Terms of Use

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DIGIUS, and all affiliated companies currently provides users with access to sales training resources (training videos, training books, educational software, etc.), various reference and communication tools (newsletters, blogs, articles, etc.), forums, shopping services, advertising and marketing services, social media services, and personalized content (collectively referred to as the "Services"). You also understand and agree that the Service may include sponsorships or advertisements. Most of these Services of DIGIUS are provided free of charge. Unless explicitly stated otherwise, any new features that augment the current Service, including the release of new content.

Any and all DIGIUS services shall be subject to the Terms of Use. You understand and agree that any and all Service is provided "AS-IS" and that DIGIUS assumes no responsibility for the timeliness, deletion, delivery problems or failure to store any user communications or personalization settings.

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Changes to Terms. These Terms, or any part thereof, may be modified by us, including the addition or removal of terms at any time, and such modifications, additions or deletions will be effective immediately upon posting. Your use of the Websites after such posting shall be deemed to constitute acceptance by you of such modifications, additions or deletions.

Changes to Websites. We may change or discontinue any aspect, service or feature of the Websites at any time, including, but not limited to, content, availability, and equipment needed for access or use.

Registration. You may be given the opportunity to register via an online registration form or by participating in Interactive Areas (as defined below), such as forums and other community features, to create a user account ("Your Account") that may allow you to receive information from us and/or to participate in certain features on the Websites. We will use the information you provide in accordance with the Privacy Policy. By registering you represent and warrant that all information that you provide is current, complete and accurate to the best of your knowledge. You agree to maintain and promptly update your information on the Websites so that it remains current, complete and accurate. You are responsible for obtaining and maintaining all connectivity, computer software, hardware and other equipment needed for access to and use of the Websites and all charges related to the same. The purchase of certain products and services on DIGIUS, may require registration for a user account ("User Account"). Should you choose to register, you agree to provide true, complete and accurate registration information ("Registration Information"). You are responsible for updating and maintaining the accuracy of Registration Information. If you provide any Registration Information that is untrue or inaccurate, not current, or incomplete, or if DIGIUS, suspects that your Registration Information is untrue, inaccurate, or incomplete, then DIGIUS, may, in its sole discretion, suspend, terminate, or refuse future access to DIGIUS, . Registration Information will be subject to the DIGIUS, Privacy Policy (which is incorporated by reference herein). You are responsible for maintaining the secrecy and security of any personal or User Account Information. You are responsible and liable for any conduct on DIGIUS, under your User Account. DIGIUS, is not responsible for any unauthorized use of your User Account. If you believe there has been unauthorized use of your User Account, you must notify DIGIUS, immediately. Only the authorized license user is permitted to use the password protected account within DIGIUS, . If anyone loans or discloses their Username and Password or otherwise knowingly or unknowingly allows unauthorized access into the fee-based products, the original site license holder shall be responsible for and will be billed for any and all purchases an unauthorized user makes on DIGIUS.

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The Forum Moderators assume no responsibility or liability arising from the content of any User Submissions, nor any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within any User Submission on DIGIUS, . You are strictly prohibited from submitting or transmitting to the Forum Moderators any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material that could be constitute or encourage

conduct that would be considered criminal offense, give rise to civil liability, or otherwise violate any law. The Forum Moderators will fully cooperate with any law enforcement authorities or court order requesting or directing it to disclose the identity or anyone posting any such information or materials.

All User Submissions will be treated as non-confidential and non-proprietary. Anything you submit or transmit to DIGIUS, or post shall be deemed the property of and may be used by the Forum Moderators for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, the Forum Moderators are free to use and shall be deemed to own, any ideas, concepts, know-how, or techniques contained in any User Submission you submit or transmit to DIGIUS, for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products using such information. Disclosure, submission, or offer of any User Submissions to DIGIUS, shall constitute an assignment to the Forum Moderators of all worldwide rights, titles, and interests in all copyrights and other intellectual property rights in such User Submission.

The Forum Moderators may edit, copy, publish, distribute, translate, and otherwise use in any medium any User Submission that you submit or transmit to the Forum Moderators and will own exclusively all such rights, titles, and interest and shall not be limited in any way in its use, commercial or otherwise, of the submission. The Forum Moderators are and shall continue to be under no obligation to maintain any User Submission in confidence, to compensate you or any other user for any User Submission, or to respond to any of your or any other user's User Submission.

User Content Guidelines. The following terms apply to content submitted by you: The Websites may contain comments sections, discussion forums, or other interactive features ("Interactive Areas") in which you may post or upload user-generated content, comments, video, photos, messages, other materials or items (collectively, "User Content"). You are solely responsible for your use of any Interactive Areas and you use them at your own risk. Interactive Areas are available for individuals aged 13 years or older. By submitting User Content to an Interactive Area, you represent that you are 13 years of age or older and, if you are under the age of 18, you either are an emancipated minor or have obtained the legal consent of your parent or legal guardian to enter into these Terms, submit content, and participate on the Websites. By attending any Event, you hereby irrevocably grant to DIGIUS, , affiliates, designees, successors, assigns and licensees, the right to film and otherwise record you and use your name, image and likeness in any and all media for any purpose, including, without limitation, advertising and promotional purposes as well as in, on or in connection with future DIGIUS events and/or other events produced by DIGIUS, or any of DIGIUS, 's affiliates and hereby release DIGIUS, and each of the respective designees, successors, assigns, licensees and affiliates from any liability with respect thereto.

