

PLEASE READ OUR TERMS OF USE & CONDITIONS POLICY, PRIOR TO USING THIS WEBSITE OR PURCHASING ANY PRODUCT OR SERVICES FROM DIGITAL SOLUTIONS TECHNOLOGY PTE LTD.

These Terms of Use are an agreement (the "Agreement") between DIGITAL SOLUTIONS TECHNOLOGY PTE LTD ("DST," the "Company", "we" or "us") and you "you" or "User"). This Agreement sets forth the legal terms and conditions governing your use of this website (the "Site") and your purchase and/or use of any Company goods, services, software, or hardware (collectively referred to hereinafter as, "Offerings"). Any disputes will be handled in the EU"

Your use of the Site and all information, data, text, software, information, images, sounds or other materials contained therein, or your use or purchase of any other Offerings confirms your unconditional agreement to be bound by this Agreement and is subject to your continued compliance with the terms and conditions of this Agreement. If you do not agree to be bound by this Agreement, do not access or otherwise use the Site or participate in any of the Offerings.

This Agreement and any other terms and policies incorporated herein by reference (collectively, the "Other Policies"), constitute the entire agreement between you and us pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

The information and features included in this Site are subject to change at any time without notice. By accessing or linking to this Site (to the extent linking is permissible), you assume the risk that the information on this Site may be changed or removed.

1. MODIFICATIONS

We reserve the right at any time to:

Change the terms and conditions of this Agreement;

Enhance, add to, modify, or discontinue the Site or other Offerings, or any portion of the Site or other Offerings, at any time in our sole discretion.

From time to time, we reserve the right, in our sole discretion, to modify, update, add to, discontinue, remove, revise or otherwise change any portion of this Agreement, in whole or in part, at any time. For changes to this Agreement that we consider to be material, we will place a notice on the Site by revising the link on the homepage to read substantially as "Updated Terms of Use" for a reasonable amount of time. If you provide information to us, access or use the Site or participate in any Offering in any way after this Agreement has been changed, you will be deemed to have read, understood and consented to and agreed to such changes. The most current version of this Agreement will be available on the Site and will supersede all previous versions of this Agreement.

2. ACCESS

You must obtain access to the Internet and pay any service fees associated with such access to use the Site. In addition, you must provide all equipment necessary for you to access the Internet. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of any hardware, software, telephone (cable or other) service, and the Internet access service to your personal computer and for all related costs. You are solely responsible for scanning your hardware and software for computer viruses and other related problems before you use them. We expressly disclaim, subject to Section 12 of this Agreement, any liability or responsibility for any errors or failures relating to the malfunction or failure of your hardware or software in connection with the use of the Site or Offerings.

3. ELIGIBILITY

You represent and warrant that you are eighteen (18) years of age or older, or if you are under the age of eighteen (18). Certain features on this Site (including, but not limited to, user registration) and certain Offerings may be subject to heightened age and/or other eligibility requirements.

4. INFORMATION AND PRIVACY

If you provide information to the Site, you agree to provide accurate, current and complete information where requested and you agree to maintain and update such information as appropriate. We will use and maintain personal information that we collect through the Site in accordance to this agreement

5. OUR PROPRIETARY RIGHTS

This Site and all of the content it contains, or may in the future contain, including but not limited to articles, opinions, other text, directories, guides, photographs, illustrations, images, video and audio clips and advertising copy, as well as the trademarks, copyrights, logos, domain names, code, trade names, service marks, patents and any and all copyrightable material (including source and object code) and/or any other form of intellectual property (collectively, the "Material") are owned by or licensed to us or other authorized third parties and are protected from unauthorized use, copying and dissemination by copyright, trademark, publicity and other laws and by international treaties. Unless expressly permitted in writing by us, you shall not capture, reproduce, perform, transfer, sell, license, modify, create derivative works from or based upon, republish, reverse engineer, upload, edit, post, transmit, publicly display, frame, link, distribute, or exploit in whole or in part any of the Material. Nothing contained in this Agreement or on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Material in any manner without the prior written consent of us or such third party that may own the Material or intellectual property displayed on the Site. UNAUTHORIZED USE, COPYING, REPRODUCTION, MODIFICATION, PUBLICATION, REPUBLICATION, UPLOADING, FRAMING, DOWNLOADING, POSTING, TRANSMITTING, DISTRIBUTING, DUPLICATING OR ANY OTHER MISUSE OF ANY OF THE MATERIAL IS STRICTLY PROHIBITED. Any use of the Material other than as permitted by this Agreement will, subject to

Section 12 of this Agreement, constitute a violation of this Agreement and may constitute copyright and/or patent infringement. You agree not to use the Material for any unlawful purposes and not to violate our rights or the rights of others. You agree not to interfere or permit any third party to interfere with the normal processes or use of the Site by other users, including without limitation by attempting to access administrative areas of the Site. You are advised that we will fully and aggressively enforce our rights of the law. We may add, change, discontinue, remove, or suspend any of the Material at any time, without notice and without liability. DST, our logo, and the name of the products produced, marketed, sold, or distributed by the DST, are trademarks and/or service marks of DST or its affiliates. All other trademarks, service marks, and logos used on the Site or other Offerings are the trademarks, service marks or logos of their respective owners.

