

## Terms of Purchase – Digital Wealth Academy Affiliate Program

Last Modified: February 17, 2025

1. **PARTIES.** In consideration of being permitted to participate in the Digital Wealth Academy Affiliate Program (the “Services”), and the value you will gain by participating, you hereby agree to these Terms of Purchase. These Terms of Purchase are entered into between you (hereinafter “you” or “Affiliate”) and THE DIGITAL WEALTH ACADEMY LLC, a Florida limited liability company (hereinafter “Company”, “we” or “us”). You and the Company are collectively referred to herein as the “Parties”.
2. **ACCEPTANCE OF TERMS OF PURCHASE.** The following Terms of Purchase (“Terms”) govern your use of and access to the Services. These Terms are legally binding and it is your responsibility to read them before you begin to use or access the Services. Your act of selling the Digital Wealth Academy online course (hereinafter the “Product”) and participating in the Services constitutes your acceptance of these Terms, including any modifications or updates that Company may make to these Terms from time to time. Any such modifications or updates will be effective immediately upon notice to you, which may be given by any reasonable means including via email or through an update posted on a website provided by Company.
3. **TERM AND TERMINATION.** These Terms shall be effective on the date of Affiliate’s registration for the Services and shall continue in full force until terminated as provided herein. Affiliate’s participation in the Services may be terminated by either Party at any time with or without cause, including but not limited to if Company decides to cease business operations or discontinue the sale of the Product and/or the Affiliate Program. Affiliate may only earn payouts if Affiliate is in good standing during the term. If Affiliate terminates their participation in the Services, Affiliate will only qualify to receive payouts earned prior to the date of termination. If Affiliate fails to follow these Terms or any other legal terms Company has posted anywhere on its website or websites, Affiliate forfeits all rights, including the right to any unclaimed payout. Company specifically reserves the right to terminate Affiliate’s participation in the Services if Affiliate violates any of these Terms outlined herein, including, but not limited to, violating the intellectual property rights of the Company or a third party, failing to comply with applicable laws or other legal obligations, and/or publishing or distributing illegal material.
4. **AFFILIATE PROGRAM.** Affiliate must ensure registration is set up thoroughly, including providing Company with specific payout information and location (such as a bank or online account which we may use to post payment). Company will provide Affiliate with a unique affiliate payment link which corresponds to the Product (collectively, the “Affiliate Link”). The Affiliate Link will be keyed to Affiliate’s identity to track all purchases made through the Affiliate Link. Company reserves the right to modify the Affiliate Link and will notify Affiliate if the Affiliate Link is modified.
5. **PAYOUT INFORMATION.** Payout will only be available when Company has Affiliate’s current payment information. Company explicitly reserves the right to change payout information in Company’s sole and exclusive discretion. If Company does so, Affiliate will be promptly notified. Affiliate will be paid a total of 85% of all sales of the Product purchased through the Affiliate’s unique Affiliate Link and Company will retain the remaining 15%. For any disputes as to payout, the Company must be notified within thirty (30) days of Affiliate’s receipt of the payout. Company will review each dispute notification as well as the underlying payout transaction to which it is related. Disputes filed after thirty (30) days of payout will not be addressed and will be considered waived by Affiliate.
6. **PROMOTIONS.** Affiliates are not permitted to promote or advertise any discounts, sales, or special offers related to the Product unless expressly approved and first announced by Company. Company will notify Affiliate in advance of any approved promotions. Once the promotion is officially announced by the Company, Affiliate may advertise and extend the same offer in compliance with the Company’s guidelines. Unauthorized promotions may result in termination of the Affiliate relationship.
7. **Intellectual Property.** Affiliate hereby agrees that the intellectual property owned by the Company includes all copyrights, trademarks, trade secrets, patents, and other intellectual property belonging to the Company, including but not limited to the Product (“Company IP”). Subject to the limitations listed below, Company hereby grants Affiliate a non-exclusive, non-transferable, revocable license to access Company websites in conjunction with the Affiliate Program and use the Company IP solely and exclusively in conjunction with identifying Company and its brand on the Affiliate’s website and/or social media accounts to send customers to Company’s website(s) and the Affiliate Link. Affiliate may not modify the Company IP in any way and Affiliate is only permitted to use the Company IP if Affiliate is an Affiliate in good standing with Company. Company may revoke this license at any time and if Company finds that Affiliate is using the Company IP in any manner not contemplated by these Terms, Company reserves the right to

