

TERMS OF SERVICE

Date of Last Revision: February 14, 2024

Hello Destiny Guide Community,

The following Terms of Service serve as a contract between you and Destiny Guide Inc.

IF YOU PURCHASE A SUBSCRIPTION, YOUR SUBSCRIPTION WILL AUTOMATICALLY RENEW FOR THE SAME SUBSCRIPTION PERIOD/TERMS AS ORIGINALLY PURCHASED.

TO AVOID ANY FUTURE UNWANTED CHARGES, YOU MUST CANCEL YOUR SUBSCRIPTION BEFORE THE EXPIRATION OF ANY FREE TRIAL PERIOD, SUBSCRIPTION PERIOD, OR RENEWAL PURSUANT TO THE TERMS AND CONDITIONS OF THIS SERVICE AND ANY THIRD-PARTY PAYMENT PLATFORMS SUCH AS ITUNES OR GOOGLE PLAY. PLEASE NOTE THAT DELETING YOUR ACCOUNT AND/OR MOBILE APPLICATION FROM YOUR DEVICE DOES NOT AUTOMATICALLY CANCEL YOUR SUBSCRIPTION. DESTINY GUIDE INC. IS NOT RESPONSIBLE FOR THE CANCELLATION OF ANY PURCHASES.

THESE TERMS OF SERVICE CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST US TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST THE DESTINY GUIDE ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY) ON AN INDIVIDUAL BASIS.

Destiny Guide Inc. (“The Destiny Guide,” “we,” “us,” “our”) provides its services (described below) to you through its website located at destinyguide.com and related services (collectively, such services, including any new features and applications, and the Application and the Mobile Services, the “Service(s)”), subject to the following Terms of Service (as amended from time to time, the “Terms of Service”). We reserve the right, at our sole discretion, to change or modify portions of these Terms of Service at any time. If we do this, we will post the changes on this page and will indicate at the top of this page the date these terms were last revised. We may also notify you, either through the Services’ user interface, push notification, and/or alert, in an email notification, or through other reasonable means. Any such changes will become effective no earlier than fourteen (14) days after they are posted, except that changes addressing new functions of the Services or changes made for legal reasons will be

effective immediately. Your continued use of the Service after the date any such changes become effective constitutes your acceptance of the new Terms of Service.

In addition, when using certain services, you will be subject to any additional terms applicable to such services that may be posted on the Service from time to time, including, without limitation, the Privacy Policy located at <http://destinyguide.com> and other Policies located at <http://destinyguide.com>. All such terms are hereby incorporated by reference into these Terms of Service.

Access and Use of the Service

Services Description: Destiny Guide was created to provide guidance and analysis of transits so that you'll know in advance about certain life events and encounters that may occur in your life and how long they will last so you can prepare or adjust to them. For example, if love is on the horizon - it's time to put something pretty on, get a haircut, and spend more time out and about, so the opportunity or opportunities will not pass you by.

Your Use: The Service is intended to provide helpful, educational, and informative material related to astrology for your entertainment only. It is provided with the understanding that The Destiny Guide does not render psychological, health, emotional, financial, legal, or any other kind of personal professional services in connection with the Service. If you require personal psychological, health, financial, or other assistance or advice, please consult a competent, licensed professional. The Destiny Guide specifically disclaims all responsibility for any liability, loss, or risk that is incurred as a consequence, directly or indirectly, of the use of the Service, including any actions you take or refrain from taking as a result of readings or analysis you receive through the Service and the actions of any users you connect with through the Service. The Destiny Guide further disclaims any legal liability for the reliability of any features related to the Service. You hereby agree to assume full responsibility for any actions you take or refrain from taking based in whole or in part on or related to your use of the Service.

Your General Registration Obligations: You are required to register with The Destiny Guide in order to access and use certain features of the Service. If you choose to register for the Service, you agree to provide and maintain true, accurate, current, and complete information about yourself as prompted by the Service's registration form. Registration data and certain other information about you are governed by our Privacy Policy. If you are under 13 years of age, you are prohibited from using the Service. In addition, if you are under 18 years old, you may use the Service only with the approval of a parent or guardian. Registered sex offenders are prohibited from using the Service.

