Terms of Use

Effective Date: November 06, 2025

This website ("Website") and the Platform (defined below) are owned and operated by Power Digital Marketing, Inc., with offices at 2251 San Diego Ave a250, San Diego, CA 92110 ("Company"). These Terms of Use (this "Agreement") is a binding agreement between the Company and you ("End User", "You" or "Your"). This Agreement governs Your use of and access to the Company's Website and the software platform and all related documentation and services ("Platform").

THE COMPANY PROVIDES THE PLATFORM AND ACCESS TO THE WEBSITE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT INCLUDING OUR PRIVACY POLICY FOUND HERE AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY ACCESSING THE WEBSITE, USING THE PLATFORM AND CONDUCTING TRANSACTIONS WITH THE COMPANY IN CONNECTION WITH THE WEBSITE AND PLATFORM YOU HEREBY: (1) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; (2) AGREE THAT YOU WILL ONLY ACCESS THE WEBSITE AND PLATFORM IF YOU ARE 18 YEARS OLD, (3) AGREE THAT YOU WILL COMPLY WITH AND BE BOUND BY THIS AGREEMENT AS IT APPEARS ON THE WEBSITE AND PLATFORM EACH TIME YOU ACCESS AND USE THE WEBSITE OR PLATFORM, (4) AGREE THAT EACH USE OF THE WEBSITE AND PLATFORM BY YOU INDICATES AND CONFIRMS YOUR ASSENT TO AND AGREEMENT TO BE BOUND BY THIS AGREEMENT; AND (5) REPRESENT, WARRANT AND COVENANT THAT: (A) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (B) IF YOU ARE A CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY, THAT YOU HAVE THE RIGHT, POWER, AND AUTHORIZATION TO ENTER INTO THIS AGREEMENT ON BEHALF OF YOUR CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THE COMPANY DOES NOT AND WILL NOT LICENSE THE PLATFORM TO YOU OR PROVIDE YOU WITH ACCESS TO THE WEBSITE AND YOU MUST NOT USE THE PLATFORM OR WEBSITE.

1. License Grant. Subject to the terms of this Agreement, Company hereby grants You a limited, non-exclusive and nontransferable license to register with, access and use the Platform strictly in accordance with the terms herein including any Additional Terms (defined below). You agree and acknowledge that You have the sole responsibility and liability for Your use of the Website and Platform and for providing or obtaining, and for maintaining, all of the hardware, software, electrical power, telecommunications, Internet services, and other products or services necessary or desirable for You to access and use the Platform or the Website.

2. Restrictions. You shall not: (a) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Platform or Website, (b) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Platform or Website or any part thereof; (c) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Platform or Website, including any copy thereof; (d) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Platform or Website or any features or functionality of the Platform or Website, to any third party for any reason; (e) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting the Platform or Website; or (f) use the Website or Platform or any part thereof for any purpose that: (i) interferes with or induces a breach of the contractual relationships between Company and its employees; (ii) is any way unlawful or prohibited, or that is harmful or destructive to anyone or their property; (iii) transmits any advertisements, solicitations, schemes, spam, flooding, or other unsolicited Email, unsolicited commercial communications; (iv) transmits any harmful or disabling computer codes or viruses; (v) harvests Email addresses from the Platform or Website; (vi) transmits unsolicited Email to this site or to anyone whose Email address included the domain name under on the Website; (vii) interferes with the Company's network services; (viii) attempts to gain unauthorized access to the Company's network services; (ix) suggests an express or implied affiliation with the Company or broker relationship with the Company (without the express written permission of the Company); (x) impairs or limits the Company's ability to operate the Platform or Website or any other person's ability to access and use Platform or Website; (xi) unlawfully impersonates or otherwise misrepresents Your affiliation with any person or entity; (xiii) harms minors in any way, including, but not limited to, transmitting or uploading content that violates child pornography laws, child sexual exploitation laws and laws prohibiting the depiction of minors engaged in sexual conduct; (xii) transmits or uploads pornographic, violent, obscene, sexually explicit, discriminatory, hateful, threatening, abusive, defamatory, offensive, harassing, or otherwise objectionable content or images; (xiv) harms, threatens, harasses, abuses or intimidates another person in any way or involves images or content that depicts, promotes, encourages, indicates, advocates or tends to incite the commission of a crime or other unlawful activities; (xv) dilutes or depreciates the name and reputation of the Company or any of its affiliates; (xvi) transmits or uploads any content or images that infringes any third party's intellectual property rights or infringes any third party's right of privacy; or (xvii) unlawfully transmits or uploads any confidential, proprietary or trade secret information.