terminate this Agreement. Other than as provided herein, Affiliate is not permitted to use any of the Company IP or any confusingly similar variation of the Company IP without Company's express prior written permission. This includes a restriction on using the Company IP in any domain or website name, in any keywords or advertising, in any metatags or code, or in any way that is likely to cause consumer confusion.

8. **RELATIONSHIP OF THE PARTIES.** Nothing contained herein shall be construed to form any partnership, joint venture, agency, franchise, or employment relationship. Affiliate is an independent contractor of the Company and will remain so at all times.
9. **NON-EXCLUSIVITY.** These Terms do not create an exclusive relationship between Company and Affiliate. Affiliate is free to work with similar affiliate program providers in any category. These Terms impose no restrictions on Company to work with any individual or company that Company may choose.
10. **NON-DISPARAGEMENT.** The Parties agree that they shall not disparage, criticize, or defame the other Party, its affiliates and their respective affiliates, directors, officers, agents, partners, stockholders or employees. Nothing in this section apply to any evidence or testimony required by any court, arbitrator or government agency.
11. **MATERIAL DISCLOSURES AND COMPLIANCE WITH FTC GUIDELINES.** When publishing posts/stories about Company's Product or services, Affiliate must clearly disclose a "material connection" with Company, including the fact that Affiliate is making a commission as part of the Affiliate Program. The disclosure should be clear and prominent and made in close proximity to any statements that Affiliate makes about Company or Company's Product or services.
12. **MODEL RELEASE.** Affiliate grants Company, its successors, and designees, without payment or further obligation, full ownership in all videos and photographs taken by or provided to Company or Company's agents, of which any part contain any or part of the image and/or likeness of Affiliate. Affiliate hereby releases Company, its affiliates and related entities, current and former employees, officers, directors, shareholders, partners, members, managers, agents, attorneys, successors and assigns from any claims, actions, damages, demands, causes of actions, debts, liabilities, controversies, judgments and suits of every kind and nature whatsoever, foreseen, unforeseen, known or unknown, that arise out of or relate to the use of the videos and photographs which contain any or part of the image and/or likeness of Affiliate.
13. **MARKETING RESTRICTIONS.** Any marketing or promotional activities conducted by the Affiliate must accurately reflect the Product's purpose and capabilities. Marketing of the Product under false pretenses, misrepresentation, or any form of deceptive practice is strictly prohibited and constitutes a material breach of these Terms. Affiliate shall bear all responsibility and liability for any false, misleading, or inaccurate representations made in relation to the Product. Company does not endorse or permit the use of income claims for the purpose of marketing the Product unless there is an express and written earnings disclaimer prominently featured with such marketing materials. Affiliate agrees to indemnify Company from any damages sought from the Affiliate that are a direct result from advertising income claims. Affiliate agrees that they are responsible for their own business and that Company is not a part of nor endorses the actions of their business entity.
14. **AGREEMENT MODIFICATION.** Affiliate acknowledges and agrees that these Terms constitute the complete and exclusive statement of the agreement between the Affiliate and Company, and that it supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of these Terms. Affiliate is not permitted to modify or amend these Terms in any manner without the express written consent of Company. Any such unauthorized modification or amendment will be null and void. Affiliate agrees not to enter into any other contract or agreement that would supersede, alter, or conflict with these Terms. Any such contract or agreement will be null and void to the extent that it conflicts with these Terms. Affiliate acknowledges and agrees that it is their sole responsibility to review these Terms periodically to familiarize themselves with any modifications. Continued use of the Product after any such modifications constitutes the Affiliate's agreement to such changes.
15. **REFUND POLICY.** Affiliate acknowledges and agrees that due to the nature of the Product, all sales of the Product are final and non-refundable. Affiliate must clearly communicate this return policy to their customers prior to the sale of the Product, ensuring that customers understand that they are purchasing a non-refundable product. Failure to comply with this return policy or any misrepresentation of it to customers may result in immediate termination of these Terms, at the sole discretion of Company, in addition to any other remedies available to Company under law or equity.
16. **CONFIDENTIAL INFORMATION.** Affiliate acknowledges that they may have access to confidential and proprietary information ("Confidential Information") of Company. Confidential Information includes but is not limited to customer lists, business plans, financial data, marketing plans, product specifications, and other proprietary knowledge related to the Product or Company. Affiliate agrees that they will not disclose, disseminate, or make available any Confidential Information received from Company, directly or indirectly, to any third party without the

