digiMERCHANT Agreement

Digi Discounts LLC

Version 1.0 · Effective: October 6, 2026

This agreement replaces digiOffer-0001 and the digiFREE Media Kit User Agreement. Merchants who accepted those keep their records; the old versions stay archived.

The short version

- **You never pay Digi anything. Ever.** No membership, no commissions, no fees for placement, tools or leads. The only cost is the discount you choose to give.
- **Your discount is yours:** your number, your terms, where it works. It never expires for your customers while you are on Digi.
- **Four levels, one number.** Your digiFREE® discount is live for everyone today. Silver, Gold and Diamond are for digiPLUS members when digiPLUS launches. The ladder never goes down.
- **A real person at Digi reviews every listing and every change** before it reaches customers. If we say no, we tell you why.
- **You can leave any time.** Your discount stays honored for 30 days after you tell us, so no customer who saw it gets turned away.
- **You own your business, your name, your logo and your customers.** We never sell your information and never publish your contact details.

1. Who this is between

This agreement is between **Digi Discounts LLC**, a New Jersey company ("Digi", "we", "us"), and **the business joining Digi** ("you"), accepted by an owner or someone authorized to sign for the business.

Franchises. If your location is part of a franchise, **you sign for your own location(s) as the franchisee**, not for the brand or the franchisor. See section 7.

You accept this agreement by checking the box on the digiMERCHANT form. We record the date, the time and this version number with your submission.

2. What it costs you

Nothing, now or ever. Digi does not charge merchants a membership, a commission on any sale, a fee to be listed or placed, or a fee for any tool, event or lead. Nothing in this agreement, or any future version of it, gives Digi the right to charge you.

Digi earns money only from digiPLUS subscriptions (paid by customers) and from sponsors. A sponsor never buys placement, a level or a feature inside your listing.

You may still buy digiPLUS as an employer (for example, memberships for your staff). That is a separate purchase you choose to make, never a condition of being a digiMERCHANT.

3. Your discount

Percent off, whole numbers only. No dollar-off, no special pricing.

One number, four levels. You give us your highest discount, your **Diamond** level (1% to 60%). The form suggests the rest, and you may reshape it:

Level	Who sees it	When
FREE	Everyone on the digiFREE® app	Live when you are approved
Silver, Gold, Diamond	digiPLUS members	When digiPLUS launches

- **All four levels are required.** A listing without them does not go live.
- **The ladder never goes down:** FREE ≤ Silver ≤ Gold ≤ Diamond. Equal steps are allowed; we will tell you what that means for members.
- **Your digiPLUS levels are not shown to the public.** We ask, but do not require, that you keep them private too.

What you promise your customers, through us:

- **Your discount never expires** while you are on Digi. It works every visit, for new and existing customers, on the terms shown on your listing.
- **You honor it as shown.** If your listing says it, your counter or checkout does it.
- **Your terms come from our list** (for example, a minimum purchase, dine-in only, excludes alcohol). You may add the words for "Applies to" and "Stacks with"; we show them exactly as you type them.
- **You never require a customer to sign up, join anything, or give personal information** to receive your digiFREE discount.

Codes. If customers use your discount online or pay online, you give us working codes and keep them working. If you change a code, update it with us first.

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4. Where your discount works

You tell us where customers can use it: **at your place** (your storefront), **where you go** (the areas you serve), **online**, or a combination. You keep this accurate.

- **Storefronts** show your address and your location on the map.
- **If customers do not come to you, we never publish your street address.** We show only the areas you serve.

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5. Review and approval

Every merchant is verified by a person at Digi before going live. That is what the verification on your listing means.

- **New listings** start out waiting for review. We aim to review quickly; you can see your status in digiECOSYSTEM.
- **Changes you make** in digiECOSYSTEM (your discount, levels, listing, photos) are reviewed before they reach customers. We approve them, or deny them with a reason you can see.
- **Digi never changes your discount number or your terms without you.** We may correct obvious errors (a typo, a broken link) and tell you.

When we may pause or remove a listing:

- you are not honoring your discount as shown;
- you break this agreement;
- your business is not one Digi can list (section 6);
- you leave (section 11).

We tell you why, and when it is fixable, how to fix it. Your verified code (section 10) stays yours either way.

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6. Who can join

digiFREE is family safe and rated for everyone. **Digi cannot list:** adult businesses, liquor and package stores, bars without a kitchen, vape, smoke and cannabis shops, gun shops, or gambling. A business that sells some age-restricted items (a restaurant that serves alcohol, for example) can join; its discount excludes those items.

You confirm your business holds the licenses it needs and follows the law where it operates.

