Digital Products L	egal & Policy Document	
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1. Privacy Policy

Opti3 Consulting Privacy Notice

At Opti3 Consulting ("we," or "us"), we value the privacy of individuals who use our websites and related services (collectively, our "Services"). This Privacy Notice explains how we collect, use, and share the personal information of users of our Services ("users," "you," or "your"). By using our Services, you agree to the collection, use, disclosure, and processing of your information as described by this Privacy Notice.

Personal information is information that identifies or could be used to identify a specific person. Personal information does not include deidentified information (anonymized or pseudonymized) or aggregated information derived from personal information.

We may collect a variety of personal information and other information about you or your devices from various sources, as described below.

Information You Provide to Us

Registration Information. If you sign up for an account, register to use our Services, or sign up for emails or other updates, we may ask you for basic contact information, such as your name, email address, phone number, and/or mailing address. We may also collect certain demographic information when you register for our Services, including your age, gender, personal interests, income, and/or marital status.

Communications. If you contact us directly, we may collect additional information from you. For example, when you reach out to our customer support team, we may ask for your name, email address, mailing address, phone number, or other contact information so that we can verify your identity and communicate with you. We may also store the contents of any message or attachments that you send to us, as well as any information you submit through any of our forms or questionnaires.

Events. If you register for an event that we host, whether in-person or online, we may collect relevant information such as your name, address, title, company, phone number, or email address, as well as specific information relevant to the event for which you are registering.

User Content. We may allow you and other Users of our Services to share their own content with others. This may include posts, comments, reviews, or other User-generated content. Unless otherwise noted when creating such content, this information may be shared publicly through our Services.

Payment Information. If you make a purchase through our Services, we (or a third-party payment processor acting on our behalf) may collect your payment-related information, such as credit card or other financial information.

Job Applications. If you apply for a job with us, we may collect relevant information such as your name, phone number, email address, position, job history, education history, references, a cover letter, and other similar information.

Information We Collect Automatically When You Use Our Services

Device Information. We may collect information about the devices and software you use to access our Services, such as your IP address, web browser type, operating system version, device identifiers, and other similar information.

Usage Information. To help us understand how you use our Services and to help us improve them, we may collect data about your interactions with our Services. This includes, but is not limited to, information such as crash reports, session lengths and times, the specific pages and other content you view, and any searches you conduct on our site.

Cookies and Similar Technologies. We and our third-party partners may collect information using cookies, pixel tags, or similar technologies. Cookies are small text files containing a string of alphanumeric characters. We may use both session cookies and persistent cookies. A session cookie disappears after you close your browser. A persistent cookie remains after you close your browser and may be used by your browser on subsequent visits to our Services.

Information We Receive from Other Sources

We may receive information about you from other sources, including third parties that help us update, expand, and analyze our records, identify new customers, or detect or prevent fraud. What information we receive from third parties is governed by the privacy settings, policies, and/or procedures of the relevant organizations, and we encourage you to review them.

How We Use the Information We Collect

We may use the information we collect:

- To provide, maintain, improve, and enhance our Services;
- To understand and analyze how you use our Services and develop new products, services, features, and functionality;
- To facilitate purchases of products or services that you order;
- To host events:
- To allow you to share content with other Users of our Services;
- To evaluate and process applications for jobs with us;
- To communicate with you, provide you with updates and other information relating to our Services, provide information that you request, respond to comments and questions, and otherwise provide User support;
- For marketing and advertising purposes, including developing and providing promotional and advertising materials that may be relevant, valuable or otherwise of interest to you;
- To detect and prevent fraud, and respond to trust and safety issues that may arise;
- In connection with generative AI applications;
- For compliance purposes, including enforcing our Terms of Use or other legal rights, or as may be
 required by applicable laws and regulations or requested by any judicial process or governmental agency;
 and
- For other purposes for which we provide specific notice at the time the information is collected.

How We Share the Information We Collect

Service Providers. We may share any information we collect with service providers retained in connection with the provision of our Services. These companies are permitted to use this information to help us provide our Services to improve the services they provide us, and for other purposes disclosed in this Privacy Notice.