prior written consent of Company. Affiliate further agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, dissemination, or publication of Confidential Information, including ensuring that any employees, contractors, or other agents who have access to Confidential Information sign a non-disclosure agreement.

17. **AUDIT RIGHTS.** Company reserves the right to audit, at its sole discretion and at any reasonable time, the Affiliate's books, records, and operations related to the use, sale, and distribution of the Product to ensure compliance with these Terms. Company reserves the right to inspect and approve the Product before it is made available to the public.
18. **INDEMNIFICATION.** Affiliate agrees to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Indemnified Party"), against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under these Terms, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related but not limited to: (a) any breach or non-fulfillment of any representation, warranty, or covenant contained in these Terms, or any other agreement contemplated hereby, by the Affiliate; (b) any use or misuse of the Product by the Affiliate or any third party gaining access to the Product through the Affiliate; or (c) any infringement of intellectual property rights arising from the Affiliate's unauthorized use or modification of the Product.
19. **LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law, in no event shall Company, its affiliates, directors, employees or its licensors be liable for any direct, indirect, punitive, incidental, special, consequential or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data or other intangible losses, that result from the use of, or inability to use, the Product. Under no circumstances will the Company be responsible for any damage, loss or injury resulting from hacking, tampering or other unauthorized access or use of the Product or the information contained therein beyond the purchase price of the Product. To the maximum extent permitted by applicable law, the Company assumes no liability or responsibility for any (a) errors, mistakes, or inaccuracies of content; (b) personal injury or property damage, of any nature whatsoever, resulting from the Affiliate's access to and use of the Product; (c) unauthorized access to or use of Company's secure servers and/or any and all personal information stored therein; (d) interruption or cessation of transmission to or from the Product; (e) bugs, viruses, trojan horses, or the like that may be transmitted to or through the Product by any third party; (f) errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Product; and/or (g) user content or the defamatory, offensive, or illegal conduct of any third party.
20. **ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES.** Use of the Product, sending emails to Company, and completing online forms constitute electronic communications. Affiliate consents to receiving electronic communications, and Affiliate agrees that all agreements, notices, disclosures, and other communications provided to Affiliate electronically by Company, via email and on the Product, satisfy any legal requirement that such communication be in writing. AFFILIATE HEREBY AGREES TO THE USE OF ELECTRONIC SIGNATURES, CONTRACTS, ORDERS, AND OTHER RECORDS, AND TO ELECTRONIC DELIVERY OF NOTICES, POLICIES, AND RECORDS OF THE TRANSACTIONS INITIATED OR COMPLETED BY COMPANY OR VIA THE PRODUCT. Affiliate hereby waives any rights or requirements under any statutes, regulations, rules, ordinances, or others laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.
21. **FORCE MAJEURE.** If either Party hereto is unable to perform any of its obligations, with the exception of payment, by reason of fire or other casualty, strike, act or order of public authority, global pandemic, administrative order by governmental authority, act of God, or other cause beyond the control of such Party (hereinafter, a "Force Majeure Event"), then such Party shall be excused from such performance during the pendency of such cause. COVID-19 and any related governmental orders or shutdowns are known phenomena and not Force Majeure events. The Party suffering a Force Majeure Event shall give written notice within five (5) days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized.
22. **PRIVACY.** Affiliate agrees that all information provided to Company to register for and participate in the Services including, but not limited to, through the use of any interactive features on the Company's website, is governed by Company's Privacy Policy, and Affiliate consents to all actions taken by Company with respect to Affiliate's information consistent with Company's Privacy Policy.
23. **WARRANTIES DISCLAIMER.** Affiliate's use and sale of the Product is at Affiliate's own risk and is provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.

