

**Data we collect.**

During your use of our website, we collect personally identifiable information in order to properly provide you with our services. We collect the following information from you upon signup and purchase:

- Discord ID.
- Discord username.
- Discord profile picture.
- Email connected to Discord account.

Certain non-personable identifiable information relating to your site usage is also collected automatically. This includes:

- Time of access.
- IP address of session.

**How we use your data.**

Your personally identifiable information is used in order for us to provide you with our services. Your Discord information is collected so we can optionally add you to a Discord server upon purchase, and so we can display your identity to you upon login. This data also helps us analyze the usage of our site and keep track of our userbase. Some specific examples include:

- Creating a user account connected to your Discord account.
- Sending you updates and notifications to your Discord account.
- Adding you to a Discord server upon purchase or activation.
- Responding to your specific inquiries and service requests.

**Third party disclosure.**

We will never share your personally identifiable, or non-personally identifiable information with any third parties except:

- When you have given your express consent.
- When we in good-faith judgment, determines it needs to provide your information to a third party to deliver services you requested.
- When disclosure is required by law, or to protect the rights, property, or personal safety of personnel, or members of the public.
- When ownership is transferred.

**Security and information protection.**

We maintain organizational, technical, and administrative measures designed to protect personal data within our organization against unauthorized access, destruction, loss, alteration or misuse. Your Personal Data is only accessible to a limited number of personnel who need access to the information to perform their duties. We retain your personally identifiable data until our site terminates, or you request the destruction of your data. All payment processing is conducted via Stripe and we never have access to your payment data. We do not store your passwords, and encrypt all sensitive keys. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your account has been compromised), please contact us immediately.

## **Your rights.**

As a user, you can exercise your individual rights in respect of your personal data. You may contact us to request the destruction, amendment, or review of the personally identifiable information stored in our site.

## **Cookies**

Cookies are small text files placed on your computer, smartphone or other device and are commonly used on the internet. We use cookies and similar technologies to:

- Collect information about your browsing session
- Remember your login session
- Display the appropriate information to you
- Temporarily store any information or queries you input

Effective September 7th, 2020

## **Terms & Conditions.**

### **General information.**

The Magnate Group (TMG) provides a personalized subscription service that allows our members to access information ("The Magnate Group content") discussed over the Internet to certain computers and other internet ready devices ("The Magnate Group ready devices").

You have accepted these Terms of Use, which govern your use of our service. Personally, identifying information is subject to our Privacy Statement, the terms of which are incorporated herein. Please review our Privacy Statement to understand our practices.

As used in these Terms of Use, "The Magnate Group service", "our service" or "the service" means the personalized service provided by The Magnate Group, including all features and functionalities, early links, information on retail websites, and user interfaces, as well as all content and software associated with our service.

YOU AGREE TO THE ARBITRATION AGREEMENT AND CLASS ACTION WAIVER DESCRIBED IN SECTION 7 TO RESOLVE ANY DISPUTES WITH TMG (EXCEPT FOR MATTERS THAT MAY BE TAKEN TO SMALL CLAIMS COURT).

### **Membership.**

1.1. Your TMG membership will continue month-to-month and automatically renew until terminated. To use TMG services you must have Internet access and a TMG ready device and provide us with one or more Payment Methods. "Payment Method" means a current, valid, accepted method of payment, as may be updated from time to time and which may include payment through your account with a third party. You must cancel your membership before it renews each month in order to avoid billing of the next month's membership fees to your Payment Method (see "Cancellation" below).

1.2. We may offer a number of membership plans, including special promotional plans or memberships offered by third parties in conjunction with the provision of their own products and services. We are not responsible for the products and services provided by such third parties. Some membership plans may have differing conditions and limitations, which will be disclosed at your

sign-up or in other communications made available to you. You can find specific details regarding your TMG membership by visiting our website and clicking on the "Account" link.

