

digiFREE™ Media Kit User Agreement

Effective Date: May 1, 2025

This User Agreement (“Agreement”) is entered into by and between you (“User,” “you,” or “your”) and Digi Discounts™ LLC (“we,” “us,” or “our”), governing your use of the digiFREE™ Media Kit (the “Media Kit”).

By downloading, accessing, or using the Media Kit, you agree to be bound by the terms of this Agreement.

Note: The Media Kit is intended exclusively for merchant partners on the Digi Discounts™ platform.

1. License Grant

Subject to the terms of this Agreement, Digi Discounts™ grants you a limited, non-exclusive, non-transferable, revocable license to use the Media Kit solely for promotional purposes related to your participation in or affiliation with Digi Discounts™.

2. Media Kit Contents

The Media Kit includes, but is not limited to, the following materials (“Media”):

- Postcards
- Flyers and Large Flyers
- Menu Inserts
- Business Cards
- Logos
- QR Codes
- Website Stickers

3. Permitted Uses

You may use the Media Kit materials to:

- Advertise your partnership with Digi Discounts™
- Promote Digi Discounts™ services or offers within your physical or digital locations
- Incorporate the materials into your printed or digital marketing efforts (e.g., menus, in-store displays, social media, or email newsletters)

4. Restrictions

You may not:

- Modify Digi Discounts™ logos or QR codes without written permission
- Use the Media Kit materials in any way that misrepresents your relationship with Digi Discounts™
- Sell, sublicense, distribute, or otherwise commercialize the Media Kit or its contents
- Use the Media in any context that is defamatory, illegal, obscene, or otherwise harmful to Digi Discounts' reputation
- Claim ownership of any Media Kit assets or design elements

You agree to use the Media Kit in accordance with Digi Discounts™ brand guidelines, which may be provided separately upon request.

Brand Guidelines (Summary):

The official digiFREE™ brand color red is HEX code #cf0202.

To maintain a consistent and professional representation of Digi Discounts™, users must adhere to the following general branding principles:

- **Logo Use:** Logos must be used as provided, without distortion, recoloring, cropping, or modification. Maintain clear space around the logo and ensure legibility.
- **Color Palette:** Use only approved Digi Discounts™ brand colors in materials unless otherwise authorized.

- **Typography:** Maintain consistent use of approved typefaces in promotional content.
- **Messaging:** Marketing messages must reflect the values of Digi Discounts™ and must not include misleading, exaggerated, or unrelated claims.
- **QR Codes:** Ensure QR codes remain functional, unaltered, and easily scannable. Do not resize to the point of illegibility.

Failure to comply with brand guidelines may result in termination of your license and usage rights.

5. Ownership and Intellectual Property

All content included in the Media Kit is the intellectual property of Digi Discounts™ and is protected by applicable trademark, copyright, and intellectual property laws. No ownership or intellectual property rights are transferred to you through this Agreement.

6. Termination

We reserve the right to revoke your license to use the Media Kit at any time, for any reason, including misuse or breach of this Agreement. Upon termination, you must immediately cease use of all Media Kit materials and delete all digital and physical copies in your possession.

7. Disclaimer of Warranties

The Media Kit is provided “as is” without warranties of any kind, express or implied. Digi Discounts™ makes no guarantees about the suitability, functionality, or performance of the Media Kit for your purposes.

8. Limitation of Liability

To the maximum extent permitted by law, Digi Discounts™ shall not be liable for any indirect, incidental, special, or consequential damages arising out of or related to your use or inability to use the Media Kit.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the state of New Jersey, without regard to its conflict of laws principles.

10. Contact

For questions about this Agreement or to request written permissions, contact:

Digi Discounts™

support@dig-discounts.com

11. Co-Branding

Businesses may white-label or black-label the digiFREE™ discounts as their own discount offerings, provided that they clearly include the phrase **"Powered by digiFREE™"** in any such publication. This applies whether or not they are using the official Media Kit materials. The attribution must be visible and appropriately placed in all digital and print formats that promote these offers.

By using the digiFREE™ Media Kit, you acknowledge that you have read, understood, and agree to be bound by this User Agreement.