24. **EARNINGS DISCLAIMER.** While Company may reference certain results, outcomes or situations in connection with the Product and the Services, Affiliate understands and acknowledges that Company makes no guarantee as to the accuracy of third-party statements made or the likelihood of success as a result of these statements. Affiliate understands that individual results and outcomes will vary. Company cannot guarantee Affiliate's success merely by Affiliate's use and sale of the Product or by Affiliate's participation in the Services. Any results provided in connection with the Product and/or Services are not guaranteed or typical.
25. **TECHNOLOGY DISCLAIMER.** Company makes reasonable efforts to provide Affiliate with modern, reliable technology. However, in the event of a technological failure, Affiliate accepts and acknowledges Company's lack of responsibility for said failure. Company cannot guarantee that all information provided in connection with the Product and Services is completely accurate, complete or up to date, and disclaim liability for any such errors or omissions.
26. **WARRANTIES AND REPRESENTATIONS.** Parties represent and warrant to each other that each is free to enter into and agree to these Terms and that this engagement does not violate the terms of any agreement between either Party and any third party. The Parties represent and warrant to each other that each is at least 18 years of age at the time of agreement to these Terms.
27. **ASSUMPTION OF RISK.** By using and selling the Product and participating in the Services, whether paid or unpaid, Affiliate assumes the risk of such access and any subsequent actions that Affiliate chooses to take as a result of the informational or educational materials provided to Affiliate.
28. **WAIVER.** The failure by Company to enforce any provision of these Terms will not constitute a present or future waiver of such provision nor limit Company's right to enforce such provision at a later time. All waivers by Company must be in writing to be effective.
29. **LIMITATION ON TIME TO FILE CLAIMS.** Any cause of action or claim Affiliate may have arising out of or relating to these Terms or the Product must be commenced within one (1) year after the cause of action accrues; otherwise such cause of action or claim is permanently barred.
30. **SEVERABILITY.** If any portion of these Terms is held to be invalid or unenforceable, the remaining portions of these Terms will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from these Terms, but the rest will remain in full force and effect.
31. **NOTICES.** All notices, claims, and demands made upon Company under these Terms must be in writing and addressed to Company at the email address set forth below. A notice by a Party is effective only if the Party giving the Notice has complied with the requirements of this Section.

Notice to Company:

The Digital Wealth Academy LLC  
Attention: Rachell Jova  
[Rachell@digitalwealthacademy.biz](mailto:Rachell@digitalwealthacademy.biz)

32. **GOVERNING LAW.** These Terms shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.
33. **MEDIATION.** In the event a dispute shall arise between the Parties that is related to or arises out of these Terms, the Parties agree to attempt to resolve the dispute through mediation. The mediation will take place in Hollywood, Florida or remotely via Zoom. The Parties agree to cooperate with one another in selecting a mediation service, and shall cooperate with the mediation service and with one another in selecting a neutral mediator and in scheduling the mediation proceedings. For a mediation, the parties will agree to use commercially reasonable efforts to begin the mediation within 15 business days of the selection of the mediator and to conclude the mediation with 30 days of the start of the mediation. The costs of the mediation will be equally split between the Parties. If the Parties fail to agree at the completion of the mediation, the requesting part may commence legal proceedings to resolve the dispute.
34. **JURISDICTION AND VENUE.** If the Parties cannot resolve any dispute for any reason, including, but not limited to, the failure of either party to agree to enter into mediation or agree to any settlement proposed by the mediator, either party may file suit in a court of competent jurisdiction in the state or federal courts of Florida and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.