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7. Franchises

If your location is a franchise:

- you confirm **your franchise agreement allows you to offer this discount**, and we record your answer;
- you sign only for the location(s) you own; each franchise owner has their own listing, sign-in and records;
- the brand appears as **"Select locations"** wherever it is shown publicly;
- if your franchisor objects, we pause your listing, with no penalty to you.

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8. Your content, and what you let us do with it

You own your business name, logo, photos, description and customers. Nothing in this agreement changes that.

You give Digi a **free, non-exclusive license** to show your listing content (name, logo, photos, description, links, discount and terms) on the digiFREE® app, digiFREE LITE, digi-discounts.com (including digiMAP), and in Digi's own promotion of you, for as long as you are on Digi.

You confirm you have the right to every logo, photo and description you give us, and that it does not break anyone else's rights.

Specific uses:

- **Welcome post.** When you are approved, we may welcome you on Digi's social media with your business name, logo and handle. **Ask us and we take it down.** (L27)
- **digiLOCAL.** Customers can make graphics that recommend you, using your business name and logo. Every graphic carries a line saying it was made by a digiFREE user and is not an endorsement by you. Ask us and we switch digiLOCAL off for your business, or switch it off yourself in digiECOSYSTEM.

- **digiFREE LITE.** If you add LITE to your website or app, the snippet carries your verified code, and we can see which websites LITE runs on. We see nothing about the people using it.

When you leave, your listing comes down at our next update. Copies already shared by others (a customer's saved graphic, an old post) are outside our control.

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9. Our marks and your Media Kit

Digi's names, logos, door sticker, badges and designs are Digi's property. While you are on Digi, we give you a **free, non-exclusive, revocable license** to use the **Media Kit** and anything you make with **digiCREATE** or **digiGAMEDAY**, to tell people you are on Digi.

Use them as provided. No recoloring, cropping, stretching, redrawing or altering our logos or QR codes. Keep QR codes working and scannable.

Say it right. You are an **Official digiMERCHANT**. Digi is not your partner, agent or endorser, and you may not suggest otherwise.

digiGAMEDAY rules. You may name the game, the teams and the venue in plain type. You may never add a team's logo, colors or typeface, remove the line saying Digi and you are not affiliated with or endorsed by either team, or suggest a team endorses you.

Using our discounts as your own (white-label): show "Powered by digiFREE®" with them, so customers always know where they come from.

When you leave: stop making new materials, and remove what you control (door sticker, website button, posts you can edit) within 30 days. No penalty for copies you no longer control.

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10. Your sign-in and your verified code

- **You sign in with your email** and a code we send to it. One email per business. Keep it working: it is how you get in and how we reach you.
- **Changing your sign-in email** is done only by Digi's founders, after confirming it is really you. We tell your old address when it changes.
- **Your verified code** (DIGI-XXXX-XXXX) is issued when you are approved. It proves you completed the process, and it is yours to keep. **It is an identifier, not a password:** we never act on the code alone.

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11. Leaving, and ending this agreement

You can leave any time. Tell us through **digiMESSAGE** on digi-discounts.com or in digiECOSYSTEM.

Your discount stays honored for 30 days after you tell us, so any customer who already saw it is not turned away. Your listing comes off the app at our next update after that.

Digi may end this agreement for the reasons in section 5, with notice when we can give it.

What continues after it ends: section 8 (for copies already out), section 9's "when you leave" rules, section 13 and section 15.

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12. Community and events

In **digiNETWORK**, **digiNIGHTS**, Call to ACTION and every Digi space: be honest, be respectful, no spam, no selling other merchants' information. Digi may remove posts that break these rules and may suspend access.

digiNIGHTS: Digi hosts; the merchant who cooks sells directly to attendees. Digi is not the seller.

13. What Digi does not promise

Digi provides the platform. Your business does the rest. We do not promise any number of customers, visits or sales. Discounts depend on each merchant; we are not responsible for another merchant's offer.

14. Your information

How we handle your information is in our **Privacy Policy**. In short: we never sell it, we never publish your contact details, and you can ask us to see, correct or delete what we hold.

15. General

- **Independent businesses.** Nothing here makes either of us the other's partner, agent, employee or joint venture.
- **Changes to this agreement.** New versions get a new number and date and are kept at their own address with every past version. If a change matters to you, we email you **30 days before** it takes effect.
- **Law.** New Jersey law governs this agreement.
- **Whole agreement.** This agreement and the Privacy Policy are the whole agreement between us about Digi.

Contact: digiMESSAGE on digi-discounts.com

Pure Intentions.