

**DigitalKeeperBot Terms of Use**  
**Effective Date: Jan 12, 2023**  
**Last Updated Date: Jan 12, 2023**

PLEASE READ THESE TERMS OF USE AGREEMENT (THE “**TERMS**”) CAREFULLY AS THEY FORM A BINDING LEGAL AGREEMENT BETWEEN YOU AND DIGITALKEEPERBOT MOVEMENT, INC. (“**DIGITALKEEPERBOT**” OR “**WE**: AND ITS DERIVATIVES). THIS SITE AND ANY OTHER SITES OF DIGITALKEEPERBOT (COLLECTIVELY, THE “**SITE**”) AND THE INFORMATION ON IT ARE CONTROLLED BY DIGITALKEEPERBOT. THESE TERMS GOVERN THE USE OF THE SITE AND APPLY TO ALL VISITORS TO THE SITE AND THOSE WHO USE THE BLOCKCHAIN CURRENCY MANAGEMENT SOFTWARE THAT IS DOWNLOADABLE FROM THE SITE (THE “**SOFTWARE**”), AS WELL AS OTHER SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE SITE, (EACH A “**SERVICE**” AND COLLECTIVELY, THE “**SERVICES**”, WHICH TERM INCLUDES THE SOFTWARE AND THE SITE UNLESS EXPLICITLY SET FORTH BELOW). BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, DOWNLOADING THE SOFTWARE AND/OR BROWSING THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH DIGITALKEEPERBOT, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS PERSONALLY OR ON BEHALF OF THE LEGAL ENTITY ON FOR WHOM YOU ARE USING THE SERVICES. THE TERM “**YOU**” REFERS TO YOU INDIVIDUALLY OR THE LEGAL ENTITY ON WHOSE BEHALF THE SERVICES ARE USED, AS APPLICABLE. **IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS, YOU MAY NOT ACCESS OR USE THE SERVICES.**

SECTION 9 OF THE TERMS CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN YOU AND DIGITALKEEPERBOT TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU

OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.

DigitalKeeperBot may modify these Terms at any time and in our sole discretion. If we do so, we will change the “Last Updated” date at the beginning of these Terms. By Continuing to use the Site or Services following the release of updated Terms you consent to the updated Terms. We invite you to check this page regularly for updates to these Terms.

1. **Use of the Services.** The Software, the Site, the Services, and the information and content available therein (“**DigitalKeeperBot Content**”) are protected worldwide by copyright laws. Subject to the Terms, DigitalKeeperBot grants you a limited license to reproduce portions of DigitalKeeperBot Content solely as required to use the Services for your personal or internal business purposes. Unless otherwise specified by DigitalKeeperBot in a separate license, your right to use any DigitalKeeperBot Content is subject to these Terms. **DigitalKeeperBot is not a bank or financial institution and does not provide investment or financial advice, or consulting services to users of the Services. We are solely the provider of the Services.**

1.1. **DigitalKeeperBot Software.** Use of the Software is governed by these Terms. DigitalKeeperBot delivers the Software via download and DigitalKeeperBot will not provide you with any tangible copy of the Software. Subject to your compliance with the Terms, DigitalKeeperBot grants you a nonassignable, non-transferable, non-sublicensable, revocable, and non-exclusive license to use the Software on computers you own or control solely for your personal or internal business purposes. **Because the Software is locally installed, you are responsible for the security of the device on which it is installed, including ensuring that you keep anti-virus software current and otherwise protect the device on which the Software is installed against malware. DigitalKeeperBot is not responsible for any loss or damages – including loss of funds or lockout from accounts accessed via the Software – resulting from your failure to keep the device on which the Software is installed safe and free of any malware. DigitalKeeperBot cannot recover passwords or unlock account information stored on the Software in any circumstances, including if the Software is compromised by malware on your computer, and it is your sole responsibility to take all reasonable precautions to secure and backup your copy of the Software and the information stored on it.**

1.2. **Updates.** The Software and Services are evolving and you may be required to accept or install updates to the Software or Services, or update third-party software (i.e., browsers or OS) in order to keep using the Software or Services or access their latest features, including security updates. We may update the Software and Services at any time, without providing notice.

