user. Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our privacy policy found at <http://www.DigitalSPV.com/privacy> (the “Privacy Policy”), which is incorporated herein by reference.** If you do not agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

If you are entering into these Terms of Use on behalf of a company or other legal entity, you represent that you have the legal authority to bind such entity to these Terms of Use, in which case the terms “you” or “your” shall refer to such entity. If you do not have such authority or if you do not agree with these Terms of Use, you may not use the Website. If you use the Website or purchase any services on our Website and you do not have authority to bind the entity for which you used the Website or purchased the services, you will be personally responsible for the obligations in these Terms of Use and the order you placed, including without limitation, the payment obligations. We shall not be liable for any loss or damage resulting from your lack of authority in using the Website or purchasing any services on the Website. We reserve the right to request any user of the Website to provide additional information or to provide evidence of authority.

THE WEBSITE IS ONLY OFFERED AND AVAILABLE TO USERS WHO ARE 21 YEARS OF AGE OR OLDER AND FULLY ABLE AND COMPETENT TO ENTER INTO THE TERMS, CONDITIONS, OBLIGATIONS, AFFIRMATIONS, REPRESENTATIONS, AND WARRANTIES SET FORTH IN THESE TERMS OF USE AND THE PRIVACY POLICY, AND TO ABIDE BY AND COMPLY WITH THESE TERMS OF USE AND THE PRIVACY POLICY. IF YOU DO NOT MEET ALL OF THE FOREGOING REQUIREMENTS, YOU MUST NOT ACCESS OR USE THE WEBSITE.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter. However, any changes to the dispute resolution provisions set forth in the *Governing Law and Jurisdiction* section below will not apply to any disputes for which the parties have actual

notice on or prior to the date the change is posted on the Website. Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. We encourage and expect you to consult the Terms of Use each time you access the Website so you are aware of any changes, as they are legally binding on you.

We Are Not Your Attorney. We Recommend to Always Seek Professional Legal Advice from a Licensed Attorney

Our goal is to provide a helpful, automated online service for individuals who choose to form their own business entities or prepare their own legal documents, with or without the advice of their own licensed attorney. **DigitalSPV is NOT a law firm.** While the Website contains certain basic information about business entities that help you in providing the relevant information to us, and for us to form your business entity and provide unreviewed form legal documents, we do not and cannot review or revise your answers to: confirm their legal sufficiency, apply the law to your particular situation, draw legal conclusions, provide legal advice, explanations, options, opinions, or recommendations about legal rights, remedies, business and investment structure and operations, use of business and legal forms, or general business and legal strategies, or correct any typos, inconsistencies, incompleteness, or any other clerical or legal matters.

DIGITAL SPV IS NOT A LAW FIRM, NOR IS IT A SUBSTITUTION FOR A LAW FIRM OR AN ATTORNEY. OUR WEBSITE STRIVES TO FACILITATE THE PROCESS BY WHICH INDIVIDUALS SET UP THEIR OWN BUSINESSES AND SPVs AND PREPARE THEIR OWN COMPANY DOCUMENTS, BUT WE DO NOT AND CANNOT PERFORM THE SERVICES PROVIDED BY LICENSED ATTORNEYS. DIGITAL SPV ALSO DOES NOT ADVISE ON SECURITIES OFFERINGS OR COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS, INCLUDING THE SECURITIES ACT OF 1933, AS AMENDED.

IN ADDITION, DIGITAL SPV IS NOT AN ACCOUNTING FIRM, BANK OR REGISTERED AGENT, AND DOES NOT OFFER INVESTMENT ADVICE. DIGITAL SPV MAY REFER ITS USERS TO THIRD PARTY PROVIDERS THAT PROVIDE SUCH FUNCTIONS, BUT DIGITAL SPV IS NOT RESPONSIBLE FOR SUCH FUNCTIONS OR THE WORK OR ACTIONS OF SUCH THIRD PARTY PROVIDERS.

DigitalSPV strives to facilitate the process by which individuals set up their businesses, but we do not and cannot provide legal advice, explanations, options, opinions, or recommendations about legal rights, remedies, business structure and operations, use of business and legal forms, or general business and legal strategies. While your communications with us are protected by our Privacy Policy, they are not protected by the attorney-client privilege.

