

STUDENT terms and conditions

DocDonkey is a company specialized in the creation and online sale of digital educational content through an e-learning platform that enables its access. DocDonkey is committed to ensuring the security of the platform and services for its community of students and teachers. Therefore, prior to publishing content on the DocDonkey platform, an instructor must agree to abide by the Terms and Conditions for Teachers (hereinafter referred to as the "Teacher Terms").

These Terms of Service (hereinafter referred to as the "Service Terms") govern the use of the DocDonkey e-learning platform and provide information on its usage, as described below. By creating a DocDonkey account or using the DocDonkey platform, the user agrees to these Service Terms and agrees to enter into a legally binding contract with DocDonkey. If the user does not agree to these Service Terms, they will not be able to register, access, or otherwise use the services provided on the Platform. Additionally, if a user wishes to publish content on the DocDonkey Platform, they are also required to accept the Teacher Terms.

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1.° DEFINITIONS

1.1 The term "**Platform**" refers to the online learning platform provided by DocDonkey.

1.2 The term "**User**" refers to the individual who accesses the Platform for the purpose of browsing and consulting the information contained therein.

1.3 The term "**Student**" refers to a registered user who purchases course enrollment through the DocDonkey platform..

1.4 The term "**Instructor**" refers to a user who intends to publish content on the DocDonkey platform..

1.5 The term "**Content**" refers to any training course published by an instructor.

1.6 The term "**Service Terms**" refers to the contractual conditions that apply to this agreement for the use of the Platform.

2. DOCDONKEY ACCOUNT CREATION

2.1 To perform most activities on the DocDonkey Platform, it is necessary to have an account.

2.2 Users must be at least 18 years old to create an account on DocDonkey and use its services.

2.3 Account creation, which is essential for purchasing course enrollment and accessing its benefits, requires the use of a unique, complex, and personal password associated with the user's email address and a username (together referred to as "Login Credentials").

2.4 During the account creation process, the user declares and guarantees to be at least 18 years old and undertakes to provide complete, accurate, and truthful information, strictly necessary for using the Platform. In particular, to ensure the security of the account, the user agrees to:

a. Not provide false information;

b. Not provide information about third parties;

c. Not create fake or duplicate accounts;

d. Promptly update personal information in case of any changes.

2.5 The user is solely responsible for maintaining the confidentiality of the Login Credentials for their account. Furthermore, the user is fully responsible for any activities originating from their account, including any damages caused to DocDonkey through the use of their account by third parties.

2.6 The Student agrees to take appropriate security measures to carefully store and safeguard the Login Credentials for accessing the Platform. The Student also agrees not to share, disclose, distribute, communicate, transfer, or otherwise grant temporary use of the Login Credentials to third parties.

2.7 If the Student becomes aware of unauthorized use of their account or suspects a security breach related to their account, they must immediately contact DocDonkey's support team at the email address legal@docdonkey.com.

2.8 If DocDonkey becomes aware that a Student has created an account in violation of these rules, the account will be closed.

2.9 DocDonkey reserves the right to prevent or limit access to the Platform, its features, and/or services offered on or through it, suspend or close an account with or without notice, remove or modify Platform content at its sole discretion, including but not limited to, in case of violation of applicable laws, these Service Terms, or any applicable specific terms and conditions, upon request by law enforcement or government agencies, or in the case of suspected involvement in fraudulent or illegal activities.

3. PRIVACY

3.1 When a user creates a Student account, DocDonkey collects the provided data, including:

- a. Account information: e-mail, password, phone number, occupation, interests, etc
- b. Profile data: photo, social media profiles, biography, or other information. Profile data will be visible to all users.
- c. Educational content data: courses to which the user has enrolled.
- d. Billing information: personal data and tax code, necessary for invoicing purposes.

3.2 Instructors do not have a direct contractual relationship with students, therefore the only information they will receive about students will be provided by DocDonkey in an anonymous form, for statistical or billing purposes only.

3.3 User data will be processed in accordance with DocDonkey's privacy policy, which can be found on the docdonkey.com website.

4. LICENSE AND COURSE ACCESS

4.1 When a user enrolls in a course, DocDonkey grants them a license to view it, without granting any other usage rights. The courses are licensed for use and not sold: the license does not entitle the Student to resell the courses in any way, including sharing their account with third parties or illegally downloading the Content and sharing it. Attempts to transfer or resell Content are strictly prohibited.