Our Affiliates and Representatives. We may share your information with our affiliates, subsidiaries, and representatives as needed to provide our Services.

Other Users. Content you post on our websites, including comments, may be displayed to other Users as appropriate.

Our Advertising and Analytics Partners. We work with our Service Providers and other analytics and/or advertising partners to collect and process certain analytics data regarding your use of our Services and to conduct advertising via cookies, as detailed below. Our Service Providers and other analytics and/or advertising partners may also collect information about your use of other websites, apps, and online resources. Parties that may process your information for advertising and analytics purposes include our Service Providers and may also include:

Google - We may use Google's services to collect and process analytics data about how our Users interact with our Services and to place ads that we think may interest Users and potential users. For more information, see Google's Privacy & Terms page.

Meta - We may use Meta's services to place ads that we think may interest our users and potential users across Meta's various websites, such as Facebook and Instagram. For more information, see Meta's Data Policy and Privacy Center.

LinkedIn - We may use LinkedIn's services to place ads that we think may interest our users and potential users, as well as to advertise openings to potential employees. For more information, see LinkedIn's Privacy Policy and Cookie Policy.

Microsoft - We may use Microsoft's services to place ads that we think may interest our users and potential users. For more information, see Microsoft's Advertising Policies.

Please note that our Service Providers and advertising and analytics partners may change from time to time. If you would like a current list of the specific parties we are working with to provide analytics and/or advertising services, contact us at opti3consulting@gmail.com. For details about your choices regarding how these partners use your information, see the Your Choices section below.

As Required by Law and Similar Disclosures. We may access, preserve, and disclose your information if we believe doing so is required or appropriate to: (a) comply with law enforcement requests and legal process, such as a court order or subpoena; (b) respond to your requests; or (c) protect your, our, or others' rights, property, or safety. In particular, we may disclose relevant information to the appropriate third parties if you post any illegal, threatening, or objectionable content on or through the Services.

Events. We may share your information with event partners or co-sponsors to facilitate the events for which you register.

Merger, Sale, or Other Asset Transfers. We may transfer your information to service providers, advisors, potential transactional partners, or other third parties in connection with the consideration, negotiation, or completion of a corporate transaction in which we are acquired by or merged with another company or in

which we sell, liquidate, or transfer all or a portion of our assets. The use of your information following any of these events will be governed by the same general provisions of this Privacy Notice.

Consent. We may also disclose your information with your permission.

Your Choices

Our Communications. From time to time, you may receive marketing or other informational email messages from us. You can unsubscribe from our promotional and informational emails via the link provided in the emails. After opting out of receiving such messages from us, users may continue to receive administrative messages from us that are necessary to service User accounts.

Cookies. Most web browsers allow you to manage cookies through the browser settings. To find out more about cookies, you can visit www.aboutcookies.org or www.allaboutcookies.org.

Our Partners. You can learn more about Google's privacy practices and your options for how they use your information on Google's website. You can also install the Google Analytics Opt-out Browser Add-on. Meta, the parent company of Facebook, provides information about how it uses the information it collects through our Services in its Data Policy. You can also learn specifically about Facebook's advertising practices on its website.

Some of our advertising partners may be members of the Network Advertising Initiative or the Digital Advertising Alliance. You can visit those organizations' websites to learn about how you may opt out of receiving web-based personalized ads from their member companies. You can also access any settings offered by your mobile operating system to limit ad tracking. To inquire about your choices regarding our business partners generally, contact us at opti3consulting@gmail.com.

Third-Party Content

Our Services may contain links to other websites, products, or services that we do not own or operate. We are not responsible for the content provided by, or the privacy practices of, these third parties. Please be aware that this Privacy Notice does not apply to your activities on these third-party services or any information you disclose to these third parties. We encourage you to read their privacy policies before providing any information to them.

