



## **Sale of Digital goods Agreement**

This contract for the sale of digital goods is entered as of “the selling date on allapps.co.uk website” by and between **ALLAPPS LTD** (the “Seller”), and the Buyer “the online customer”.

The parties agree as follows:

1. **Sale of digital goods:** Pursuant to the terms and conditions of this Agreement, the Seller agrees to transfer ownership and deliver possession to the Buyer, and the Buyer shall pay for and accept from the Seller, the “Digital goods” listed at such prices and taxes as agreed by the Parties in this Agreement.
  - 1.1. Description of Digital goods Sold: The Buyer is purchasing ‘any type of software, plugin, theme, app listed in allapps.co.uk online store’ from the Seller.
2. **Purchase Price:** As consideration for the sale of the digital goods, the Buyer shall pay to the Seller the purchase price listed in the website plus tax.
3. **Payment Terms:** Unless otherwise stated, payment for the Digital goods is due within the date of the Seller’s invoice.
4. **Seller’s Representations:** The Seller hereby represents and warrants to the Buyer as follows:
  - 4.1. The Seller has full right, power, and authority to sell the Digital goods.
  - 4.2. The Seller has full right to change the price of these digital goods without any notice.
  - 4.3. The digital goods are not genuine digital goods, but they are only a dummy of the original digital goods and they are for testing only
5. **Delivery of digital goods/Shipping:** The Seller shall deliver the digital goods per the terms:
  - 1- By allow the buyer to download these digital goods from the download section in the buyer account. However, the seller cannot guarantee the availability of these digital goods immediately
6. **Refund and Cancellation Policy:**
  - 6.1. No Refunds: Once the digital goods are purchased the buyer has no right to claim his money back under any circumstances
7. **Force Majeure:** The Seller and the Buyer shall not be considered in default hereunder or be liable for any failure to perform or delay in performing any provisions of this Agreement in the customary manner to the extent that such failure or delay is caused by any reason beyond its control, including any act of God. The Party whose performance has been interrupted by such circumstances shall use every reasonable means to resume full performance of this Agreement as promptly as possible.
8. **Representations:**
  - 8.1. **Authority to Sign:** Each party promises to the other party that it has the authority to enter into this Contract and to perform all of its obligations under this Contract.
9. **General:**
  - 9.1. **Modification(s):** To change anything in this Contract, the Client and the Business must agree to the change in writing and sign a document showing their contract.
  - 9.2. **Signatures:** The Client and the Business must sign the document either electronically or in hardcopy. If this document is signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as originals for all purposes.
10. **Term and Termination:** If one of the parties chooses to end the Agreement prior to product delivery, the Buyer is responsible for paying for all costs incurred up until that date.