6. REGISTRATION

Certain areas of the Site may require registration or may otherwise ask you to provide information to participate in certain features or to access certain content. The decision to provide this information is purely voluntary and optional; however, if you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Site. If you register with the Site, you agree to accept responsibility, subject to Section 12 of this Agreement, for all activities that occur under your account, email or password, if any, and agree you will not sell, transfer or assign your membership, any membership rights or any Site issued email address or e-card/e-message functionality. You are responsible for maintaining the confidentiality of your password, if any, and for restricting access to your computer so that others may not access the password protected portion of the Site or your Site issued email account using your name in whole or in part. We may, in our sole discretion, and at any time, with or without notice, terminate your access and membership, for any reason or no reason at all.

7. COPYRIGHTS

DST respects the intellectual property of others and we ask our users to do the same. If you believe that any Website Content infringes the copyright in a work that is owned or controlled by you or if you believe that your work has been copied in a way that constitutes copyright infringement.

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; A description of the copyrighted work that you claim has been infringed, or if multiple copyrighted works are covered by a single notification, a representative list of such works; The exact URL or a description reasonably sufficient to permit DST to locate where the alleged infringing material is located on the Site;

Your name, address, telephone number and email address;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law and does not qualify as fair use;

A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are either the copyright owner or authorized to act on the copyright owner's behalf.

8. PROMOTIONS

This Site may contain promotions that require you to send material or information about yourself. Please note that promotions offered via the Site may be, and often are, governed by a separate set of rules that, in addition to describing such sweepstakes, contest or promotion, may have eligibility requirements, such as certain age or geographic area restrictions, terms and conditions governing the use of material you submit, and disclosures about how your personal information may be used. It is your responsibility to read such rules to determine whether or not you want to and are eligible to participate, register and/or enter. By entering any such sweepstakes, contest or other promotion, you agree to comply with abide by such rules and the decisions of the sponsor(s) identified therein, which shall be final and binding in all respects.

9. LINKS

We may provide links to third party web sites or resources. Our provision of such links is not an endorsement of any information, product or service reached through such link. We are not responsible for the content or performance of any portion of the Internet including other Worldwide Websites to which the Site may be linked for from which the Site may be accessed. You are requested to inform us of any errors or inappropriate material found on Websites to which this Site is or may be linked.

10. ERRORS

Although we attempt to maintain the integrity of the Site and other Offerings, we make no guarantee as to the accuracy or completeness of the Site or other Offerings. If you believe that you have discovered an error in the Site or other Offerings, please contact us at 866-866-4744 and include, if possible, a description of the error, its URL location, and your contact information. We will make reasonable efforts to address your concerns.

11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

YOU UNDERSTAND AND AGREE THAT THIS SITE AND ALL MATERIAL AND INTELLECTUAL PROPERTY CONTAINED ON IT ARE DISTRIBUTED "AS IS" "AS AVAILABLE" "WITH ALL FAULTS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. YOU MAY HAVE OTHER RIGHTS WHICH VARY BY JURISDICTION.

YOU AGREE THAT WE AND OUR PARENTS, AFFILIATES, SUBSIDIARIES, LICENSORS AND ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS (COLLECTIVELY, THE

"RELEASED PARTIES"), ARE NOT LIABLE TO YOU FOR DAMAGES OF ANY KIND, WHETHER BASED IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OR RESULTING IN ANY WAY FROM OR IN CONNECTION WITH THIS SITE, THE OFFERINGS, THE USER FORUMS, THE MATERIAL, OR ANY ERRORS OR OMISSIONS IN ITS TECHNICAL OPERATION OR THE MATERIAL, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, THEFT OR DESTRUCTION OF, OR UNAUTHORIZED ACCESS TO, THIS SITE OR ITS RELATED INFORMATION OR PROGRAMS. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, IN NO EVENT AND UNDER NO CIRCUMSTANCES WILL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY REASON OR ANY CAUSE OF ACTION WHATSOEVER IN AN AMOUNT GREATER THAN FIFTY DOLLARS (\$50). SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, AND/OR THE DISCLAIMER OF SOME TYPES OF DAMAGES, SO SOME OF THE ABOVE MIGHT NOT APPLY TO YOU

We make no representation or warranty whatsoever regarding the completeness, accuracy, currency or adequacy of any information, facts, views, opinions, statements, or recommendations contained on this Site, in any Offering and/or the Material. Reference to any product, process, publication, or service of any third party by trade name, domain name, trademark, service mark, logo, manufacturer or otherwise does not constitute or imply its endorsement or recommendation by us. Views and opinions of users of this Site do not necessarily state or reflect those of DST. Users are responsible for seeking the advice of professionals, as appropriate, regarding the information, opinions, advice, or content available at this Site.