Security

We make reasonable efforts to protect your information by using administrative, technological, and physical safeguards designed to improve the security of the information we maintain and protect it from accidental loss, unauthorized access or use, or any other inappropriate or unlawful processing. Because no information system can be 100% secure, we cannot guarantee the absolute security of your information.

Children's Privacy

We do not knowingly collect, maintain, or use information from children under 13 years of age, and no part of our Services are directed toward children. If you learn that a child has provided us with information in violation of this Privacy Notice, then you may alert us at opti3consulting@gmail.com.

International Visitors

Our Services are hosted in the United States and intended for use by individuals located within the United States. If you choose to use the Services from the European Union or other regions of the world with laws governing data collection and use that may differ from U.S. law, please note that you are transferring your information outside of those regions to the United States for storage and processing. Also, we may transfer your data from the U.S. to other countries or regions in connection with operating the Services and storing or processing data. By using our Services, you consent to the transfer, storage, and processing of your information as described in this Privacy Notice.

Changes to this Privacy Notice

We will post any adjustments to the Privacy Notice on this page, and the revised version will be effective when it is posted. If we make material changes, we may notify you via a notice posted on our website or another method. We encourage you to read this Privacy Notice periodically to stay up to date about our privacy practices.

Contact Us

All feedback, comments, requests for technical support, and other communications relating to the Sites and our data collection and processing activities should be directed to: contact@opti3consulting.com.

Last updated: August 14, 2025

2. Terms & Conditions—Digital Goods

Effective Date: August 1, 2025

These Terms & Conditions ("Terms") govern the purchase, access, and use of all digital products ("Products") provided by **Opti3 Consulting LLC** ("we," "us," or "our") through our website, Gumroad, or any other sales platform. By purchasing, downloading, or using any Product, you ("you," "your," or "Customer") agree to these Terms in full.

1. Scope of Agreement

These Terms apply to all digital Products, including but not limited to templates, toolkits, frameworks, guides, e-books, online courses, software files, and any associated materials.

2. License & Permitted Use

- Upon purchase, you are granted a **non-exclusive**, **non-transferable license** to use the Product for **personal or licensed business use only**, as outlined in the accompanying **License Agreement**.
- You may **not**:
 - Share, copy, reproduce, or distribute the Product to others without express written permission.
 - Resell or sublicense the Product.
 - ° Claim ownership or authorship of the Product's content.

3. Delivery of Products

- All Products are delivered digitally. No physical items will be shipped.
- Access to the Product will be provided upon completion of payment via download link, file access, or other electronic delivery method.

4. Pricing & Payment

- All prices are listed in USD unless otherwise stated.
- Payment is due at the time of purchase through the approved payment processor on our sales platform (e.g., Gumroad).
- We reserve the right to change prices at any time without prior notice.

5. Refund & Return Policy

- Due to the digital nature of our Products, all sales are final unless otherwise stated in our Refund & Return Policy.
- Exceptions may be made only in cases where the Product is proven to be defective or inaccessible due
 to a technical issue on our end.

6. Intellectual Property Rights

- All Products, including content, design, text, graphics, and files, are the sole property of Opti3 Consulting LLC and are protected by copyright, trademark, and intellectual property laws.
- Purchase does not transfer ownership of any intellectual property rights.

7. No Warranty & Disclaimer

- Products are provided "as is" without warranties of any kind, express or implied.
- We make no guarantees regarding specific business, operational, or financial results from using the Product.

 Any recommendations or strategies contained in the Products are for informational and educational purposes only and should be adapted to your specific circumstances.

8. Limitation of Liability

To the maximum extent permitted by law, Opti3 Consulting LLC will not be liable for any indirect, incidental, consequential, or special damages, including loss of revenue, profits, or data, arising from the purchase or use of our Products.

9. Amendments to Terms

We reserve the right to update or modify these Terms at any time. Changes will be posted on our website or sales platform with a revised "Effective Date." Your continued use of any Product after changes are posted constitutes acceptance of the revised Terms.