#### **Free Trials.**

2.1. Your TMG membership may start with a free trial. The free trial period of your membership lasts for one month, or as otherwise specified during sign-up and is intended to allow new and certain former members to try the service.

2.2. Free trial eligibility is determined by TMG at its sole discretion and we may limit eligibility or duration to prevent free trial abuse. We reserve the right to revoke the free trial and put your account on hold in the event that we determine that you are not eligible. We may use information such as device ID, method of payment or an account email address used with an existing or recent TMG membership to determine eligibility. For combinations with other offers, restrictions may apply.

2.3. We will charge your Payment Method for your monthly membership fee at the end of the free trial period and your membership will automatically renew monthly unless you cancel your membership prior to the end of the free trial period. To view the monthly membership price and end date of your free trial period, visit our website and click the "Billing details" link on the "Dashboard" page once signed in.

#### **Billing and Cancellation.**

3.1. Billing Cycle. The membership fee for the TMG service any other charges you may incur in connection with your use of the service, such as taxes and possible transaction fees, will be charged on a monthly basis to your Payment Method on the calendar day corresponding to the commencement of the paying portion of your membership until your membership is cancelled. Membership fees are fully earned upon payment. In some cases, your payment date may change, for example if your Payment Method has not successfully settled or if your paid membership began on a day not contained in a given month. Visit our website at [TMG.com/dashboard](https://TMG.com/dashboard) and review your "Account" page to see your next payment date. We may authorize your Payment Method in anticipation of membership or service-related charges through various methods, including authorizing it up to approximately one month of service as soon as you register. In some instances, your available balance or credit limit may be reduced to reflect the authorization during your free trial period.

3.2. Payment Methods. To use TMG services you must provide one or more Payment Methods. You can update your Payment Methods by going to the "Dashboard" page. We may also update your Payment Methods using information provided by the payment service providers. Following any update, you authorize us to continue to charge the applicable Payment Method(s). You authorize us to charge any Payment Method associated to your account in case your primary Payment Method is declined or no longer available to us for payment of your subscription fee. You remain responsible for any uncollected amounts. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not cancel your account, we may suspend your access to the service until we have successfully charged a valid Payment Method. For some Payment Methods, the issuer may charge you certain fees, such as foreign transaction fees or other fees relating to the processing of your Payment Method. Check with your Payment Method service provider for details.

3.3. Cancellation. You can cancel your TMG membership at any time, and you will continue to have access to the TMG service through the end of your monthly billing period. We do not provide

refunds or credits for any partial-month membership periods or unwatched TMG content. To cancel, go to the "Dashboard" page on our website and follow the instructions for cancellation. If you cancel your membership, your account will automatically close at the end of your current billing period. To see when your account will close, click "Billing details" on the "Dashboard" page. If you signed up for TMG using your account with a third party as a Payment Method and wish to cancel your TMG membership, you may need to do so through that third party, for example by visiting your account with the applicable third party and turning off auto-renew, or unsubscribing from the TMG service through that third party. You may also find billing information about your TMG membership by visiting your account with the applicable third party.

3.4. Changes to the Price and Subscription Plans. We reserve the right to change our subscription plans or adjust pricing for our service or any components thereof in any manner and at any time as we may determine in our sole and absolute discretion. Except as otherwise expressly provided for in these Terms of Use, any price changes or changes to your subscription plan will take effect following notice to you.

3.5. No Refunds. Payments are non-refundable and there are no refunds or credits for partially used periods. Following any cancellation, however, you will continue to have access to the service through the end of your current billing period. At any time, and for any reason, we may provide a refund, discount, or other consideration to some or all of our members ("credits"). The amount and form of such credits, and the decision to provide them, are at our sole and absolute discretion. The provision of credits in one instance does not entitle you to credits in the future for similar instances, nor does it obligate us to provide credits in the future, under any circumstance.

