Terms of Service

These Terms of Service govern your use of the website located at <u>https://key.sale</u> and any related services provided by Digital Key Sale.

By accessing <u>https://key.sale</u>, you agree to abide by these Terms of Service and to comply with all applicable laws and regulations. If you do not agree with these Terms of Service, you are prohibited from using or accessing this website or using any other services provided by Digital Key Sale.

We, Digital Key Sale, reserve the right to review and amend any of these Terms of Service at our sole discretion. Upon doing so, we will update this page. Any changes to these Terms of Service will take effect immediately from the date of publication.

These Terms of Service were last updated on July 8, 2024.

Limitations of Use

By using this website, you warrant on behalf of yourself, your users, and other parties you represent that you will not:

- modify, copy, prepare derivative works of, decompile, or reverse engineer any materials and software contained on this website;
- remove any copyright or other proprietary notations from any materials and software on this website;
- transfer the materials to another person or "mirror" the materials on any other server;
- knowingly or negligently use this website or any of its associated services in a way that abuses or disrupts our networks or any other service Digital Key Sale provides;
- use this website or its associated services to transmit or publish any harassing, indecent, obscene, fraudulent, or unlawful material;
- use this website or its associated services in violation of any applicable laws or regulations;
- use this website in conjunction with sending unauthorized advertising or spam;
- harvest, collect, or gather user data without the user's consent; or

• use this website or its associated services in such a way that may infringe the privacy, intellectual property rights, or other rights of third parties.

Intellectual Property

The intellectual property in the materials contained in this website are owned by or licensed to Digital Key Sale and are protected by applicable copyright and trademark law. We grant our users permission to download one copy of the materials for personal, non-commercial transitory use.

This constitutes the grant of a license, not a transfer of title. This license shall automatically terminate if you violate any of these restrictions or the Terms of Service, and may be terminated by Digital Key Sale at any time.

Payments and Purchase Terms

When making purchases on our platform, you must provide financial information relevant to your selected payment method. Payment processing is handled through PayPal, which securely manages your payment details. We do not retain or directly process any financial information; all such data is subject to the terms and conditions of PayPal.

In addition to PayPal, our platform accepts several other payment methods to facilitate your transactions. These include major Credit/Debit cards, and various cryptocurrencies such as Bitcoin (BTC), Litecoin (LTC), Ethereum (ETH), and Binance Pay. Moreover, Sellix is utilized for product management purposes.

All sales of digital keys and licenses through our platform are final. Upon completion of a purchase, you acknowledge that digital products, including software licenses and keys, are non-refundable and non-returnable, except in cases where the product is demonstrably defective. Customers are advised to thoroughly review their selected products prior to purchase. If a digital key is non-functional and this issue is reported within 24 hours of purchase, a replacement key may be issued. We do not provide compensation for the discontinuation or withdrawal of software by the original software manufacturers.

Should you encounter any issues or have inquiries regarding our services or your purchases, our customer support team is available to provide prompt assistance and resolve issues. Our response time goal is to address all inquiries within a 12-hour period.

Disclaimer and Limitations of Liability

The materials and products on Digital Key Sale are provided on an "as is" and "as available" basis. We expressly disclaim all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee that the keys or licenses sold will meet your expectations or that the use of our website will be uninterrupted, timely, secure, or error-free.

The materials appearing on our website could include technical, typographical, or photographic errors. Digital Key Sale does not warrant that any of the materials on its website are accurate, complete, or current. Changes to the materials contained on our website may be made at any time without notice. We do not make any commitment to update the materials.

In no event will Digital Key Sale, its directors, employees, or agents be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use or inability to use the digital keys or licenses, even if Digital Key Sale or an authorized representative has been notified orally or in writing of the possibility of such damage. You acknowledge that the operation of digital keys and licenses may be affected by various factors, including but not limited to the discontinuation of the software by its manufacturer. Digital Key Sale is not responsible for any loss or damage arising from such discontinuations, nor do we have control over the performance of the software once the key is delivered.

Because some jurisdictions do not allow limitations on implied warranties or limitations of liability for consequential or incidental damages, some of the above limitations may not apply to you. It is your responsibility to check local laws for any restrictions or limitations regarding the exclusions of implied warranties.

Accuracy of Materials

The materials provided on the Digital Key Sale website are intended for general information purposes only and are not comprehensive. Digital Key Sale does not guarantee the accuracy, completeness, likely results, or reliability of the use of the materials found on this website or any sites linked to or from this site. Decisions based solely on the information presented on our site are made at your own risk. We recommend consulting additional sources of information to support your decision-making processes.

Digital Key Sale assumes no responsibility for errors or omissions in the contents on the service. Information provided on our website may be changed or updated without notice, and we do not commit to updating the materials. Users are responsible for monitoring changes to our site to stay informed of current information and policies.

Additional Tools

Please note that our website may include third-party tools which are outside of our control. The access to said tools is provided on an 'as is' basis with no warranties, expressed or implied, and without any endorsement. We are not liable for the use of the third-party tools provided on our website. You are solely responsible for any risks associated with using said tools, we recommend reading the relevant third-party tools in the future.

Links

Digital Key Sale has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement, approval or control by Digital Key Sale of the site. Use of any such linked site is at your own risk and we strongly advise you make your own investigations with respect to the suitability of those sites.

Inaccuracies and Mistakes

Please note that any content available on our website may contain typographical errors, inaccuracies, or mistakes related to the service's description, pricing, promotion, and availability. We have the right to cancel or update any existing services should any information provided by us be proven inaccurate. Said information can be amended at any time without prior notice. Please note that we are not obligated to clarify any of the information related to our website and service, including pricing information, except as required by law.

Indemnification

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (1) your Contributions; (2) use of the website; (3) breach of these Terms of Service; (4) any breach of your representations and warranties set forth in these Terms of Service; (5)

your violation of the rights of a third party, including but not limited to intellectual property rights; or (6) any overt harmful act toward any other user of the website with whom you connected via the website.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Right to Terminate

We may suspend or terminate your right to use our website and terminate these Terms of Service immediately upon written notice to you for any breach of these Terms of Service.

Severance

Any term of these Terms of Service which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity of the remainder of these Terms of Service is not affected.

Entire Agreement

These Terms of Service and any policies or operating rules posted by us on the website or with respect to the website constitute the entire agreement and understanding between you and us. Our failure to exercise or enforce any right or provision of these Terms of Service shall not operate as a waiver of such right or provision. These Terms of Service operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control.

If any provision or part of a provision of these Terms of Service is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms of Service and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment, or agency relationship created between you and us as a result of these Terms of Service or use of the website. You agree that these Terms of Service will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms of Service and the lack of signing by the parties hereto to execute these Terms of Service.

Governing Law

These Terms of Service are governed by and construed in accordance with the laws of Australia. You irrevocably submit to the exclusive jurisdiction of the courts in that location.