10. Governing Law

These Terms are governed by and construed under the laws of the State of [Insert State], without regard to conflict of law principles. Any disputes will be resolved exclusively in the courts of [Insert County, State].

Contact Us:

Opti3 Consulting LLC

3. License Agreement - Digital Goods

Effective Date: August 1, 2025

This License Agreement ("Agreement") is a legal agreement between **Opti3 Consulting LLC** ("Licensor," "we," "us," or "our") and you, the purchaser ("Licensee," "you," or "your"), governing the use of any digital product ("Product") purchased from us via our website, Gumroad, or any other authorized platform.

By purchasing, downloading, accessing, or using the Product, you agree to be bound by the terms of this Agreement. If you do not agree, do not download, access, or use the Product.

1. Grant of License

Upon purchase, and subject to full payment of applicable fees, we grant you a **non-exclusive**, **non-transferable**, **non-sublicensable** license to use the Product for **personal or licensed business purposes only**.

2. Permitted Uses

You may:

- Download and store the Product on your personal or company-owned devices.
- Use, edit, and adapt the Product for your own business or personal needs.
- Use the Product in creating deliverables for your own internal business operations.

3. Prohibited Uses

You may **not**:

- Share, distribute, gift, or resell the Product to any third party without prior written consent from Opti3 Consulting LLC.
- Upload the Product to any public or shared platform without explicit authorization.
- Claim the Product or any derivative work as your own original creation.
- Reverse-engineer, decompile, or disassemble any software or code included with the Product.

4. Ownership & Intellectual Property

All rights, title, and interest in and to the Product remain the exclusive property of **Opti3 Consulting LLC**. The Product is protected by copyright, trademark, and other intellectual property laws.

This Agreement does not transfer ownership of any intellectual property rights to you.

5. Term & Termination

- This license is effective upon purchase and remains in effect unless terminated.
- We may revoke this license immediately if you breach any term of this Agreement. Upon termination, you must delete all copies of the Product from your possession.

6. No Warranty

The Product is provided "as is" without warranties of any kind, express or implied, including but not limited to fitness for a particular purpose or merchantability.

7. Limitation of Liability

To the maximum extent permitted by law, Opti3 Consulting LLC shall not be liable for any damages, losses, or claims arising from the use or misuse of the Product.

8. Governing Law

This Agreement is governed by the laws of the State of [Insert State], without regard to conflict of law principles. Any disputes will be resolved exclusively in the courts of [Insert County, State].

Contact Information

Opti3 Consulting LLC

4. Refund & Return Policy—Digital Goods

Effective Date: August 1, 2025

At **Opti3** Consulting LLC, we strive to provide high-quality digital products that deliver value to our customers. Because our products are delivered electronically and made accessible immediately upon purchase, all sales are final.

1. No Returns or Exchanges

Due to the nature of digital content, we do not accept returns, exchanges, or provide refunds once a purchase is completed and the product is delivered.

2. Non-Refundable Circumstances

Refunds will not be issued for:

- Change of mind after purchase.
- Failure to download or access the product after delivery (unless caused by a technical error on our part).
- Lack of usage or dissatisfaction based on personal expectations.
- Incompatibility with your specific device, software, or platform unless otherwise stated in the product description.

3. Exceptions – Technical Issues

If you experience a technical problem preventing you from accessing or using the product as described, please contact us at **opti3consulting@gmail.com** within **7 days of purchase**.

We will investigate and, if the issue is determined to be on our end, we may:

- Re-deliver the product.
- Provide an updated version.
- Offer a store credit or refund at our sole discretion.

4. Duplicate Purchases

If you accidentally purchase the same product more than once, please contact us within **7 days** of purchase, and we will process a refund for the duplicate transaction.

5. Pre-Orders & Early Access Sales

If you purchase a digital product during a pre-order or early access phase, the same no-refund policy applies once the product files are delivered, unless otherwise stated at the time of purchase.

6. Chargebacks

Initiating a chargeback without first contacting us will be considered a violation of this policy and may result in the revocation of your license to use any purchased products.