4.2 DocDonkey grants the user, as a Student, a limited, non-exclusive, and non-transferable license to access and view the content they have paid for solely for their personal, non-commercial, and educational purposes.

4.3 All other uses are expressly prohibited, including but not limited to saving, storing, reproducing, redistributing, transmitting, assigning, selling, renting, broadcasting, sharing, lending, modifying, adapting, creating derivative works, sublicensing, or any other form of transfer.

4.4 The Student may view the enrolled course as many times as desired, without time or viewing limitations, throughout the accessibility period of the Platform.

4.5 However, DocDonkey reserves the right to revoke any license for access and use of the courses to which the Student has enrolled at any time and without prior notice if deemed necessary, upon the request of the Instructor, or if legally or company policy required, without entitling the Student to any form of refund.

4.6 All Platform Content is protected by applicable copyright and intellectual property laws.

5. ENROLLMENT IN CONTENTS

5.1 The subject matter of these Terms of Service is the provision of a service, namely the enrollment in a training course, as made available on the Platform.

5.2 The presentation of the Content on the Platform, including its features and price, constitutes a public offer.

5.3 The purchase order for the Content presented on the Platform is submitted through the Platform's Electronic Cart, by selecting the individual Content to be purchased and providing the required information. The Electronic Cart refers to the electronic procedure through which the order can be reviewed, and the Content can be purchased and paid for.

5.4 The sale is considered concluded when the Student has made the payment for the order submitted through the Electronic Cart.

5.5 For the purposes of these Terms of Service, the Student will be considered:

- "Consumer (private)" if they purchase the Content as a non-professional operator (i.e., B2C) **for private and hobby purposes and not in relation to their regular work activity.**
- "Professional User (company)" if they purchase the Content as a professional operator (i.e., B2B) **for professional purposes related to their regular work activity.**

5.6 If the Student is a resident in Italy or a European Union member state, they will be considered a "Professional User" if they provide a valid VAT number in the order. However, the user will still be asked to indicate their category at the time of the order.

5.7 Once the purchase process outlined in the Electronic Cart is completed, the Student must print and save these Terms of Service.

5.8 Upon completion of the purchase of a Content, DocDonkey will send the Student a confirmation email containing the summary of the purchased Content, the price, any applicable taxes, the total amount of the order, and any other relevant information determined by DocDonkey. The confirmation email will also include a progressive order number that should be used for any communication, inquiry, or issue.

6. PRICES

6.1 All prices indicated on the Platform are exclusive of applicable VAT as required by law and expressed in EURO.

6.2 If the Student is a resident of a European Union member country and is registered with the VIES (Vat Information Exchange System) of their country of residence, VAT will not be applied as required by law.

6.3 Any additional charges related to taxes and fees will be automatically added based on the country of residence and indicated on the order summary page within the Electronic Cart before completing the purchase.

6.4 If the Student provides incorrect information and fails to pay any applicable taxes or fees on a transaction, the Student will be responsible for the taxes or fees if they are later determined to be due for the purchase, and DocDonkey reserves the right to collect such amounts from the Student at any time.

6.5 DocDonkey reserves the right to modify the prices of the Content shown on the Platform at any time and without prior notice.

6.6 The price offered to a Student for a specific Content may differ from the price offered to non-registered users, as some promotions may be available only to new users.

7. PAYMENTS, INVOICING, REFUNDS, AND WITHDRAWAL

7.1 Invoicing

7.1.1 The Student agrees to receive invoices in electronic format. These documents will be sent in PDF format to the email address provided during account creation. The invoice will be prepared based on the information provided when placing the order and will be issued in EURO.

7.2 Gift and Promotional Codes

7.2.1 DocDonkey or its partners may offer gift and promotional codes to students. Some codes may be redeemed for gift or promotional credits applied to the user's DocDonkey account, which can then be used to purchase the license to access eligible content on the Platform.

7.2.2 Such codes and credits, as well as any associated promotional value, may expire if not used within the specified period in the Student's DocDonkey account. Gift and promotional codes offered by DocDonkey cannot be refunded for cash or converted into monetary value in any way. Gift and promotional codes offered by a partner are subject to the expiration policies of that partner. If multiple credit amounts are saved, DocDonkey may determine which credits to apply to each purchase.

7.3 Payments

7.3.1 To purchase Content, the Student agrees to provide valid payment information and not to use an invalid or unauthorized payment method.