DigitalSPV endeavors to provide comprehensive forms that can be used successfully by most new businesses and single purpose vehicles (“SPV’s). We attempt to keep our documents current and to adapt our documents in the event of any critical changes in applicable law, but the law and standard industry practices can change rapidly, and we make no guarantee

that our documents are completely current. Moreover, DigitalSPV's form documents make assumptions about your new SPV or business that may not be correct, and they may not be ideal for your company's particular situation. The law is a personal matter, and no general information or legal tool like the kind we provide can fit every circumstance for every person or their SPV or business. You should always review our forms before signing them and consult with an attorney should you have any questions or concerns. DigitalSPV does not guarantee that any form provided is suitable for a particular purpose, or that any form included or referenced is accurate, reliable, complete or timely. The forms provided are for information purposes only, and should not be relied upon as legal advice.

Engaging in a securities offering (which may include accepting money from investors in an SPV to invest in a company or real estate project) requires compliance with specialized securities laws, and you should not do so without the assistance of a securities lawyer. While we believe our documents will make the review process simpler and easier for your securities lawyer, it is imperative that you rely on a securities lawyer with respect to that process. Our subscription agreement is intended only for simple Rule 506 (promulgated under Regulation D of the 1933 Securities Act, as amended) securities offerings solely to accredited investors. The subscription agreement includes an accredited investor questionnaire and short form risk factors for investments in early stage companies. DigitalSPV's service, when used in connection with SPVs, is only intended for small groups of sophisticated and accredited investors, who are advised by a licensed attorney.

COMPLIANCE WITH ALL LAWS AND REGULATIONS REMAINS YOUR SOLE AND ABSOLUTE RESPONSIBILITY. THE CONTENTS PROVIDED ON THE WEBSITE ARE FOR INFORMATIONAL PURPOSES ONLY. BEFORE TAKING ANY BUSINESS OR LEGAL ACTION BASED ON INFORMATION FROM THE WEBSITE, YOU SHOULD CONSULT WITH A LICENSED ATTORNEY TO DETERMINE WHETHER SUCH PROVISIONS ARE APPROPRIATE FOR YOU BASED ON YOUR PERSONAL OR BUSINESS NEEDS. WE DO NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE LEGAL OR BUSINESS CONSEQUENCES RESULTING FROM THE USE OF THE WEBSITE OR ANY PRODUCT OR SERVICE PURCHASED ON THE WEBSITE.

Your use of the Website does not create an attorney-client relationship with Digital SPV, LLC, its members, managers, officers, employees, or other agents (even if such persons are licensed attorneys). The legal information contained on the Website is not legal advice and is not guaranteed to be correct, complete or up-to-date. Therefore, if you need legal advice for your specific problem, or wish to include provisions that are not provided on the Website, you should consult a licensed attorney in your area.

Terms Applicable to Specific Services

(a) **Business Formation Service.** If you are using the Website to set up a new limited liability company, DigitalSPV will make the necessary filing to legally establish the existence of your entity in Delaware or Florida. In order to do so, we will fill in the necessary forms with the

information you have provided us. Accordingly, by making an order on the Website, you expressly represent to us that: (i) all of the information you have provided us is complete and accurate and you have sufficient legal authority to use the Website to purchase any services on the Website on behalf of the SPV that you are forming or managing; (ii) you consent to DigitalSPV utilizing such information to prepare and file the documents necessary to form your new entity on your behalf; (iii) you consent to DigitalSPV representing to the applicable state governmental office (and the IRS, if you choose to file for your Tax ID through Digital SPV) that the information you have provided, and the information in the forms generated using the information you provided, is accurate and complete (under penalty of perjury); (iv) the information you have provided us about each person who you have listed as a manager, member, officer, or otherwise in connection with your business is accurate, and you have received the express consent of such person to provide us with such persons information and use such information in forming your new business; and (v) you and the persons mentioned in the foregoing item (iv) consent to DigitalSPV applying your electronic signature(s) to any documents/forms as is necessary to complete the business formation process and to represent to the applicable state governmental office that the applicable business formation filings are being made by you.

DigitalSPV prides itself on rapid business-formation services. However, you acknowledge and agree that any turnaround times that we display on our Website are estimates only, and that DigitalSPVs actual turnaround times are directly impacted by the speed at which the applicable state government office and the IRS is able to process the filings we submit. Accordingly, our estimated turnaround times are estimates only and are not guaranteed.

Sometimes additional information is required to complete the formation services. You agree to timely sign the documents we ask you to sign and respond to any follow up questions. We cannot file documents for you until you sign where indicated.

You further understand and agree that the information that DigitalSPV is required to provide to the applicable state government office in order to form your new entity is often public information. By utilizing the Website for your business formation service, such information is not protected from public disclosure.