#### **The Magnate Group Service.**

4.1. You must be 18 years of age, or the age of majority in your province, territory or country, to become a member of the TMG service. Individuals under the age of 18, or applicable age of majority, may utilize the service only with the involvement of a parent or legal guardian, under such person's account and otherwise subject to these Terms of Use.

4.2. The TMG service and any content provided through our service are for your personal use and may not be shared with individuals beyond your household. During your TMG membership, we grant you a limited, non-exclusive, non-transferable right to access the TMG service and view TMG content through the service. Except for the foregoing, no right, title or interest shall be transferred to you.

4.3. You may not sell or transfer the account, and any actions to do so will terminate said account immediately. Upon this action, no refunds will be issued due to violation of this rule.

4.4. We have strict rules in accordance to language and abuse of our chat system. In the event of any such violation, a warning will be issued via Direct Message, and any repeated violation will result in the termination of membership. We ask that all members abide by treating others within the service with utmost respect, and any abusive chat will not be tolerated.

4.5. TMG service, including the content provided, is regularly updated. In addition, we continually test various aspects of our service, including but not limited to our website, user interfaces, promotional features and availability of TMG content.

4.6. You agree to use the TMG service, including all features and functionalities associated therewith, in accordance with all applicable laws, rules and regulations, or other restrictions on use of the service or content therein. Except as explicitly authorized in these Terms of Use, you agree not to archive, download, reproduce, distribute, modify, display, perform, publish, license, create

derivative works from, offer for sale, or use content and information contained on or obtained from or through the TMG service. You also agree not to circumvent, remove, alter, deactivate, degrade or thwart any of the content protections in the TMG service; use any robot, spider, scraper or other automated means to access the TMG service; decompile, reverse engineer or disassemble any software or other products or processes accessible through the TMG service; insert any code or product or manipulate the content of the TMG service in any way; or use any data mining, data gathering or extraction method. In addition, you agree not to upload, post, e-mail or otherwise send or transmit any material designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the TMG service, including any software viruses or any other computer code, files or programs. We may terminate or restrict your use of our service if you violate these Terms of Use or are engaged in illegal or fraudulent use of the service.

4.7. By using our service, you agree that the information we provide for acquiring products are at the sole discretion of the user to purchase. We do not make any type of claims to guarantee value of the items, or insure the user will acquire the item(s).

#### **Passwords and Account Access.**

The member who created the TMG account and whose Payment Method is charged (the "Account Owner") has access and control over the TMG account and TMG ready devices that are used to access our service and is responsible for any activity that occurs through the TMG account. To maintain control over the account and prevent anyone from accessing the account, the Account Owner should maintain control over the TMG ready devices that are used to access the service and not reveal the password or details of the Payment Method associated to the account to anyone. You are responsible for updating and maintaining the accuracy of the information you provide to us relating to your account. We can terminate your account or place your account on hold in order to protect you, or TMG from identity theft or other fraudulent activity. TMG is not obligated to credit or discount a membership for holds placed on the account by either a representative of TMG or by the automated processes of TMG.

#### **Disclaimers of Warranties and Limitations on Liability.**

6.1. THE TMG SERVICE AND ALL CONTENT ASSOCIATED THEREWITH, OR ANY OTHER FEATURES OR FUNCTIONALITIES ASSOCIATED WITH THE TMG SERVICE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TMG DOES NOT GUARANTEE, REPRESENT, OR WARRANT THAT YOUR USE OF TMG SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TMG SPECIFICALLY DISCLAIMS LIABILITY FOR THE USE OF APPLICATIONS, TMG READY DEVICES.

6.2. TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN NO EVENT SHALL TMG, OR ITS SUBSIDIARIES OR ANY OF THEIR SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES OR LICENSORS BE LIABLE (JOINTLY OR SEVERALLY) TO YOU FOR PERSONAL INJURY OR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER.

6.3. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS IN THIS SECTION MAY NOT APPLY TO YOU.