1.3. **Certain Restrictions.** By accessing the Services, you agree not to:

- (a) license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Services or DigitalKeeperBot Content, or any portion thereof, including on a service bureau or equivalent basis;
- (b) frame or enclose any trademark, logo, or other DigitalKeeperBot Content, (including images, text, page layout or form);
- (c) use any metatags or other “hidden text” using DigitalKeeperBot’ name or trademarks;

- (d) modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Services or Software (except to the extent this restriction is expressly prohibited by applicable law);
- (e) use any manual or automated software, devices or other processes (including spiders or other data mining tools) to “scrape” or download data from any web pages in the Site (except that we grant operators of public search engines revocable permission to do so for the sole purpose of creating publicly available searchable indices (but not caches or archives) of such content;
- (f) access the Site, Services, or Software in order to build a similar or competitive Site, Services, or Software;
- (g) copy, reproduce, distribute, republish, download, display, post or transmit any DigitalKeeperBot Content except as expressly permitted herein; and
- (h) remove or destroy any copyright notices or other proprietary markings contained on or in the Services or DigitalKeeperBot Content. DigitalKeeperBot, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of the Services terminates the licenses granted by DigitalKeeperBot herein.

#### **1.4. Third Party API Providers**

- The Services may incorporate, or may provide access to, applications or materials that are hosted by another party, including, but not limited to:
  - Crypto assets, such as Ethereum and Bitcoin;
  - Cryptocurrency exchanges (for token-to-token exchanges), such as 1inch (1inch.io), Aeroswap (aeroswap.io), ChangeHero (changehero.io), Changelly (changelly.com), Changenow (changenow.io), Cripto InterCambio (criptointercambio.com), Jupiter (jup.io), LetsExchange (letsexchange.io), n.Exchange (n.Exchange), Ramp Swaps, Ltd. (ramp.network), and Switchain (switchain.com);
  - The lightning network such as Wallet of Satoshi, which requires you to create an account using your DigitalKeeperBot bitcoin wallet (walletofsatoshi.com);
  - Information providers (for price data, market data, and other relevant information), such as Coingecko (Coingecko.com), Coinmarketcap (Coinmarketcap.com), and Cryptocompare (Cryptocompare.com); and
  - Other third-party services such as tZERO ATS, LLC, tZERO Markets, LLC, Electronic Transaction Clearing, Inc., DBA Apex Pro., and Next Gen Blockchain Technologies, Ltd DBA SportX (in select markets) (collectively, “Third Party Services”).
- **You understand and agree that all cryptocurrency exchanges and information provided through the Services are executed by Third Party Service providers, and**

**that DigitalKeeperBot does not itself directly exchange virtual currencies or provide data on prices.**

- You also understand and agree that access to Third Party API Providers may be geo-blocked for residents of certain countries and certain states of the United States. There can be no assurance that any security measures that we or our third-party service providers have implemented will be effective against current or future security threats. While we take steps in an effort to protect the security of our platform and the availability, integrity, confidentiality and security of our data, our security measures or those of our third-party providers could fail and result in unauthorized access to or use of our platform or unauthorized, accidental or unlawful access to, or disclosure, modification, misuse, loss or destruction of, our or our customers' data.
- While we strive to provide users with accurate and real-time information on digital asset prices and other relevant market data, we do not guarantee the accuracy of information provided by third party information providers. We strongly recommend users verify any information, including but not limited to pricing information, before relying on this information for decisions of any kind. The information is provided by and belongs to the individual information providers and we assume no ownership or any liability over any such information. Furthermore, as a condition of using the Services, you agree that we shall assume no liability for any decisions made by you or any other users based on this information.
- You understand and acknowledge that private keys may be compromised if customers choose to store their private keys in non-secure systems, such as third-party email services, which may be susceptible to security breaches and security incidents, despite our efforts to discourage our customers from engaging in these practices. Although such incidents are outside of our control and do not relate to any insecurity or vulnerability on the part of the DigitalKeeperBot Platform, customers may nevertheless blame or become dissatisfied with the DigitalKeeperBot Platform as a result of these negative experiences.
- Neither DigitalKeeperBot, nor any of our third party API providers will ever ask you to share any credential, private key, or other sensitive information with us or them. **Do not share any credential, private key, or other sensitive information with any third party without validating their legitimacy.**
- Third Party API Providers are available to you, subject to the terms and conditions of each third party provider. To the extent Third Party API Providers have terms that differ from these Terms, you may be required to agree to those terms in order to access their Software, Site, or Services.
- **We do not control the terms, policies, or performance of any third party, and are not responsible for any performance, or failure to perform, of any Third Party Software, Site, or Services, including pricing information, exchange rates, processing of transactions, and similar activities. We do not provide customer support for transactions performed on third-party API provider's Software, Site, or Services. When you leave the DigitalKeeperBot software and access the third-party's software, their Terms of Service govern the transaction**