(b) EIN Service. If you are using DigitalSPV to obtain an Employer Identification Number (also known as an EIN or Tax ID), DigitalSPV will obtain your EIN through the Internal Revenue Service website designed for this purpose or, alternatively, through fax application to the IRS.

Accordingly, by making an order on the Website, you expressly represent to us that: (i) all of the information you have provided us is complete and accurate; (ii) you consent to DigitalSPV utilizing such information (including your social security number) to apply for an EIN; (iii) you consent to DigitalSPV representing to the Internal Revenue Service that the information you have provided is accurate (under penalty of perjury); and (iv) the information you have provided us about each person who you have listed as a manager, member, officer, or otherwise in connection with your business is accurate, and you have received the express consent of such person to provide us with such persons information and use it for the purpose of obtaining an EIN.

You agree and acknowledge that we (or our third party service provider, such as a paralegal) may file the Tax ID application (Form SS4) as your authorized representative (and include the name of our authorized representative in the filing).

You acknowledge and agree that the time required to obtain a Tax ID with the IRS is extremely uncertain. Occasionally, we are able to obtain a Tax ID quickly through the IRS website, and sometimes the IRS website will not accept such filing, in which case, it may take one month or longer to obtain the Tax ID.

(c) **Registered Agent.** DigitalSPV will contract with third party providers to act as your registered agent for the first year. A business entity is required by state law to have a registered agent. Service of process is effective by sending notice to its registered agent. Therefore, it is critical that you maintain an updated address for the registered agent to forward mail to you. Please note that you are responsible for complying with the terms of use set by the registered agent. A registered agent is not a mail forwarding service, and may not forward mail, other than appropriate legal notices sent through the registered agent.

(d) **Other Third-Party Providers.** The registered agent is a third party provider not affiliated with DigitalSPV (a “**Third Party Provider**”). DigitalSPV may work with or recommend other Third Party Providers, such as accountants (for assistance with tax return preparation), banks (to assist with opening a bank account for your SPV) and law firms (to assist with advising your SPV on its legal structure, documentation, securities laws and other matters). DigitalSPV may also use a third party paralegal to file your Certificate of Formation with Delaware, your Articles of Organization with Florida and your Form SS4 (Tax ID filing) with the IRS. DigitalSPV shall have no responsibility for the actions or omissions of such Third Party Providers. **THE USE OF THIRD PARTY PROVIDERS, INCLUDING THE REGISTERED AGENT, IS AT YOUR OWN RISK.** You are responsible for reviewing the terms of service with each Third Party Provider.

(e) **Renewals.**

i. First Year Only. As part of our service, we will organize your SPV in Delaware or Florida and engage your registered agent for the first year of service. If such service is requested, we will also obtain your SPV’s Tax ID.

ii. Compliance Alerts and Renewal. **Each year, a limited liability company must make an annual filing with the state in which it was formed, and renew its registered agent. DigitalSPV only handles the initial formation and first year registered agent service. You are responsible thereafter unless you renew your service with DigitalSPV.** You are responsible for handling such renewals on your own or renewing your service with DigitalSPV, and we have no obligation to offer such renewal service. We may, but shall not be required, to send you reminders of any upcoming filing deadline, missed filings or changes to your entity’s status with state-filing authorities. You are responsible for informing us of any changes to your contact information.

iii. Exclusions. Digital SPV only covers your state entity filing fee through our initial service, and only covers your state entity renewal fee through our renewal service. Local, industry-specific,

licensing, and tax requirements (including but not limited to income tax filings, personal/business property tax filings, and sales tax filings) are not included as part of our service. There may be a number of filings relating to these requirements, which DigitalSPV will not file for you, and you should make sure you educate yourself on these requirements or speak to a qualified CPA or licensed attorney. In addition, in certain cases, if you operate in more than one state, you may be required to qualify to do business in such other state. DigitalSPV shall not, however, be responsible to make any such filings on your behalf and such filings are not part of our services. As stated elsewhere, DigitalSPV is NOT a law firm and solely compiles company documentation based on the instructions you provide on the Website.