3. Intellectual Property and Reservation of Rights. You acknowledge and agree that: (a) the Platform is provided under license, and not sold, to You; and (b) You do not acquire any ownership interest in the Platform or Website under this Agreement, or any other rights thereto other than the right to use the Platform in accordance with the license granted and access the Website, which are in each case subject to all terms, conditions and restrictions, under this Agreement. Company, its licensors and service providers reserve and shall retain their entire right, title and interest in and to the Website and Platform, including all copyrights, trademarks and other intellectual property rights therein or relating thereto, except as otherwise expressly granted to You in this Agreement.

4. Feedback. You hereby acknowledge and agree that the Company shall own all right, title and interest in and to any suggestions, enhancement requests, recommendations or other feedback from You relating to the Platform or Website, including in response to any surveys (“Feedback”). Should any right or interest inure to You, You hereby agree to irrevocably assign, and hereby do irrevocably assign all right title and interest in any such Feedback to Company.

5. User IDs and Passwords. Certain areas or features of the Platform and Website may be restricted to users who have obtained a user identification and password by completing a registration process described on the Platform or Website. Please be sure to protect and maintain the confidentiality of any user identification, password or other identifying information You may obtain in connection with Your use of the Platform or Website. You agree to notify the Company immediately if You believe Your user identification, password or other identifying information has been lost, stolen or otherwise compromised. You also acknowledge and agree that You are solely responsible for all damages or claims that may arise from any access to or use of the Platform or Website by any person to whom You have provided Your user identification, password or other identifying information, or by any person who has obtained such information from You, including, but not limited to, any access to or use of the Website that may occur after You have notified us that Your user identification, password or other identifying information has been lost, stolen or otherwise compromised.

6. Revisions and Modifications. You agree and acknowledge that the Company may revise or change the terms of this Agreement at any time, without notice to You, and You agree that You will be bound by the provisions of this Agreement as they appear on the Platform or Website at the time You access the Platform or Website. Because the terms of this Agreement may change, You are encouraged to refer back often to this Agreement. In addition, You agree and acknowledge that all other content, services, products and materials on or available through the Platform or Website are subject to updating and revision without notice to You. You further acknowledge and agree that individual modifications to the terms of this Agreement may not be altered by contract, unless expressly permitted in writing by the Company.

7. Term. The term of Agreement commences when You use the Platform and will continue in effect until terminated by You or Company as set forth in this Agreement.

8. End User Termination. You may terminate this Agreement by discontinuing use of the Platform.

9. Company Termination. Company may terminate this Agreement or deny Your access to the Platform or Website at any time without notice to You which Company may do in its sole discretion.

10. Additional Termination Events. This Agreement will terminate immediately and automatically without any notice if You violate any of the terms and conditions of this Agreement.

11. Effect of Termination. Upon termination: (a) all rights granted to You under this Agreement will also terminate; and (b) You must cease all use of the Platform. Termination will not limit any of Company's rights or remedies at law or in equity.

12. Disclaimer of Warranties. THE PLATFORM AND WEBSITE IS PROVIDED TO YOU “AS IS” AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, COMPANY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE PLATFORM AND WEBSITE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, COMPANY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PLATFORM OR WEBSITE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, PLATFORMS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

13. Limitation of Liability. IN NO EVENT WILL COMPANY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY FOR DAMAGES ARISING FROM OR RELATED TO: (A) YOUR USE OF OR INABILITY TO USE THE PLATFORM OR WEBSITE; (B) THE PLATFORM, WEBSITE OR ANY CONTENT OR SERVICE; (C) ANY ACTION OR INVESTIGATION BY LAW ENFORCEMENT; (D) ANY ERRORS OR OMISSIONS IN THE PLATFORM OR WEBSITE; (E) ANY ACTION TAKEN IN CONNECTION WITH OWNERS OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY; AND (F) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. BY ACCESSING THE PLATFORM AND WEBSITE, 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, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.” YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF COMPANY’S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NEITHER IRREPARABLE NOR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY, AND THAT YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE COMPANY.