7.3.2 The Student agrees to pay the amounts due for the Content they purchase and authorizes DocDonkey to charge such amounts in EURO to their credit or debit card provided when placing the order.

7.3.3 Payments are due based on the licensed Content purchased, regardless of actual usage.

7.3.4 Payments are processed through Stripe, a payment service provider that safeguards user data security and accepts all major debit and credit cards from customers in any country.

7.3.5 DocDonkey reserves the right to modify and/or update its payment methods, selecting one or more payment service providers to better protect payment-related data security.

7.3.6 User orders will be processed only upon successful completion of the payment.

7.4 Right of Withdrawal and Refunds

7.4.1 The Student has the right of withdrawal only if purchasing Content as a "**Consumer**", as defined in Article 5.5.

7.4.2 If the Student purchases Content as a "Professional User," the right of withdrawal does not apply.

7.4.3 Subject to the exceptions indicated below, the Student has the right to withdraw from the placed order without providing any justification within 14 days from the date of contract conclusion or payment, as provided by Legislative Decree 206/05 (Consumer Code).

7.4.4 To exercise the right of withdrawal, the Student must communicate their intention to withdraw from the contract in writing, either via email to legal@docdonkey.com or by registered mail with return receipt to the address indicated in Article 13, using the appropriate Withdrawal Form available at <https://www.alientech-tools.com/legal/>.

7.4.5 In order to exercise the right of withdrawal, it is necessary, under penalty of

forfeiture, for the related communication to be sent to DocDonkey before the expiration of the 14-day period from the date of contract conclusion, following the instructions provided in the preceding point.

7.4.6 DocDonkey will proceed to refund the payments received in relation to the Content for which the Student has exercised the right of withdrawal within 14 days from the date of receiving the withdrawal notice.

7.4.7 If there is no correspondence between the Student indicated in the order form and the party who made the payment, in case of exercising the right of withdrawal, DocDonkey will refund the amounts according to the methods indicated in the Withdrawal Form.

7.4.8 DocDonkey will refund the payment using the method indicated in the Withdrawal Form.

7.5 Exceptions to the right of withdrawal

7.5.1 The right of withdrawal does not apply in the following cases:

- Purchase of personalized products, as they are not considered consumer goods intended for the general public.
- Purchase of non-personalized products from DocDonkey, if at the time of placing the order or providing the service, the user has expressly consented to the execution of the service and accepted the loss of the right of withdrawal following the full performance of the contract, ex art. 55, c.2 lett. a C.d.C.
- Purchase of digital content delivered in a non-material form, if the provision of the service has commenced with the express agreement of the user and the acceptance that in such case the right of withdrawal would be lost ex. art 55, c.2 lett. a C.d.C.

8. COPYRIGHT, SITE USAGE, AND LIMITATIONS

8.1 DocDonkey owns or holds all rights to use the Platform and the services offered through it, including the website and any future apps and APIs, the DocDonkey logo, code, and content created by its employees.

8.2 All rights, titles, and interests in relation to the DocDonkey platform and services, including the website, any future applications and APIs, databases, and content available through DocDonkey's services, are and will remain the exclusive property of DocDonkey and its licensors. The DocDonkey Platform and services are protected by international copyright and trademark laws.

8.3 The user is not granted any right to use the name of DocDonkey or any trademarks, logos, domain names, and other distinctive features of the DocDonkey brand.

8.4 The use of the Platform is subject to the following limitations that the user acknowledges and accepts. Therefore, during the access or use of the platform:

8.4.1 The user is prohibited from violating or attempting to violate and/or circumvent the security and protection systems adopted by the Platform.

8.4.2 The user may not use techniques such as "deep-linking," "page-scraping," "robots," "spiders," or other devices, programs, methodologies, or automated algorithms, nor similar or equivalent manual processes, to access, acquire, copy, or monitor any part of the Platform or the Content. It is also prohibited to reproduce or in any way circumvent the navigation structure or presentation of the Platform and Content to obtain or attempt to obtain materials, documents, or information through means not intentionally made available on the Platform. DocDonkey reserves the right to block such activities and suspend the user's account.

8.4.3 The user must refrain from attempting to gain unauthorized access to any part or feature of the DocDonkey Platform through hacking techniques, password interception, or any other illegal means.