The Internet may be subject to breaches of security. We are not responsible for any resulting damage to any user's computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that email submissions over the Internet may not be secure, and you should consider this before submitting any information to anyone over the internet. We make no representation or warranty whatsoever regarding the suitability, functionality, availability, or operation of this Site. This Site may be temporarily unavailable due to maintenance or malfunction of computer equipment.

BY ACCESSING THIS SITE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA OF THE UNITED STATES OF AMERICA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

NOTICE TO UNITED STATES RESIDENTS OF NEW JERSEY: Your rights are protected under the Truth-in-Consumer Contract, Warranty and Notice Act and New Jersey law generally. The following provisions in these Terms of Use do not apply to you and are not intended to vary, diminish or alter your rights under New Jersey law: specifically, nothing in these Terms of Use limits, varies, diminishes, affects, or otherwise voids or alters your rights under New Jersey law as they relate to limitations of liability or exculpation (including, but not limited to, limitations on indirect, incidental, special, exemplary, consequential or similar damages), dispute resolution, indemnification, venue or jurisdiction, statutes of limitation or repose periods for bringing claims, plain language requirements, representations and warranties of any type or nature (including, but not limited to, conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement), contract remedies, personal injury, tort and negligence claims, conditions of sale, fee-shifting provisions, waiver of attorney fees and/or costs, and copyright. Your rights regarding these specific provisions will be governed by New Jersey law. In the event of any conflict between these Terms of Use and New Jersey law, New Jersey law shall govern.

12. INDEMNIFICATION

BY USING THIS SITE YOU AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY THIRD PARTY CLAIMS, ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR RELATING TO: YOUR BREACH OF YOUR REPRESENTATIONS, WARRANTIES, COVENANTS OR AGREEMENTS HEREUNDER; YOUR VIOLATION OF THIS AGREEMENT OR ANY LAW; YOUR USE OF THIS SITE AND/OR THE MATERIAL IN VIOLATION OF THIS AGREEMENT; INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR MEMBERSHIP OR DISTRIBUTORSHIP ACCOUNT, EVEN IF NOT SUBMITTED BY YOU, THAT INFRINGES ANY COPYRIGHT, TRADEMARK, TRADE SECRET, TRADE DRESS, PATENT, PUBLICITY, PRIVACY OR OTHER RIGHT OF ANY PERSON OR DEFAMES ANY PERSON; ANY MISREPRESENTATION MADE BY YOU; AND/OR OUR USE OF YOUR INFORMATION. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN COMPANY'S DEFENSE OF ANY CLAIM. COMPANY RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT IN ANY EVENT SETTLE ANY SUCH MATTER WITHOUT OUR WRITTEN CONSENT, SUBJECT TO SECTION 12 OF THIS AGREEMENT

13. TERMINATION; MODIFICATION

We will determine, subject to Section 12 of this Agreement, your compliance with this Agreement in our sole discretion and our decision shall be final and binding. Any violation of this Agreement may result in restrictions on your access to all or part of the Site and may be referred to law enforcement authorities. No waiver of any of this Agreement shall be of any force or effect unless made in writing and signed by a duly authorized officer of DST. We reserve the right to modify or discontinue this Site, or any portion thereof without notice to you or any third party. Upon termination of your membership, distributorship, or access to the Site, or upon demand by DST,

you must destroy all materials obtained from this Site and all related documentation and all copies and installations thereof. You are advised that we will aggressively enforce our rights to the fullest extent of the law.

If any provision of this Agreement is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions of this Agreement, which will remain in full force and effect. The section titles in this Agreement are for your convenience only and do not have any legal or contractual effect.

14. OPERATING UNDER EU LAW

Information contained on this Site may not be appropriate or available for use in other locations, and access to this Site from territories where the content of the Site may be illegal is prohibited. If you choose to access the Site or other Offerings from locations inside or outside of the United States, you are responsible for compliance with local laws if, and to the extent that, such local laws are applicable.

We reserve the right, in our sole discretion, to limit the availability of the Site or other Offerings to any person, geographic area, IP/DNS tracking or jurisdiction at any time.

15. CHOICE OF LAW AND VENUE

Any dispute between you and us must be brought in the EU within ninety (90) days of the occurrence of the facts giving rise to the cause of action, otherwise the cause shall be forever barred. You hereby consent and submit to the exclusive personal jurisdiction and venue of the courts located in the EU. This Section 15 applies subject to the provisions of Section 12 of this Agreement.

16. CONTACT US

If you have any questions, comments, or concerns about our Site, any Offerings or this Agreement, you may contact us at support@digitalsolutionstechnology.com

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