Accessing the Website and Account Security

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users. You are responsible for (a) making all arrangements necessary for you to have access to the Website and (b) ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details and other information that we will need in order to provide our services to you. It is a condition of your use of the Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. We have the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Intellectual Property Rights

The Website and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by DigitalSPV, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Violation of this Section is strictly prohibited

without the express, written permission of DigitalSPV. For information on requesting such permission, contact us at info@DigitalSPV.com.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not sell, license, rent, copy, reproduce, transmit, distribute, modify, create derivative works from, publicly display, publicly perform, republish, adapt, edit, download, store or transmit any of the material on our Website, with the following exceptions: (1) your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; (2) you may store files that are automatically cached by your Web browser for display enhancement purposes; (3) you may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication or distribution; (4) if we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications; and (5) if we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not (1) modify copies of any materials from the Website; (2) use any illustrations, photographs, video or audio sequences or any graphics from the Website separately from the accompanying text; (3) delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website. You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by DigitalSPV. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

The DigitalSPV name and all related names, logos, product and service names, designs and slogans contained on the Website is the intellectual property of DigitalSPV or its affiliates or licensors. You must not use such marks without our prior written permission. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners

Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website (a) in any way that violates any applicable federal, state, local or international law or regulation; (b) for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise; (c) to transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail", "chain letter"

or "spam" or any other similar solicitation; (d) to impersonate or attempt to impersonate DigitalSPV, a DigitalSPV employee, another user or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); or (e) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm DigitalSPV or users of the Website or expose them to liability.

Additionally, you agree not to (1) use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website; (2) use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website; (3) use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent; (4) use any device, software or routine that interferes with the proper working of the Website; (5) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (6) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website; (7) attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or (8) otherwise attempt to interfere with the proper working of the Website.

Resale of Forms Prohibited

By ordering or downloading forms and documents from our Website, you agree that such documents that you purchase or download may only be used by you for your personal or business use or used by you in connection with your client and may not be sold or redistributed without the express written consent of DigitalSPV.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users, bloggers and third-party licensors, syndicators, aggregators and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by DigitalSPV, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of DigitalSPV. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

Online Purchases, Refunds, and Other Terms and Conditions

All purchases through the Website are final and will not be refunded.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

YOUR USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER DIGITALSPV NOR ANY PERSON ASSOCIATED WITH DIGITALSPV MAKES ANY WARRANTY OR

REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER DIGITALSPV NOR ANYONE ASSOCIATED WITH DIGITALSPV REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

DIGITALSPV HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

Limitation on Liability

EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD DIGITALSPV AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF DIGITALSPV HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF DIGITALSPV, IT WILL BE LIMITED TO THE AMOUNT PAID BY YOU TO US FOR OUR PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL THERE BE CONSEQUENTIAL OR PUNITIVE DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify and hold harmless DigitalSPV, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, any use of the Website's

content, services and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Any legal suit, action or proceeding commenced by you and arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the state or federal district courts located in Miami-Dade County, Florida. Notwithstanding the foregoing, we retain the right to bring any suit, action or proceeding against you for breach of these Terms of Use in Miami-Dade County, Florida or in your county of residence (if in the United States) or any permissible venue (if outside the United States). You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration

ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF, RELATED TO OR IN CONNECTION WITH THIS AGREEMENT SHALL BE SETTLED BY ARBITRATION PURSUANT TO THIS SECTION. The arbitration shall be conducted in accordance with the American Arbitration Association's ("AAA") International Arbitration Rules in effect at the time of the arbitration, except as they may be modified herein or by mutual agreement of the parties. Venue of all arbitrations shall be held in Miami-Dade County, Florida and it shall be conducted in the English language. The arbitration shall be conducted by one Arbitrator.

The arbitral award shall be in writing, state the reasons for the award and be final and binding on the parties. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. 1 et seq. However, nothing in this Section 11 shall be construed so as to deny any party hereto the right and power to seek and obtain injunctive relief, or other equitable relief, in a court of equity for any breach or threatened breach by any party of any provision contained herein.

EACH OF THE PARTIES HERETO HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY (I) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (II) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS

AGREEMENT, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Waiver and Severability

No waiver by DigitalSPV of any term or condition set forth in these Terms of Use 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 of DigitalSPV to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Right to Refuse

You acknowledge that DigitalSPV reserves the right to refuse service to anyone and to cancel user access at any time.

Acknowledgement

BY USING DIGITALSPV'S SERVICES OR ACCESSING THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS OF USE AND AGREE TO BE BOUND BY THEM.

Entire Agreement

The Terms of Use and the other documents specifically incorporated herein constitute the sole and entire agreement between you and DigitalSPV with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website. Neither you nor DigitalSPV are relying on any representation not contained herein (or in the other documents specifically incorporated herein).

Contacting Us

If you need to contact us, please email us at info@DigitalSPV.com.