By submitting any User Content or participating in an Interactive Area within or in connection with the Websites, you agree that you will not upload, post or otherwise transmit any User Content that (a) violates or infringes in any way upon the rights of others, including any statements which may defame, harass, stalk or threaten others; (b) you know to be false, misleading or inaccurate; (c) contains blatant expressions of bigotry, racism,

racially or ethnically offensive content, hate speech, abusiveness, vulgarity or profanity; (d) contains or advocates pornography or sexually explicit content, pedophilia, incest, bestiality, or that is otherwise obscene or lewd; (e) violates any law or advocates or provides instruction on dangerous, illegal, or predatory acts, or discusses illegal activities with the intent to commit them; (f) advocates violent behavior; (g) poses a reasonable threat to personal or public safety; (h) contains violent images of killing or physical abuse that appear to have been captured solely, or principally, for exploitative, prurient, or gratuitous purposes; (i) is protected by copyright, trademark, trade secret, right of publicity or other proprietary right without the express permission of the owner of such copyright, trademark, trade secret, right of publicity or other proprietary right. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by DIGIUS, , in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on the Websites; (j) does not generally pertain to the designated topic or theme of any Interactive Area; (k) contains any unsolicited or unauthorized advertising or promotional materials with respect to products or services, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation; or (I) uses the name or likeness of an identifiable natural person without such person's consent. The burden of determining that any User Content is not protected by copyright, trademark, trade secret, right of publicity or other proprietary right rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, trademarks, trade secrets, rights of publicity or other proprietary rights or any other harm resulting from such a submission. Any person determined by DIGIUS, , in its sole discretion, to have violated the intellectual property or other rights of others shall be barred from submitting or posting any further material on the Websites.

You agree not to upload, post or otherwise transmit any User Content, software or other materials which contain a virus or other harmful or disruptive component.

You agree not to use any technology, service or automated system to post more User Content than an individual could upload in a given period of time. You also agree not to direct any third party to use these services, technologies or automated systems on your behalf. Any conduct that we, in our sole discretion, believe restricts or inhibits anyone else from using or enjoying the Websites will not be permitted. We reserve the right, in our sole discretion, to remove or edit User Content submitted by you.

We are not responsible for the accuracy or credibility of any User Content, and do not take any responsibility or assume any liability for any actions you may take as a result of reading User Content posted on the Websites. Through your use of Interactive Areas, you may be exposed to content that you may find offensive, objectionable, harmful, inaccurate or deceptive. There may also be risks of dealing with underage persons, people acting under false pretense, international trade issues and foreign nationals. By using Interactive Areas, you assume all associated risks. We have the right, but not the obligation, to monitor User Content posted or uploaded to the Websites to determine compliance with these Terms and

any operating rules established by us and to satisfy any law, regulation or authorized government request. Although we have no obligation to monitor, screen, edit or remove any of the User Content posted or uploaded to the Websites, we reserve the right, and have absolute discretion, to screen, edit, refuse to post or remove without notice any User Content posted or uploaded to the Websites at any time and for any reason, and you are solely responsible for creating backup copies of and replacing any User Content posted to the Websites at your sole cost and expense. The decision by DIGIUS, to monitor and/or modify User Content does not constitute nor shall it be deemed to constitute any responsibility or liability in any manner on our part in connection with or arising from your use of Interactive Areas on the Websites.

By submitting User Content to the Websites, you automatically grant us a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to use, publish, reproduce, modify, adapt, edit, translate, create derivative works from, incorporate into other works, distribute, sublicense (through multiple tiers) and otherwise exploit such User Content (in whole or in part) in any form, media or technology now known or hereafter developed, without payment to you or to any third parties. Additionally, to the fullest extent permitted under applicable law, you waive your moral rights in the User Content and agree not to assert such rights against us. You represent and warrant to us that you have the full legal right, power and authority to grant to us the license provided for herein, that you own or control the complete exhibition and other rights to the User Content you submitted for the purposes contemplated in this license and that neither the User Content nor the exercise of the rights granted herein shall violate these Terms, or infringe upon any rights, including the right of privacy or right of publicity, or constitute a libel or slander against, or violate any common law or any other right of, or cause injury to, any person or entity. You further grant to us the right, but not the obligation, to pursue at law any person or entity that violates your or our rights in the User Content by a breach of these Terms.