Contact Information

Opti3 Consulting LLC

5. Product Disclaimer - Digital Goods

Effective Date: August 1, 2025

This Product Disclaimer applies to all digital products ("Products") sold or distributed by **Opti3 Consulting LLC** ("we," "us," or "our"), including but not limited to templates, toolkits, guides, courses, software files, and any associated materials.

1. Digital Delivery Only

- All Products are delivered electronically. No physical items will be shipped.
- Upon purchase, you will receive access to download or view the Product. You are responsible for ensuring you have the necessary software, applications, or tools to use the Product.

2. License & Usage Rights

- Purchase grants you a non-exclusive, non-transferable license for personal or licensed business use only, as specified in the accompanying License Agreement.
- You may not copy, share, distribute, resell, or otherwise make the Product available to others without our express written consent.

3. No Guarantee of Specific Results

- Our Products are provided for informational, educational, and/or operational support purposes only.
- While we strive to provide high-quality content, we make no guarantees that use of any Product will result in specific business, operational, or financial outcomes. Your results may vary depending on your unique circumstances and implementation.

4. Compatibility & Access

- It is your responsibility to ensure that your devices, software, and internet connection meet the requirements for using the Product.
- We are not responsible for technical issues arising from your hardware, software, or internet service provider.

5. No Refund Policy

 Due to the digital nature of our Products, all sales are final unless otherwise stated in our Refund & Return Policy.

6. Limitation of Liability

o To the maximum extent permitted by law, we are not liable for any indirect, incidental, special, or consequential damages, including but not limited to loss of revenue, profits, data, or business opportunities, arising out of or related to the use or inability to use any Product.

7. **Intellectual Property**

 All content within our Products, including text, graphics, logos, and designs, is the intellectual property of Opti3 Consulting LLC and is protected by applicable copyright and intellectual property laws.

By purchasing, downloading, or using any Product, you acknowledge that you have read, understood, and agreed to this Product Disclaimer.

Contact:

Opti3 Consulting LLC

Email: contact@opti3consulting.com

6. Payment Processing Disclosure—Digital Products

Effective Date: August 1, 2025

At **Opti3 Consulting LLC**, we sell digital products through Gumroad and may use other third-party e-commerce platforms or payment processors. By purchasing our products, you acknowledge and agree to the following payment processing terms:

1. Third-Party Payment Processors

- We use secure third-party payment processors such as **Gumroad**, **Stripe**, **PayPal**, or other authorized platforms to facilitate transactions.
- We do not directly store, process, or have access to your complete payment card details.
- Your payment information is handled in accordance with the payment processor's own **Privacy Policy** and **Terms of Service**.

2. Accepted Payment Methods

Accepted payment options vary by platform and may include:

- Credit and debit cards (Visa, Mastercard, American Express, Discover)
- Digital wallets (Apple Pay, Google Pay, PayPal)
- Platform-specific payment options (as available on Gumroad or other sites)

3. Currency & Conversion

- All prices are listed in USD unless otherwise stated.
- If you make a purchase in a currency other than USD, your payment provider may apply conversion fees or exchange rates outside of our control.

4. Billing & Charges

- Charges will appear on your statement under the name of **Gumroad** or the respective payment processor.
- You are responsible for ensuring your payment method is valid and has sufficient funds. Failed payments may result in delayed or canceled delivery of your digital product.

5. Taxes & Fees

- Sales tax, VAT, or other applicable fees may be collected at checkout depending on your location and applicable laws.
- Gumroad and other platforms automatically calculate and remit applicable taxes as required by law.

6. Fraud Prevention

- Transactions may be subject to fraud screening and verification.
- We reserve the right to cancel any order if fraudulent activity is suspected.

7. Refunds

- All purchases are subject to our Refund & Return Policy.
- We do not issue refunds except as explicitly outlined in that policy.

Contact Information

Opti3 Consulting LLC

7. Data Collection Summary—Digital Products

Effective Date: August 1, 2025

At Opti3 Consulting LLC, we respect your privacy and are committed to protecting your personal information. This summary explains what data we collect, how we collect it, and how it is used when you purchase, download, or interact with our digital products through Gumroad or other sales platforms.

