

Terms of Use

ACCEPTANCE OF TERMS

Please read these Terms of Use (the "**Terms**") very carefully as they apply to your use of this website (www.digital86.com) (the "**Website**") and govern any use of or purchases of services provided by Digital 86 (the "**Company**"). By accessing, or using the website located at <http://www.digital86.com> (the "site"), or by enrolling in or purchasing Services by phone, or by continuing to accept Services after reviewing the Terms, you are agreeing to these Terms and are concluding a legally binding contract with Digital 86 (the "Agreement").

This Agreement defines the relationship between Digital 86 and you ("you", "your", the "client"). If you are entering into this Agreement on behalf of a company or other legal entity, you also represent that you have the authority to bind such entity to these terms, in which case the terms "you", "your" or "client" shall refer to such entity. If you do not have such authority, or if you do not agree with these terms, you must not accept this Agreement and may not use the Digital 86 site or its services.

ELIGIBILITY

By using the this website or any of the services offered, you represent and warrant that (a) all registration information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; and (c) you are 13 years of age or older. Children under the age of 13 are prohibited from creating any accounts or purchasing or enrolling for any Services. Your information and profile may be deleted any Services may be terminated without warning, if we believe that you are less than 13 years of age.

OUR SERVICES

Digital 86 provides online reputation management services ("Services").

DATA SECURITY

We take seriously our responsibility to keep secure the information that our users and customers entrust to us. To protect this confidential information, we use industry standard safeguards to protect confidential information stored on our systems.

PRIVACY

Our privacy policy located at <http://www.digital86.com/privacy-policy> (“Privacy Policy”) applies to use of the Services, and its terms are made a part of these Terms of Use by this reference. Additionally, by using the Services, you acknowledge and agree that Internet transmissions are never completely private or secure.

SITE CONTENT

All information and content available on this Website (collectively, “Content”) is protected by copyright and other intellectual property laws. The Content and Website is owned by Digital 86. The Content is intended for personal and noncommercial use only. Any use of the Content not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Your use of the Website and all Content is on an “as is” basis, at your own risk, and we do not make and expressly disclaim any express or implied warranties, representations or endorsements whatsoever (including without limitation warranties of title or non-infringement, or the implied warranties of merchantability or fitness for a particular purpose) with regard to the Website or the Content.

You may only use or reproduce the Content for your own personal and non-commercial use. The following activities are prohibited: (1) using any robot, spider or other automatic device, or a manual process, to monitor or copy web pages or the Content contained in the Site or for any other unauthorized purpose without our prior expressed written permission; (m) using any device, software or routine to interfere or attempt to interfere with the proper working of the Site; (n) decompiling, reverse engineering, disassembling or otherwise attempting to obtain the

source code for the Software; or (o) taking any action that imposes an unreasonable or disproportionately large load on Digital 86's hardware and software infrastructure (collectively, "Prohibited Activities").

COPYRIGHT

We respect the intellectual property of others and ask that users of our Site and Services do the same. In connection with our Site and Services, we have adopted and implemented a policy respecting copyright law that provides for the removal of any infringing materials and for the termination, in appropriate circumstances, of users of our Site and Services who are repeat infringers of intellectual property rights, including copyrights. If you believe that one of our users is, through the use of our Site and Services, unlawfully infringing copyright(s) in a work, and you wish to have the allegedly infringing material removed, the following information in the form of a written notification (pursuant to 17 U.S.C. SS 512(c)) must be provided to our designated Copyright Agent:

1. Your physical or electronic signature;
2. Identification of the copyrighted work(s) that you claim to have been infringed;
3. Identification of the material on our services that you claim is infringing and that you request us to remove;
4. Sufficient information to permit us to locate such material;
5. Your address, telephone number, and email address;
6. A statement that you have a good faith belief that use of the objectionable material is not authorized by the copyright owner, its agent, or under the law; and
7. A statement that the information in the notification is accurate, and under penalty of perjury, that you are either the owner of the copyright that has allegedly been infringed or that you are authorized to act on behalf of the copyright owner. Please note that, pursuant to 17 U.S.C. SS 512(f), any misrepresentation of material fact (falsities) in a written notification automatically subjects the complaining party to liability for any

damages, costs and attorney's fees incurred by us in connection with the written notification and allegation of copyright infringement

COPYRIGHT AGENT

Our designated Copyright Agent is: Digital 86, Attention: Alex Simon; 10120 W. Flamingo Rd. #4545, Las Vegas, NV 89147; Email: alex@digital86.com.

INDEMNITY

You agree to indemnify, hold harmless and defend us, our officers, directors, employees, agents, and third-party suppliers or affiliates, at your expense, against any and all third-party claims, actions, proceedings, and suits brought against us or any of our officers, directors, employees, agents, third-party suppliers or affiliates, and pay all related liabilities, damages, settlements, penalties, fines, costs or expenses (including, without limitation, reasonable attorneys' fees and other litigation expenses) incurred by us or any of our officers, directors, employees, agents, third-party suppliers or affiliates, arising out of or relating to: (a) your breach of any term or condition of this Agreement; (b) your fraudulent or malicious use of the Services; (c) your violation of applicable laws, rules or regulations in connection with the Services; (d) our use of any content or information, including Client Materials or Reviewer Information, you provide to us; or (e) the disclosure of your relationship with us. In such a case, we will provide you with written or electronic notice of such claim, suit or action. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

LIMITATION OF LIABILITY

Types of Damages. NEITHER WE, NOR OUR THIRD PARTY SUPPLIERS, WILL BE LIABLE TO YOU OR ANY THIRD-PARTY CLAIMANT FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST DATA OR LOSS OF GOODWILL), OR INCIDENTAL DAMAGES, WHETHER BASED ON A CLAIM OR ACTION OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER

TORT, BREACH OF ANY STATUTORY DUTY, INDEMNITY OR CONTRIBUTION, OR OTHERWISE, EVEN IF WE OR OUR THIRD PARTY SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY

Amount of Damages. OUR MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF (A) THE FEES YOU HAVE PAID TO US PURSUANT TO THE ORDER THAT IS THE SUBJECT OF THE CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM, OR (B) US \$50.00. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT INCREASE OUR LIABILITY. IN NO EVENT SHALL OUR SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY

FEEDBACK

Any feedback or information you provide us about the Site or the Services shall be deemed to be non-confidential, and we shall be free to use such information on an unrestricted basis.

NOTICES AND SERVICE MESSAGES

You agree that that we may use our website and email to provide you with important notices. You agree that we may provide notices to you in the following ways: (1) a banner notice on the Service, or (2) an email sent to an address you provided, or (3) through other means including mobile number, telephone, or mail. You agree to keep your contact information up to date.

ASSIGNMENT

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by the Company without restriction.

AMENDMENTS OR MODIFICATIONS

We may amend, modify or terminate any terms of this Agreement at any time and such amendment, modification or termination will be effective at the time we post the revised terms on the site. You can determine when this agreement was last revised by referring to the “last

updated” legend at the top of this agreement. Your continued use of the site or services after we have posted revised terms signifies your acceptance of such revised terms. No amendment to or modification of this agreement will be binding unless in writing and signed by our duly authorized representative or posted to the site by our duly authorized representative.

HOW TO CONTACT US

If you want to send us notices or reach our customer support, please contact us:

By email at: alex@digital86.com.

By mail at:

Digital 86

10120 W. Flamingo Road #4545

Las Vegas, NV 89147