User Conduct Guidelines. The following terms apply to your conduct when accessing or using the Websites: (a) you agree not to interfere with or disrupt the Websites or the servers or networks connected to the Websites, or disobey any requirements, procedures, policies or regulations of networks connected to the Websites; (b) you agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purpose, any portion of the Websites, use of the Websites, or access to the Websites; (c) you agree not to engage in any activity that would constitute a criminal offense or give rise to a civil liability; (d) you agree not to impersonate any person or entity, including, but not limited to, DIGIUS, or any DIGIUS, employee, or falsely state or otherwise misrepresent your affiliation with any person or entity; and (e) you agree not to interfere with any other user's right to privacy, including by harvesting or collecting personally-identifiable information about users of the Websites or posting private information about a third party.

Live Events. If you attend one of our live events, you will be part of an event that is live streaming and recorded. Additionally, there will be still photographs and video segments taken throughout the event by DIGIUS, and any other third-party participant, such as speakers and sponsors. Therefore, the purchase of any live event ticket is made with the understanding that it also contains a WAIVER AND RELEASE, and that you agree to the following:

I irrevocably grant permission to DIGIUS, and all affiliated companies, to use my likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other consideration. I waive any right to inspect or approve the finished product wherein my likeness appears. Additionally, I waive any right to royalties or other compensation arising or related to the use of the photo. My actual testimony will not be edited. I acknowledge that there will be no compensation for my testimonial. I understand and agree that all photos and videos will become the property of DIGIUS, and all affiliated companies and will not be returned.

I hereby hold harmless, release, and forever discharge DIGIUS, and all affiliated companies from all claims, demands, and causes of action which I, my heirs, representatives, executors, administrators, or any other persons acting on my behalf or on behalf of my estate have or may have by reason of this authorization. If my testimony is cut or not used, I agree that this was at the artistic discretion of DIGIUS, and all affiliated companies and or its affiliates and that I will not take legal action. I also agree that any claims will be arbitrated through the Polish Court of Arbitration and that the jurisdiction over all claims is Warsaw, Poland.

I hereby RELEASE, WAIVE and FOREVER DISCHARGE any and all claims arising out of, or in connection with, such use by DIGIUS, and all affiliated companies, including without limitation any and all claims for libel or invasion or privacy. I have read the above Release and am fully familiar with the contents thereof. This Release contains the entire agreement between the parties hereto and supersedes any other Agreement that may exist.

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NO GUARANTEE OF RESULTS. We don't guarantee results or offer legal advice. Any testimonials showing our success or our students' success are not to be interpreted as common, typical, or expected. Some testimonials are from students who now work as a DIGIUS coach or trainer. It takes education, drive and hard work to reach your goals.

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Jurisdiction. This Agreement is governed by and shall be construed in accordance with the laws of the State of Florida without regard to its principles of conflicts of law. In the event of a dispute arising under or relating to this Agreement, the Site or the Materials, you agree to the exclusive jurisdiction of the federal and state courts located in the State of Florida, and waive any jurisdictional, venue, or inconvenient forum objections to such courts. The Site is controlled and operated by Cardone Training Technologies, Inc. from its principal office in Miami Beach, Florida and is not intended to subject DIGIUS, to the laws or jurisdiction or any state, country, or territory other than that of Florida and of the United States of America.

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- *All digital products are excluded from the 100% money back guarantee and non-refundable.
- * Offers cannot be used in conjunction with each other unless otherwise stated.

Account Status

If your account is in arrears or not in good standing for any reason, then any special offers, flash sales, deals, bonuses, gifts with purchase, coupons, discounts and incentives are not available for use.

Again, be sure to return to these Terms periodically to review the most current version of the Policy. We reserve the right at any time, at our sole discretion, to change or otherwise modify this Policy without prior notice; however, the date of any effective changes shall be reflected at the top of this page and upon request we will provide you with information regarding any changes made.

Electronic Communications: When you visit the Website or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail, using messengers or by posting notices on the Website. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

We may discontinue the Website at any time and for any reason, without notice. We may change the contents, operation, or features of the Website at any time for any reason, without notice.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms of Use or your use of the Website. Nothing contained in these Terms of Use is in derogation of our right to comply with governmental, court, and law enforcement requests or requirements relating to your use of the Website or information provided to or gathered by us with respect to such use. A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Our failure to enforce any provision of these Terms of Use or respond to a breach by you or others shall not constitute a waiver of our right to enforce any other provision of these Terms of Use as to that breach or any other.

If any provision of these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

These Terms of Use constitute the entire agreement between you and us regarding the Website and supersedes any prior or contemporaneous agreement regarding that subject matter.

By purchasing any item, product or event from this website, you acknowledge and agree to be bound by the terms and conditions set forth in this Policy as well as the Refund Policy and Privacy Policy. If you do not agree to these Policies, please do not purchase anything and don't enter into any transaction with us.

Be sure to return to these Terms periodically to review the most current version. We reserve the right at any time, at our sole discretion, to change or otherwise modify these Terms without prior notice; however, the date of any effective changes shall be reflected at the bottom of this page and upon request we will provide you with information regarding any changes made. This policy was last updated on July 1, 2020.