**1.5. User Content.** You are responsible for all data and information provided or uploaded by you to the Services (“**User Content**”), whether publicly posted (i.e., in a user forum, if applicable) or privately transmitted (i.e., to us in connection with a support request). You are solely responsible for the accuracy and completeness of User Content you submit, and represent and warrant that you have all rights required in order to post such User Content. We may, in our sole discretion, delete any User Content that we determine violates these Terms. To the extent that you provide us with or we may have access to any information that allows us to identify you or any other individual (“**Personal Information**”) in connection with your use of the Services, we will preserve, safeguard, and use such information as set forth in our Privacy Policy.

**1.6. Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to use the Services. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing or using the Services.

## **2. Ownership.**

**2.1. Generally.** DigitalKeeperBot and its suppliers own all right, title and interest in and to the DigitalKeeperBot content contained within the Software, Site, and Services. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the DigitalKeeperBot Content.

**2.2. Trademarks.** DigitalKeeperBot Movement, Inc. and other related graphics, logos, service marks and trade names used on or in connection with the Services are the trademarks of DigitalKeeperBot and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks, and trade names that may appear on or in the Site or Services are the property of their respective owners.

**2.3. User Content.** You own your User Content. By posting, displaying, sharing or distributing User Content on or through the Software, Site, or Services, you grant us, and any Third Party API Provider used in connection with the Services, a nonexclusive license to use the User Content solely for the purpose of operating the Services. Except as prohibited by applicable law, we may disclose any information in our possession (including User Content) in connection with your use of the Services, to:

(a) comply with legal process;

(b) enforce these Terms,

(c) respond to your requests for customer service, or

(d) protect the rights, property or personal safety of DigitalKeeperBot, our employees, directors or officers, partners and agents, or members of the public.

**2.4. Feedback.** You may provide ideas, suggestions, documents, and/or proposals about the Services to DigitalKeeperBot through any means (“**Feedback**”), and you grant DigitalKeeperBot a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-

exclusive, and sublicensable right and license to use Feedback for any legitimate purpose.

- 3. User Conduct.** You may not use the Software, Site, or Services for any purpose that is prohibited by the Terms or applicable law. You will not (and will not permit any third party to) take any action or make available any content on or through the Site, Software, or Services that:
  - (a) infringes any intellectual property rights of any person or entity;
  - (b) is unlawful, threatening, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortious, obscene, or offensive;
  - (c) is unauthorized or unsolicited advertising, junk or bulk e-mail;
  - (d) involves commercial activities and/or sales, such as contests, sweepstakes, barter, advertising, or pyramid schemes;
  - (e) impersonates any person or entity, including any employee or representative of DigitalKeeperBot;
  - (f) interferes with the proper functioning of the Software, Site, or Services;
  - (g) engages in any potentially harmful acts directed against the Software, Site, or Services, including violating any security features, introducing viruses, worms, or similar harmful code into the Software, Site, or Services; or
  - (h) attempts to do any of the foregoing.
- 4. Investigations.** Although DigitalKeeperBot does not generally monitor user activity on the Software, Site or Services, if DigitalKeeperBot becomes aware of any possible violations by you of any provision of the Terms, DigitalKeeperBot may investigate such violations, and at its sole discretion may take any of the actions set forth in Section 8 below.
- 5. Indemnification.** You agree to indemnify and hold DigitalKeeperBot harmless from any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to or arising out of:
  - (a) your use of, or inability to use, the Software, Site, or Services;
  - (b) your violation of the Terms;
  - (c) your violation of any rights of another party, including any other users of the Software, Site, or Services; or
  - (d) your violation of any applicable laws, rules or regulations. DigitalKeeperBot may, at its own cost, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with DigitalKeeperBot in

asserting any available defenses. This provision does not require you to indemnify any DigitalKeeperBot Party for any fraud, gross negligence, or wilful misconduct in connection with the Services.