6.4. NOTHING IN THESE TERMS OF USE SHALL AFFECT ANY NON-WAIVABLE STATUTORY RIGHTS THAT APPLY TO YOU.

#### **Arbitration Agreement.**

7.1. If you are a TMG member in the United States (including its possessions and territories), you and TMG agree that any dispute, claim or controversy arising out of or relating in any way to the TMG service, these Terms of Use and this Arbitration Agreement, shall be determined by binding arbitration or in small claims court. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award and nothing in this Arbitration Agreement shall be interpreted as limiting any non-waivable statutory rights. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and TMG are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of this Agreement and the termination of your TMG membership.

7.2. If you elect to seek arbitration or file a small claim court action, you must first send to TMG by certified mail, a written Notice of your claim ("Notice"). The Notice to TMG must be addressed to: [purple@themagnategroup.xyz](mailto:purple@themagnategroup.xyz) ("Notice Address"). If TMG initiates arbitration, it will send a written Notice to the email address used for your membership account. A Notice, whether sent by you or by TMG, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If TMG and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or TMG may commence an arbitration proceeding or file a claim in small claims court.

7.3. If you are required to pay a filing fee for arbitration, after TMG receives notice at the Notice Address that you have commenced arbitration, TMG will reimburse you for your payment of the filing fee, unless your claim is for greater than US\$10,000, in which event you will be responsible for filing fees.

7.4. The arbitration will be governed by the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration agreement. Unless TMG and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your residence. The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law.

7.5. If your claim is for US\$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds US\$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision explaining the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of TMG's last written settlement offer made before an arbitrator was selected (or if TMG did not make a settlement offer before an arbitrator was selected), then TMG will pay you the amount of the award or US\$5,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

7.6. YOU AND TMG AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and TMG agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

#### **Miscellaneous.**

9.1. Feedback. TMG is free to use any comments, information, ideas, concepts, reviews, or techniques or any other material contained in any communication you may send to us ("Feedback"), including responses to questionnaires/surveys or through postings to the TMG service, including the TMG website and user interfaces, worldwide and in perpetuity without further compensation, acknowledgement or payment to you for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products and creating, modifying or improving the TMG service. In addition, you agree not to enforce any "moral rights" in and to the Feedback, to the extent permitted by applicable law.

9.2. Customer Support. To find more information about our service and its features, or if you need assistance with your account, please contact a TMG Admin in Billing and Membership services.

9.5. Survival. If any provision or provisions of these Terms of Use shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full force and effect.

9.6. Changes to Terms of Use and Assignment. TMG may, from time to time, change these Terms of Use. Such revisions shall be effective immediately; provided however, for existing members, such revisions shall, unless otherwise stated, be effective 30 days after posting. We may assign our agreement with you to any affiliated company or to any entity that succeeds to all or substantially all of our business or assets related to the applicable TMG service.

9.7. Communication Preferences. We will send you information relating to your account (e.g., payment authorizations, invoices, changes in password or Payment Method, confirmation messages, notices) in electronic form only, for example via emails to your email address provided during registration. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Effective from April 1<sup>st</sup>, 2022.

#### **Refund Policy.**

##### **Money Back Guarantee.**

10.1 Due to the nature of this business we understand that it is not viable for everyone. But we will not know until the methods have been tried and testing in your local markets. The knowledge in TMG is applicable in most places but not all flips we provide will be available. Because of this, we are offering a money back guarantee with a few conditions:

- If, after one month, we have not released a profitable item we will refund the fees in their entirety. Request for refund is valid up to seven days after the first month.
- It is a requirement that you started an Amazon Seller Central account and made a reasonable attempt [ordered and tested units with proof] (up to TMG discretion).

- A written request with brief explanation for the refund up to seven days before the end of the three-month period is required.
- If a refund is requested and issued, the member will be removed from the group, and re- entry will be prohibited.