8.4.4 The user may not access, tamper with, or use the non-public areas of the platform (including content storage), DocDonkey's computer systems, or the technical delivery systems of DocDonkey's service providers.

8.4.5 The user is prohibited from probing, scanning, or testing the vulnerability of the Platform, as well as from violating its security or authentication measures. It is not permitted to carry out reverse lookups, trace, or attempt to trace the origin of information related to other visitors to the Platform or other registered users, including third-party accounts.

8.4.6 The user agrees to refrain from taking actions that subject the services and the Platform to unreasonable or excessive load.

8.4.7 The user agrees not to use any device, software, or routine to interfere or attempt to interfere, disrupt or attempt to disrupt the proper functioning of the Platform or any operation conducted on it, as well as the use of the Platform by other users, including but not limited to, sending viruses, overloading practices, flooding, spamming, or mail-bombing.

8.4.8 The user is prohibited from copying, modifying, creating derivative works, reverse engineering, reverse assembling, or attempting in any other way to discover the source code or content of the DocDonkey platform or services.

8.4.9 It is forbidden to falsify headers or manipulate message identifiers to disguise their origin, such as sending email communications that appear to come from DocDonkey. It is prohibited to pretend to be or represent other individuals or entities.

8.4.10 The user undertakes not to use the Platform or the Contents offered on or through

it for illegal activities or activities prohibited by these Terms of Service as well as by the applicable laws, and not to promote the performance of any illegal activity or activity that violates the rights of DocDonkey or third parties.

8.5 The creation of so-called deep links to the platform or the use of techniques aimed at preventing the recognition of (or disguising) the ownership of the contents (framing) is expressly prohibited.

9. AWARENESS DECLARATION OF THE BUYER

9.1 Anyone can use the DocDonkey Platform to publish content. DocDonkey provides teachers and students with the necessary tools for teaching and learning interactions, and similar to other online learning platforms, DocDonkey is not exempt from issues, and its use is solely at the user's own risk.

9.2 The DocDonkey Platform does not allow for the review or modification of content for legal reasons, and DocDonkey is unable to determine the legality of the content. DocDonkey does not exercise any editorial control over the content available on the Platform and therefore does not guarantee its reliability, validity, accuracy, or truthfulness in any way. By accessing content, the user relies, at their own risk, on the information provided by an Instructor.

9.3 By using the services of the Platform, the user may be exposed to content they find offensive, indecent, or questionable. DocDonkey is not responsible for preventing such content from reaching users and is not liable for accessing or enrolling in any course to the fullest extent permitted by applicable law. This also applies to any content related to health, well-being, and physical activity. The user acknowledges the risks and hazards inherent in this type of content and, by accessing it, voluntarily assumes such risks, including the risk of illness, physical injury, or death. The user takes full responsibility for their choices before, during, and after accessing content.

9.4 DocDonkey does not employ Instructors and is not responsible for any interactions between teachers and students. DocDonkey is not responsible for any disputes, claims, losses, injuries, or damages of any kind that may arise from or be related to the conduct of instructors or students.

9.5 During the use of the platform, the user may have access to links to other websites that are not owned or controlled by DocDonkey. DocDonkey is not responsible for the content or any other aspect of these third-party websites, including how they collect information regarding the user. The user is also required to read the terms and conditions as well as the privacy policies of such websites.

10. WARRANTY LIMITATION

10.1 DocDonkey does not guarantee that the platform or its related content, services, or features are free from errors or continuously available, nor that any defects will be corrected or that the user's use of the Platform will yield specific results. The platform and its contents are provided "as is" and "as available".

10.2 DocDonkey makes no representations regarding the suitability, reliability, availability, timeliness, security, error-free nature, or accuracy of the Platform, and expressly disclaims any explicit or implied warranties, including but not limited to warranties of merchantability and fitness for a particular purpose. DocDonkey does not warrant the user's ability to achieve specific results from the use of the services. The user's use of the Platform and its contents is entirely at their own risk. Therefore, the user assumes full responsibility for their use of the Platform. DocDonkey disclaims any liability for the acts, omissions, or conduct of third parties in connection with or related to the user's use of the Platform and/or any DocDonkey services.

10.3 DocDonkey does not warrant that the services, servers, or emails sent by DocDonkey are free from viruses or other harmful components. DocDonkey also makes no representation or warranty regarding the reliability or security of the services and will not be responsible for any unauthorized access or any modification, suspension, unavailability, or interruption of the services provided.