## **6. Disclaimer of Warranties.**

**6.1. As Is.** THE SOFTWARE, SITE, SERVICES, AND ANY INFORMATION DISPLAYED THEREIN ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS, AND DIGITALKEEPERBOT EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND

ARISING FROM OR RELATED TO THESE TERMS OR YOUR USE OF THE SITE, SERVICES, SOFTWARE, OR ANY INFORMATION DISPLAYED THEREIN, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT, TO THE EXTENT ALLOWED BY APPLICABLE LAW, ALL RISK OF USE OF THE SITE, SERVICES, AND SOFTWARE RESTS ENTIRELY WITH YOU.

**6.2. Beta Releases.** FROM TIME TO TIME, DIGITALKEEPERBOT MAY OFFER NEW “BETA” FEATURES OR TOOLS WITH WHICH ITS USERS MAY EXPERIMENT. SUCH

FEATURES OR TOOLS ARE OFFERED SOLELY FOR EXPERIMENTAL PURPOSES, WITHOUT ANY WARRANTY OF ANY KIND, AND MAY BE MODIFIED OR DISCONTINUED AT DIGITALKEEPERBOT’ SOLE DISCRETION.

**Third Party Conduct.** DIGITALKEEPERBOT IS NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD DIGITALKEEPERBOT LIABLE, FOR THE CONDUCT OF THIRD PARTIES ON OR ACCESSED VIA THE SOFTWARE, SITE, OR SERVICES, INCLUDING THE USE OF THIRD PARTY API PROVIDERS’S SOFTWARE AND OR SERVICES. THE RISK OF INJURY FROM USE OF SUCH THIRD PARTY SOFTWARE AND SERVICES RESTS ENTIRELY WITH YOU.

## **7. Limitation of Liability.**

**7.1. Disclaimer.** IN NO EVENT WILL DIGITALKEEPERBOT BE LIABLE FOR ANY LOST PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT DIGITALKEEPERBOT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE THEORY OF LIABILITY ASSERTED.

**7.2. Cap on Liability.** UNDER NO CIRCUMSTANCES WILL DIGITALKEEPERBOT BE LIABLE TO YOU FOR DAMAGES ARISING OUT OF THE USE OF OUR

SOFTWARE, SITE, OR SERVICES EXCEEDING ONE THOUSAND DOLLARS (\$1,000.00).

**7.3. Exceptions.** The limitations in Sections 7.1 and 7.2 will not apply to damages caused by the fraud, gross negligence, or wilful misconduct of DigitalKeeperBot, or to the extent such limitations are precluded by applicable law (in which case DigitalKeeperBot' liability will be increased to the minimum amount required to comply with such law).

## **8. Term and Termination.**

**8.1. Term.** The Terms commence on the date when you accept them (as described in the preamble above) and remain in full force and effect for so long as you access or use the Software, Site, or Services, unless terminated earlier in accordance with this Section 8.

**8.2. Termination by DigitalKeeperBot.** DigitalKeeperBot may, at any time and for any reason, cease providing any or all of the Software, Site, or Services, and/or terminate the Terms. Without limiting the foregoing, we may also terminate your access to any or all of the DigitalKeeperBot content.

**8.3. Termination by You.** Except as set forth in Section 8.4, these Terms will be of no further force and effect with respect to you if you cease all use of the Services and Software and no longer visit the Site.

**8.4. Effect of Termination.** Upon termination of any Service, your right to use the Software, Site, and Service will automatically terminate immediately. DigitalKeeperBot will not have any liability whatsoever to you for any suspension or termination. All provisions of the Terms which by their nature should survive termination of Services will do so, including Sections 2, 5, 6, 7, 8.4, 9 and 10.

**9. Dispute Resolution.** *Please read this Section 9 (the "Arbitration Agreement") carefully. It requires you to arbitrate disputes with DigitalKeeperBot and limits the manner in which you can seek relief.*

**9.1. Applicability of Arbitration.** You agree that any dispute or claim relating in any way to your access or use of the Site, Services, or Software, or to any aspect of your relationship with DigitalKeeperBot, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or DigitalKeeperBot may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement will apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.**

**IF YOU AGREE TO ARBITRATION WITH DIGITALKEEPERBOT, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST DIGITALKEEPERBOT ALLEGING CLASS, COLLECTIVE, AND/OR**



**REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, YOU MAY BRING YOUR CLAIMS AGAINST DIGITALKEEPERBOT IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THESE TERMS, INCLUDING THIS ARBITRATION AGREEMENT.**