1. Information We Collect

a. Information You Provide Directly

- Contact Information: Name, email address, billing address, and phone number (if required).
- Payment Information: Payment details are collected and processed only by our secure third-party payment processors (e.g., Gumroad, Stripe, PayPal). We do not store full payment card numbers.
- Account Information (if applicable): Username, password, and any profile details if you create an account on a platform that requires one.
- Communications: Messages, support requests, or inquiries you send us via email, platform messaging, or contact forms.

b. Information Collected Automatically

- Purchase Data: Product purchased, purchase date, price, applied discounts, and purchase history.
- Platform Usage Data: IP address, browser type, operating system, and activity logs related to product downloads or access.
- Cookies & Similar Technologies: Used to improve platform functionality and user experience (subject to platform-specific policies).

c. Information from Third Parties

• We may receive additional information from sales platforms (e.g., Gumroad) such as your purchase history, location data (for tax purposes), and delivery confirmation details.

2. How We Use Your Information

- Order Fulfillment: Delivering purchased products and processing transactions.
- Customer Support: Responding to your questions or resolving product issues.
- Legal Compliance: Meeting tax, accounting, and regulatory requirements.
- Service Improvement: Analyzing purchase trends to improve our products.
- Marketing (Optional): Sending promotional emails if you opt in. You may unsubscribe at any time.

3. How Your Data Is Shared

- Payment Processors: Your payment data is handled solely by secure third-party processors (e.g., Gumroad, Stripe, PayPal).
- Service Providers: Trusted vendors assisting with email delivery, analytics, and technical support.
- Legal Requirements: If required by law, court order, or to protect our rights and safety.

4. Your Privacy Rights

- You may request to access, update, or delete your personal data by contacting us at opti3consulting@gmail.com.
- You can opt out of marketing emails at any time using the unsubscribe link provided.

5. Data Retention

- Purchase and tax-related records are retained as required by law.
- Other personal data is retained only as long as necessary to provide services and support.

6. Security

- We implement reasonable administrative, physical, and technical safeguards to protect your data.
- No system is 100% secure; we cannot guarantee absolute security.

Contact Information

Opti3 Consulting LLC

8. Accessibility Statement – Digital Goods

Effective Date: August 1, 2025

At Opti3 Consulting LLC, we are committed to ensuring that our digital products are accessible to all users, regardless of ability, technology, or location. We believe everyone should have equal access to the tools, resources, and content we create, and we actively work to meet recognized accessibility standards.

1. Our Commitment

We strive to ensure that all digital products—whether templates, checklists, guides, or other downloadable resources—are:

- **Perceivable**: Content is presented in a way that users can perceive, including options for readable text, high-contrast design, and scalable layouts.
- Operable: Products are navigable via keyboard, mouse, or assistive technologies.
- Understandable: Information is presented clearly, with consistent formatting and logical organization.
- Robust: Compatible with current assistive technologies and adaptable to future tools.

2. Standards We Follow

Where possible, our digital products are designed in alignment with:

- Web Content Accessibility Guidelines (WCAG) 2.1, Level AA
- Section 508 of the U.S. Rehabilitation Act
- Best practices for document accessibility in formats such as PDF, Word, Excel, and PowerPoint.

3. Our Actions to Improve Accessibility

- Use of structured headings, alt text, and descriptive hyperlinks in applicable documents.
- Providing machine-readable text rather than image-only content.
- Ensuring documents can be navigated via **keyboard shortcuts**.
- Offering adjustable font sizes and colors where platform tools allow.
- Testing with **assistive technology** when feasible.

4. Known Limitations

While we aim for full accessibility, some products may contain:

- Complex tables, charts, or diagrams that may not fully convert for screen readers.
- Visual elements where alternative descriptions are limited in conveying full context.
- Third-party platform limitations beyond our control (e.g., Gumroad's native interface).