11. DISCLAIMER OF LIABILITY

11.1 The use of the Content provided on the Platform involves inherent risks. For example, if the user enrolls in health and wellness content, they may sustain physical injuries. The user accepts all such risks and agrees not to make any claims for damages, even if the loss or damages are caused by the use of the platform and DocDonkey's services.

11.2 The use of the Platform and the Content made available through it must comply with the laws and regulations in force in the user's country. The user is solely responsible for knowing and complying with such applicable laws and regulations.

11.3 DocDonkey expressly disclaims any liability for any consequences, personal injury, indirect or incidental consequential damages caused to the user or third parties arising from the content of the training course uploaded by the instructor.

11.4 DocDonkey reserves the right to no longer make certain features of the Services or certain Content available at any time and for any reason. In no event shall DocDonkey and its affiliates and suppliers be liable for any damages resulting from such interruptions or the unavailability of such features or Content.

11.5 In no event shall DocDonkey, its group companies, and its suppliers be liable for indirect, incidental, punitive, consequential damages, or any other damages of any kind, including but not limited to loss of use, data, revenue, profits, or business opportunities, or personal injury or death, whether arising from contractual or non-contractual liability,

warranty, product liability, or otherwise, even if DocDonkey has been advised of the possibility of such damages.

11.6 Furthermore, DocDonkey cannot be held liable for damages arising from or related to the use or inability to use or view the Platform or the Content made available on or through it, including any damages caused or resulting from reliance on information contained in the training course uploaded by the instructor, or arising from errors, omissions, interruptions, deletion of content, defects, viruses, operation or transmission delays, or any failure of performance, whether or not resulting from force majeure events, communication failures, theft, destruction, or unauthorized access to DocDonkey's records, programs, or services.

12. SERVICE AVAILABILITY

12.1 On certain occasions, the platform may be unavailable due to errors, maintenance, or reasons beyond DocDonkey's control. DocDonkey does not provide any warranty regarding the quality, functionality, availability, or performance of the platform, nor for any content present on it.

12.2 In particular, DocDonkey shall not be held liable if the inability to access the services offered through the platform is attributable to the connectivity provider or arises from fortuitous events, force majeure, or causes not attributable to DocDonkey, including but not limited to strikes, riots, earthquakes, natural disasters, acts of terrorism, civil unrest, organized sabotage, chemical and/or bacteriological events, pandemics, wars, floods, blackouts, Internet network failures, measures taken by competent authorities, or inadequacy or incompatibility of the facilities, hardware machinery, and/or software used by the User.

12.3 DocDonkey reserves the right to take the following actions at any time and without prior notice:

a. Suspend the functionality of the platform or parts thereof, if necessary, to carry out ordinary or extraordinary maintenance operations, correct errors, introduce new services, or make other changes;

b. Limit the availability of services offered through the platform, in whole or in part, for any purpose and in any geographic area or jurisdiction, at any time and at the sole discretion of DocDonkey;

c. Temporarily delete or limit the availability of content at any time if it is necessary for internal verification purposes;

d. Modify or change the Platform or parts thereof.

12.4 In no event shall DocDonkey be liable for any damages resulting from such interruptions or the unavailability of such features and/or content.

12.5 DocDonkey reserves the right to prohibit access to the platform at its sole discretion and without prior notice in the event of a violation of these Terms of Service or other contracts or guidelines associated with the use of the platform.

12.6 DocDonkey reserves the right to terminate or suspend the Student's access to all or part of the Platform at any time, at its sole discretion and without prior notice, for the following reasons, but not limited to them:

- a. Upon request by law enforcement, judicial authority, or Public Administrative Bodies;
- b. Upon user's request (account deletion requested by the user to DocDonkey);
- c. User activities that may compromise the security or operation of the Platform, services, or functionalities offered on the Platform.

13. COMMUNICATIONS

13.1 In the event that DocDonkey needs to contact the Student, the Student hereby agrees to receive notifications via email, including those related to purchase orders. Furthermore, the Student acknowledges the full validity of such notifications and communications sent in electronic format and agrees that they meet the requirements of legal communication.

13.2 DocDonkey is a registered trademark of Revfin srl, licensed to Alientech srl a socio unico, with registered office at via Dei Cordari, 1 – 13039 Trino (VC) – Italy, VAT number IT02007510023

13.3 Any communications or complaints must be sent to the aforementioned address by registered mail with return receipt requested, or transmitted to the email address legal@docdonkey.com. Communications and complaints sent to different addresses will not be considered for the purposes of this agreement.

