

Terms of Sale

1. Introduction

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

BY PLACING AN ORDER FOR PRODUCTS OR SERVICES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE, UNDER THE LAWS OF YOUR JURISDICTION, TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS AND CONDITIONS. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS AND CONDITIONS.

YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT WITH Investmachine, Inc., OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

These terms and conditions (these "Terms") apply to the purchase and sale of products and services through the Investmachine/onepass websites located at: <https://www.onepass.xyz>, and the Creator Onepasses (collectively the "Store"). These Terms are subject to change by Investmachine, Inc. (referred to as "us", "we", or "our" as the context may require) without prior written notice at any time, in our sole discretion. Any changes to the Terms will be in effect as of the "Last Updated Date" referenced above. You should review these Terms prior to purchasing any product or services that are available through the Store. Your continued use of this Store after the "Last Updated Date" will constitute your acceptance of and agreement to such changes.

These Terms are an integral part of the Onepass Terms of Use that apply generally to the use of our Services. You should also carefully review our Privacy Policy before placing an order for products or services through this Store (see Section 8).

2. Order Acceptance and Cancellation

You agree that your order is an offer to buy, under these Terms, all products and services listed in your order. All orders must be accepted by us or we will not be obligated to sell the products or services to you. We may choose not to accept orders at our sole discretion, even after we send you a confirmation email with your order number and details of the items you have ordered.

3. Prices and Payment Terms

- (a) All prices, discounts, and promotions posted on the Store are subject to change without notice. The price charged for a product or service will be the price in effect at the time the order is placed and will be set out in your order confirmation email. Price increases will only apply to orders placed after such changes. Posted prices do not include taxes or charges for shipping and handling, if applicable. All such taxes and charges will be added to your merchandise total, and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information, however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.
- (b) We may offer from time to time promotions on the Store that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern.
- (c) Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept Visa, Mastercard, American Express, Discover, JCB, Diners Club, China UnionPay, PayPal for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) you are duly authorized to use such credit card for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted on the Store at the time of your order.

- (d) "Tips" are additional amounts added to a transaction voluntarily by you. Regardless of any representation or statement made by anyone about such amounts, the payment of Tips is subject to our Terms of Use and such amounts may be subject to certain fees, holdback, accounting processes or withholdings. If such amounts are subject to any tax (including VAT or sales tax) such taxes and charges will be added to your total, and will be itemized in your shopping cart and in your order confirmation email.
- (e) We use third party payment processors who charge a fee for their services. Additionally, we may charge a processing fee on any transactions, the amount of which will vary depending on the currency in which the transaction takes place. The current aggregate processing fees are as follows: [2.9% +0.30 per transaction].

4. Shipments; Delivery; Title and Risk of Loss

- (a) If you purchase items to be shipped, we will arrange for shipment. Please check the individual product page for specific delivery options. You will pay all shipping and handling charges specified during the ordering process. Shipping and handling charges are reimbursement for the costs we incur in the processing, handling, packing, shipping, and delivery of your order.
- (b) Tips. Tips are not refundable, though we may allow for some exceptions in our sole discretion or where required by local law.
- (c) Title and risk of loss pass to you upon our transfer of the products to the carrier. Shipping and delivery dates are estimates only and cannot be guaranteed. We are not liable for any delays in shipments.

5. Returns and Refunds

- (a) Digital Goods. "Digital Goods" mean non-tangible items including but not limited to, product keys. Unless the laws of your jurisdiction demand otherwise, all digital products are non-returnable and non-refundable. If you live in the European Union you have certain rights to withdraw from distance purchases; however, please note that when you purchase Digital Goods from us, you acknowledge and agree that we will begin the provision of the Digital Goods to you promptly once your purchase is complete and therefore your right of withdrawal is lost at this point. For the purposes of this 5(a), a "purchase" is complete at the time our servers validate your purchase and the applicable Digital Goods are successfully credited to your account on our servers.