If you encounter any barriers, please contact us so we can offer alternative formats or provide direct assistance.

5. Feedback & Contact

We welcome feedback to improve accessibility for our digital products.

Email: contact@opti3consulting.com Subject Line: Accessibility Feedback

We will respond within 5 business days and work with you to address your accessibility needs.

9. Versioning Statement – Digital Goods

Effective Date: August 1, 2025

At Opti3 Consulting LLC, we regularly review and update our digital products to maintain accuracy, improve functionality, and ensure compliance with best practices. This Versioning Statement explains how updates are managed and what you can expect after purchase.

1. Version Numbers

Each digital product is assigned a version number (e.g., v1.0, v2.1) to indicate its release stage:

- Major Updates (e.g., v2.0 → v3.0): Significant changes such as added features, redesigned layouts, or substantial content revisions.
- Minor Updates (e.g., $v2.1 \rightarrow v2.2$): Small improvements, corrections, or optimizations.

2. Update Notifications

If you purchased a digital product through Gumroad or another platform that supports update notifications, you will:

- Receive an **email notification** when a new version is released.
- Be able to download the updated version at no additional cost, unless otherwise specified at the time of purchase.

3. Access to Previous Versions

In some cases, you may request access to an earlier version of a product for compatibility or reference purposes. We will honor such requests **when feasible**, but we cannot guarantee indefinite access to outdated versions.

4. Scope of Updates

Updates may include:

- Content updates to reflect industry changes or new best practices.
- Technical improvements for better accessibility and usability.
- Corrections of errors, typos, or formatting issues.
- Expanded instructions or additional resources.

5. No Obligation for Future Updates

While we make every effort to keep products current, purchasing a digital product does not guarantee future updates unless explicitly stated. Some products may be **final release versions** with no planned revisions.

6. Feedback & Suggestions

We encourage customers to suggest improvements for future versions.

Email: digitalproducts@opti3consulting.com

Subject Line: Product Version Feedback

10. Indemnification Clause

By purchasing, downloading, accessing, or using any digital product from Opti3 Consulting LLC ("we," "our," or "us"), you ("you," "your," or "customer") agree to indemnify, defend, and hold harmless Opti3 Consulting LLC, its owners, affiliates, officers, employees, contractors, and licensors from and against any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorney's fees) arising from:

1. Your Use of the Product

 Any use, misuse, or reliance on our digital products that results in damages, legal claims, or disputes.

2. Violation of Terms

Any breach of our Terms & Conditions, License Agreement, or other posted policies.

3. Third-Party Claims

• Any claim by a third party related to your use, modification, resale, or distribution of our digital products, whether authorized or unauthorized.

4. Violation of Law

Any use of our products that violates applicable laws, regulations, or third-party rights.

You acknowledge and agree that:

- All digital products are provided "as-is" without warranties beyond those expressly stated in writing.
- We are not responsible for business losses, lost profits, data loss, or other indirect damages caused by your use of our products.
- This indemnification obligation will **survive the termination** of your access to or use of our products.

11. Jurisdiction Clause

These Terms & Conditions, along with all related policies and agreements, are governed by and construed in accordance with the laws of the **State of Delaware**, **United States**, without regard to its conflict of law principles.

By purchasing, downloading, or using any digital product from Opti3 Consulting LLC, you agree that:

1. Exclusive Venue

 Any dispute, claim, or legal proceeding arising out of or related to your purchase or use of our digital products shall be brought exclusively in the state or federal courts located in Delaware, USA.

2. Personal Jurisdiction

 You consent to the personal jurisdiction of these courts and waive any objection to such venue, including claims of forum non conveniens (inconvenient forum).

3. Compliance With Laws

 You are solely responsible for ensuring that your purchase and use of our digital products comply with the laws of your jurisdiction.

4. International Users

o If you access or purchase our products from outside the United States, you agree that any disputes will be resolved under **U.S. law** and in **U.S. courts** as stated above.

12. Contact Us For any questions, please contact us at: contact@opti3consulting.com.