14. UPDATING OF THESE TERMS

14.1 Periodically, DocDonkey may update these Terms of Service to clarify its practices or indicate new or different practices, such as the addition of new services or features.

14.2 DocDonkey reserves the right, at its sole discretion, to change, revise, or otherwise modify any provision of these Terms of Service at any time, including in consideration of any national or international regulatory changes, by notifying the user that the Terms of Service have been modified.

14.3 Such notification may be provided by sending an email to the address specified in the account or by posting a notice on the Platform or by publishing the updated Terms of Service on the Platform and updating the date at the top of these Terms of Service.

14.4 The new Terms of Service will be effective from the date of their publication on the Platform unless otherwise indicated.

14.5 Continued use of the Platform after the effective date of the changes implies acceptance of such changes. The modified Terms of Service will prevail over all previous Terms of Service.

14.6 The user is advised to always read the latest published version of the Terms of Service before making a purchase.

14.7 The version of the Terms of Service in effect at the time of placing the order will govern the respective sales contract.

15. INVALIDITY AND WAIVER OF WAIVER

15.1 If one or more clauses of this contract are deemed void or unenforceable by a court of law, such clauses will be limited or eliminated to the minimum extent necessary and replaced with a valid clause that best reflects the intentions of this contract, so that it remains fully valid and effective.

15.2 The failure of DocDonkey to assert or enforce any provision of this contract shall not constitute a waiver of that provision or the right to enforce this contract; furthermore, any conduct between DocDonkey and the user or third parties shall not in any way modify the clauses of the contract.

15.3 This contract shall not be interpreted as conferring any rights or remedies to third parties.

16. INDEMNIFICATION AND COMPENSATION

16.1 The user agrees to indemnify and hold harmless DocDonkey and its affiliates and subsidiaries from any claim, demand, complaint, or legal action brought by third parties, including any damages, losses, costs, and expenses (including legal fees) arising from:

- a. The user's use of the Platform;
- b. The user's breach of these Terms of Service;
- c. The user's violation of third-party rights.

16.2 The indemnification obligation shall survive the termination of these Terms of Service and the user's use of the Platform.

17. SURVIVAL OF TERMS

17.1 The following sections survive the termination of these Terms of Service: Article 4 (License and Access to Courses), Article 7 (Payments, Billing, Refunds, and Cancellation), Article 9 (Buyer's Acknowledgment), Article 15 (Invalidity and Waiver), Article 16 (Indemnification and Compensation), Article 18 (Applicable Law, Dispute Resolution, and Jurisdiction).

18. APPLICABLE LAW, DISPUTE RESOLUTION, AND JURISDICTION

18.1 This agreement is governed by and shall be construed in accordance with the laws of Italy. The applicability of the United Nations Convention on Contracts for the International Sale of Goods adopted in Vienna on April 11, 1980, is expressly excluded..

18.2 For any matter not expressly provided for in these Terms of Service, the provisions of Italian law shall apply.

18.3 For any disputes arising in connection with the application, interpretation, performance, validity, and breach of these Terms of Service, the competent court shall be the court of the place of residence or domicile of the user, if the user qualifies as a "consumer" under the applicable law. Otherwise, the exclusive jurisdiction shall be the court of Vercelli, Italy.

19. LANGUAGE

19.1 This agreement is drafted in Italian with a complete translation in English. In the event of any discrepancies between the Italian version and the English version or any doubts regarding their interpretation, the Italian language text shall prevail.

20. ACCEPTANCE DECLARATION

20.1 The user declares to have read and understood this agreement in its entirety and accepts to be bound by the terms and conditions stated herein, even if signed in electronic form and not with a physically affixed signature.

20.2 The user also acknowledges that these Terms of Service constitute the entire agreement between the parties regarding the use of the Platform and supersede any previous agreements entered into between the parties, whether oral or written.

Specifically approved, pursuant to Article 1341, paragraph 2 of the Civil Code, are the following clauses:

2) DocDonkey account creation

7) Payments, invoicing, refunds, and withdrawal

10) Warranty limitation

11) Disclaimer of liability

12) Service availability

18) Applicable law, dispute resolution, and competent jurisdiction