- (b) Other Goods. Except for Digital Goods or any products designated on the Store as final sale or non-returnable, we will accept a return of the products for a refund of your purchase price, less the original shipping and handling costs, provided such return is made within 30 days of shipment with valid proof of purchase and provided such products are returned in their original condition. To return products, you must email our Returns Department at help@quest.xyz to obtain a Return Merchandise Authorization ("RMA") number before shipping your product. No returns of any type will be accepted without an RMA number.
 - (i) You are responsible for all shipping and handling charges on returned items. You bear the risk of loss during shipment.
 - (ii) Refunds are processed within approximately 30 business days of our receipt of your merchandise. Your refund will be credited back to the same payment method used to make the original purchase on the Site.
 - (iii) For defective returns, please refer to the manufacturer's warranty (see Section 6) included with the product or as detailed in the product's description on our Site.

6. Creator Directed Donations Disclosures

- Creator-Directed Donations Program. We give Creators who have Creator Stores the option of directing a percentage of their earnings from sales made through their Store to charity ("Directed Donations"). We call this our Creator-Directed Donations Program (the "Program"). Here's how the Program Works:
 - We provide Creators with a list of charities from which to choose (their chosen charity a "Selected Charity").
 - Program Settings. We allow Creators to choose the percentage of earnings that they would like us to direct to the Selected Charity in their Program settings (the chosen percentage the "Directed Percentage"). Rather than paying the Directed Percentage to the Creator pursuant to our normal payment procedures, we direct it to the Selected Charity as provided below.
 - Changing Program Settings. Creators are able to change their Program settings at any time. All such changes are prospective and will not apply to past transactions.
 - Who makes the donations. All donations made via the Program originate from Investmachine, Inc. They are not included in the applicable Creator's taxable earnings. As such, CREATORS ARE NOT ABLE TO CLAIM DONATIONS MADE THROUGH THE PROGRAM FOR TAX PURPOSES.
 - How the donations are made. We make Directed Donations, through Tiltify or another provider of our choosing on a monthly basis as follows:

- Aggregate Donations. We combine all Directed Donations for each Selected Charity across our Store ("Aggregate Donations") and, provided that Aggregate Donation meets or exceeds the Donation Threshold (defined below) we make one donation each month to each applicable Selected Charity in the amount of the Aggregate Donations for such Selected Charity.
- Donation Threshold. We make donations to Selected Charities once the Aggregate Donations for the given Selected Charity is \$50.00 USD (the "Donation Threshold") or greater. If Aggregate Donations for a Selected Charity are less than the Donation Threshold in any given month, we roll the Aggregate Donations over on a monthly basis until Aggregated Donations meet or exceed the Donation Threshold.

7. Manufacturer's Warranty and Disclaimers

We do not manufacture or control any of the products offered on our Site. The availability of products through our Store does not indicate an affiliation with or endorsement of any product or manufacturer. Accordingly, we do not provide any warranties with respect to the products offered on our Site. However, some of the products offered on our Store may be covered by a manufacturer's warranty. If so, the manufacturer's warranty is detailed in the product's description on our Store and included with the product. To obtain warranty service for defective products that are covered by a manufacturer's warranty, please follow the instructions included in the manufacturer's warranty.

ALL PRODUCTS OFFERED ON THIS Store ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU.

YOU AFFIRM THAT WE SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE MANUFACTURER'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

8. Limitation of Liability

Please refer to the limitations of liability in Section 8 of our Terms of Use.

9. Privacy

We respect your privacy and are committed to protecting it. our *Privacy Policy* governs the processing of all personal data collected from you in connection with your purchase of products or services through the Site.

10. Force Majeure

We will not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in our performance under these Terms when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

11. Governing Law and Jurisdiction

This Store is operated from the US. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Texas.

12. Dispute Resolution and Binding Arbitration

Please refer to Section 11.2 of our Terms of Use.

13. Assignment

You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 12 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

14. No Waivers

The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Investmachine, Inc.

15. No Third-Party Beneficiaries

These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

16. Notices

- (a) To You
We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to our websites (listed above). Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

17. Severability

If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

18. Entire Agreement

These Terms, our Terms of Use and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.