**9.2. Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to our registered agent DigitalKeeperBot Movement, Inc. 251 Little Falls Drive, Wilmington, DE 19808, with a copy to DigitalKeeperBot Movement, Inc. 15418 Weir Street, No. 333, Omaha, NE 68137. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims and counterclaims under \$250,000, not inclusive of attorneys' fees and interest, will be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other claims will be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at [www.jamsadr.com](http://www.jamsadr.com) or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, DigitalKeeperBot will pay them for you. In addition, DigitalKeeperBot will reimburse all such JAMS's filing, administrative, hearing and/or other fees for claims totalling less than \$10,000 unless the arbitrator determines the claims are frivolous. Likewise, DigitalKeeperBot will not seek attorneys' fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in New Castle County, Delaware. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. All arbitration pleadings and proceedings will be conducted in English.

**9.3. Authority of Arbitrator.** The arbitrator, and not any federal, state or local court or agency will have exclusive authority to:

- (a) Determine the scope and enforceability of this Arbitration Agreement; and
- (b) Resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable.

The arbitration will decide the rights and liabilities, if any, of you and DigitalKeeperBot. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

**9.4. Waiver of Jury Trial.** YOU AND DIGITALKEEPERBOT HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and DigitalKeeperBot are instead electing that all claims and disputes will be resolved by arbitration under this Arbitration Agreement, except as specified in Section 9.1 above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**9.5. Waiver of Class or Consolidated Actions.** ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATE WITH THOSE OF ANY OTHER CUSTOMER OR USER. Notwithstanding anything to the contrary herein, (a) representative action for public injunctive relief may be arbitrated on a class basis and (b) in the event that the foregoing sentence is deemed invalid or unenforceable with respect to a particular class or dispute for recovery of damages, neither you nor we are entitled to arbitration and instead claims and disputes will be resolved in a court as set forth in Section 10.5.

**9.6. 30-Day Right to Opt Out.** You have the right to opt out of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: DigitalKeeperBot Movement, Inc. 50 Mark Lane 5th Floor, London, EC3R 7QR, or via email to support@DigitalKeeperBot.com, within 30 days after first becoming subject to this Arbitration Agreement. Notice must include your name and address and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt

out of this Arbitration Agreement, all other parts of the Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

**9.7. Severability.** If any part of this Arbitration Agreement is found under the law to be invalid or unenforceable, then such part will be of no force and effect and will be severed and the remainder of the Arbitration Agreement will continue in full force and effect.

**9.8. Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with DigitalKeeperBot.

**9.9. Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if DigitalKeeperBot makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice of to DigitalKeeperBot.

## **10. General Provisions.**

**10.1. Electronic Communications.** Communications between you and DigitalKeeperBot use electronic means, whether made via the Site or Services or sent via e-mail, or whether DigitalKeeperBot posts notices on the Site or Services. For contractual purposes, you (1) consent to receive communications from DigitalKeeperBot in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that DigitalKeeperBot provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.

**10.2. Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without DigitalKeeperBot' prior written consent.

**10.3. Force Majeure.** DigitalKeeperBot will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to the Site, Services or Software, please contact us at:  
support@DigitalKeeperBot.com or at DigitalKeeperBot Movement, Inc. 50 Mark Lane  
5th Floor, London, EC3R 7QR

**10.4.** . We will do our best to address your concerns.

**10.5. Exclusive Venue.** To the extent the parties are permitted under these Terms to initiate litigation in a court, both you and DigitalKeeperBot agree that all claims and disputes

arising out of or relating to the Terms will be litigated exclusively in the state or federal courts located in New Castle County, Delaware.

**10.6. Governing Law.** THE TERMS AND ANY ACTION RELATED THERETO WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF DELAWARE, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THESE TERMS.

**10.7. Notice.** Where DigitalKeeperBot requires that you provide an e-mail address, you are responsible for providing DigitalKeeperBot with your most current e-mail address. In the event that the last e-mail address you provided to DigitalKeeperBot is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, DigitalKeeperBot's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to DigitalKeeperBot at the following address: DigitalKeeperBot Movement, Inc. 15418 Weir Street, No. 333, Omaha, NE 68137. Such notice will be deemed given when received by DigitalKeeperBot by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.

**10.8. Waiver.** Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**10.9. Severability.** If any portion of these Terms is held invalid or unenforceable, that portion will be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions will remain in full force and effect.