

## **Terms of Sale Agreement – Subscriptions & BackLink Packages**

This Terms of Sale Agreement (the "Agreement") sets forth the terms and conditions that govern the sale of products by 34<sup>th</sup> Degree Pty Ltd (Trading As Link Titan SEO, an corporation with its principal place of business of PO BOX 289, Drysdale, Victoria 3222, to the purchaser or retailer of the product ("Buyer").

### **1. Acceptance of Terms**

By placing an order to purchase products from the Seller, Buyer agrees to comply with and be bound by the terms and conditions of this Agreement.

### **2. Order and Acceptance**

All orders are subject to acceptance by the Seller. Seller reserves the right to accept or reject any order at its sole discretion. Rejection of any order will result in any monies paid refunded to you. This is usually the result of fraudulent transactions only.

### **3. Price and Payment Terms**

a. Prices for products are specified by the Seller on its website or otherwise. Prices may be subject to change with proper notice to you.

b. Payment is due at the time the order is placed.

c. Accepted payment methods include Visa, MasterCard, American Express or Bank Account via PayPal.

D. All payments are transacted via PayPal. All subscriptions are managed by PayPal. Your statement will show LEVATE AI as the line item.

### **4. Delivery**

a. Seller shall use reasonable efforts to deliver products by the estimated delivery date. Delivery dates are estimates only and are not guaranteed. This is usually 2 weeks after payment is completed for subscriptions and 2 – 5 working days for standalone purchases. We aim to process all orders as quickly as possible.

b. Reporting of works completed is sent to you digitally.

## 5. Acceptance of Products

Buyer may inspect the reports upon receipt. Any claims for shortages, defects, or damages must be reported to Seller within 24 working hours of receipt.

## 6. Returns and Refunds

No refunds, exchanges or returns are offered on this package or standalone products, except for Warranty (Money Back Guarantee) claims.

## 7. Warranty (Money Back Guarantee)

Seller warrants that the products will conform to the specifications stated on Seller's website or as otherwise agreed in writing. The seller warrants that this product purchase will show measurable increase in any of Domain Rating, URL Rating, BackLink Count, Referring Domain Count or Traffic. Any positive change in these categories satisfies the sellers requirement for this warranty. Further terms to the warranty:

- While an overall count may be lower, if there is any evidence of the work that has been done with Levate AI, this is satisfactory for warranty purposes. Circumstances beyond our control may lead to the outcome. This event is usually only evident in cases of fraudulent activity.
- Should we provide notice to you, in writing, that the selected parameters for your campaign may not be beneficial to you, and you choose to proceed by written authority.
- Any evidence of tampering with results. This includes but is not limited to competing companies conducting work at the same time as Link Titan on your website.
- This warranty does not apply to a keyword or search term, rather the website stats (as outlined above) overall.
- Your account must be active for 90 days and paid in full to be eligible for a full refund.

## 8. Limitation of Liability

Seller's liability to Buyer is limited to the purchase price of the products. In no event shall Seller be liable for any indirect, special, incidental, or consequential damages.

## 9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Australia. Any legal action arising from this Agreement shall be filed in the courts of Victoria.

## 10. Force Majeure

Seller shall not be liable for delays or failure to perform due to causes beyond its reasonable control, including acts of God, war, terrorism, civil disturbances, or governmental actions.

#### 11. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations.

#### 12. Amendments

No amendment to this Agreement shall be valid unless in writing and agreed by both parties.

#### 13. Product Inclusions

As detailed in your itemised invoice sent from PayPal, as per your purchase level.

#### 14. Product Pricing / Service

As detailed in your itemised invoice sent from PayPal, as per your purchase level.

#### 15. Content Posts & Backlink Terms

a. Each link is published via a “drip feed” method over 90 days from date of delivery. This is in accordance with SEO best practices.

b. Each link is published online and is online indefinitely and will not be removed if you decide to cancel your agreement with the Link Titan.

c. Content is not managed by Link Titan and can be removed at any time without notice you or Link Titan.

d. Dynamic IP addresses and Content links are used to promote best practices for search engine requirements.

By purchasing products from Seller, Buyer acknowledges that they have read, understood, and agreed to these terms.

## Privacy Policy

This Privacy Policy outlines the practices of 34<sup>th</sup> Degree Pty Ltd (Trading as Link Titan) ("Company", "we", "us", or "our") regarding the collection, use, and disclosure of personal information that we receive from users of our website and customers who purchase our products.

### 1. Information Collection

- a. We collect personal information from you when you voluntarily provide it to us, such as when you place an order, subscribe to our newsletter, or contact us for support. This information may include your name, email address, shipping address, phone number, and payment information.
- b. We may also automatically collect information regarding your usage of our website, such as your IP address, browser type, and access times.

### 2. Use of Information

- a. We use the personal information we collect to process your orders, communicate with you, and improve our services.
- b. We may also use your information to send you promotional materials or other communications from which you may opt out by following the unsubscribe instructions included in the emails.

### 3. Information Sharing

- a. We do not sell, trade, or otherwise transfer your personal information to third parties without your consent, except as described in this policy.
- b. We may share your information with third parties that perform services on our behalf, such as payment processing, order fulfillment, and email distribution. These service providers are required to protect your information and only use it for the purposes we specify.

### 4. Data Security

We implement reasonable security measures to protect your personal information from unauthorised access, use, or disclosure. However, no method of transmission over the Internet, or method of electronic storage is 100% secure, and we cannot guarantee its absolute security.

### 5. Cookies

Our website may use cookies to enhance user experience. You can choose to set your browser to refuse cookies, or to alert you when cookies are being sent. If you do so, please note that some parts of the site may not function properly.

### 6. Third-Party Links

Our website may contain links to other sites. We are not responsible for the privacy practices or the content of these other sites.

### 7. Children's Privacy

Our services are not directed to children under 18, and we do not knowingly collect personal information from children under 18.

### 8. Changes to This Privacy Policy

We may update this Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on our website. You are advised to review this Privacy Policy periodically for any changes.

9. **Contact Us** If you have any questions about this Privacy Policy, please contact us at [contact@34d.au](mailto:contact@34d.au)

By using our website or purchasing our products, you consent to our collection and use of your information as described in this Privacy Policy.