14. Indemnification. You agree to indemnify, defend and hold harmless Company and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to: (a) Your use or misuse of the Platform or Website; (b) any dispute or litigation caused by Your actions or omissions; (c) Your negligence or violation of any applicable law or rights of a third party; (d) Your violation of any third-party intellectual property right, publicity, confidentiality, property or privacy right; (e) any disputes or issues between you and any third party, including Third Party Providers; or (f) Your breach of this Agreement.

15. Reliance on Information. The information presented on or through the Website or Platform is made available solely for general information purposes. We do not warrant the timeliness, accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website and Platform includes content provided by third parties or linked to from third-party websites, including Google Analytics and materials provided by end users. We are not responsible or liable to you or any third party for the content or accuracy of any materials provided by any third parties.

In no event will We be liable for any decision made or action taken in reliance upon the information provided, including information provided by other users, through this Website or Platform.

16. Export Regulation. The Platform may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Platform to, or make the Platform accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Platform available outside the US.

17. Severability. If any provision of this Agreement is illegal or unenforceable under applicable law, the remainder of the provisions will be amended to achieve as closely as possible the effect of the original term and all other provisions of this Agreement will continue in full force and effect.

18. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule. Any legal suit, action or proceeding arising out of or related to this Agreement or the Platform or Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in New Castle County. You consent and submit to personal jurisdiction by such courts and to venue in such courts.

19. Limitation of Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PLATFORM OR WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

20. Linking. For Your convenience, this Platform or Website may provide links to other websites on the World Wide Web. Unless expressly stated otherwise the Platform or Website, the Company does not endorse, approve, sponsor or control, and the Company is not in any way responsible for, any of the content, services, calculations, information, products or materials available at or through any websites to which the Platform or Website may provide a link. By using the Platform or Website You acknowledge and agree that the Company will not be responsible or liable to You or any other person for any damages or claims that might result from Your use of such content, services, calculation, information, products or materials.

21. Privacy Policy. Your use of the Website and Platform and any personal information provided or used by you to access the Website or Platform shall be collected, used and/or stored in accordance with Our Privacy Policy and you hereby consent to all actions we take with respect to your information consistent with the Privacy Policy found here.

22. Third Party Services. The Website and Platform may contain services and functionality provided by third parties, such as the service known as HubSpot. The use of such services or functionalities may be subject to additional terms and conditions provided by such third parties, and we have no control over such terms and conditions. By using this Website, you acknowledge that your use of such third party services is subject to the terms and conditions of use for such third parties, over which we have no control. For more information regarding Hubspot's Terms of Service or Hubspot's privacy practices, visit https://legal.hubspot.com/terms-of-service.

23. Additional Terms and Entire Agreement. You acknowledge that certain features of the Platform and Website, as well other products and services of the Company, including those that may be available through the Platform or Website, may be subject to terms, conditions and disclaimers in addition to this Agreement, and You agree that Your use of the Platform and Website and any such products and services may be subject to such additional terms, conditions and disclaimers ("Additional Terms"). This Agreement, and the Additional Terms constitute the entire agreement between You and Company with respect to the Platform and use of the Website and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Platform and Website. The Additional Terms are hereby incorporated by reference as if fully restated herein mutatis mutandis.

24. Waiver. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder. In the event of a conflict between this Agreement and any applicable purchase or other terms, the terms of this Agreement shall govern.

25. Contact Us. If you have any questions about this Agreement, please contact us:

By email: john@powerdigitalmarketing.com

26. Responsible Disclosure Policy. If you believe you've discovered a potential vulnerability, please let us know by emailing us at security@powerdigitalmarketinginc.com