Member Account, Password, and Security: You are responsible for maintaining the confidentiality of your password and account, if any, and are fully responsible for any and all activities that occur under your password or account. You agree to (a) immediately notify The Destiny Guide of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session when accessing the Service. The Destiny Guide will not be liable for any loss or damage arising from your failure to comply with this Section.

Modifications to Service: The Destiny Guide reserves the right to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that The Destiny Guide will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service.

General Practices Regarding Use and Storage: You acknowledge that The Destiny Guide may establish general practices and limits concerning use of the Service, including without limitation the maximum period of time that data or other content will be retained by the Service and the maximum storage space that will be allotted on The Destiny Guide's servers on your behalf. You agree that The Destiny Guide has no responsibility or liability for the deletion or failure to store any data or other content maintained or uploaded by the Service. You acknowledge that The Destiny Guide reserves the right to terminate accounts that are inactive for an extended period of time. You further acknowledge that The Destiny Guide reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Additional Terms of Service for Podcasts/Digital Audio files: The Audio files contain a variety of materials and other items relating to The Destiny Guide and its products and services, and similar items from our licensors and other third parties, including all layout, information, articles, posts, text, data, files, images, scripts, designs, graphics, button icons, instructions, illustrations, audio clips, music, sounds, pictures, videos, advertising copy, URLs, technology, software, interactive features, and the compilation, assembly, and arrangement of the materials of the Audio and any and all copyrightable material (including source and object code). NO CONTENT IS INTENDED TO CONSTITUTE PROFESSIONAL ADVICE, WHETHER MEDICAL, PSYCHOLOGICAL, EMOTIONAL, FINANCIAL, LEGAL OR OTHERWISE. COMPANY AND THOSE POSTING OR OTHERWISE PROVIDING INFORMATION, CONTENT, OR MATERIAL ARE NOT RESPONSIBLE OR LIABLE FOR ANY CONSEQUENCES RELATING DIRECTLY OR INDIRECTLY TO ANY ACTION OR INACTION YOU TAKE BASED ON THE INFORMATION, CONTENT, OR OTHER MATERIAL ON THE DIGITAL AUDIO FILES. You understand that by using and accessing the Audio, you may encounter Content that you may deem to be offensive or objectionable and that such Content may or

may not be identified as having explicit material. Nevertheless, you agree to the use of the Audio at your sole risk, and the Company shall have no liability to you for material that may be found to be offensive or objectionable.

The Audio (including past, present, and future versions) and the Services are owned or controlled by The Destiny Guide, our licensors, and/or certain other third parties. All right, title, and interest in and to the content available via the Audio is the property of The Destiny Guide or our licensors, or certain other third parties and is protected by U.S. and international copyright, trademark, trade dress, patent, and/or other intellectual property and unfair competition rights and laws to the fullest extent possible. The Destiny Guide owns the copyright in the selection, compilation, assembly, arrangement, and enhancement of the Audio.

Subject to your strict compliance with these Terms of Service, The Destiny Guide grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to: (i) download (temporary storage only), display, view, use, and play the Audio (excluding source and object code in raw form or otherwise, other than as made available to access and use to enable display and functionality) on a personal computer, mobile phone or other wireless device, or other Internet enabled device (each, a "Device") for your personal, non-commercial use only. The foregoing limited license: (i) does not give you any ownership of, or any other intellectual property interest in, any Audio, and (ii) may be immediately suspended or terminated for any reason, in The Destiny Guide's sole discretion, and without advance notice or liability. In some instances, we may permit you to have greater access to and use of the Audio, subject to certain Additional Terms.

When using the Audio, you must respect the intellectual property and other rights of The Destiny Guide and others. Your unauthorized use of Audio may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.

Mobile Services: The Service includes certain services that are available via a mobile device, including (i) the ability to upload content to the Service via a mobile device, (ii) the ability to browse the Service and the Application from a mobile device, (iii) the ability to access certain features through the Application (collectively, the "Mobile Services"), and (iv) the ability to download content from the Service. To the extent you access the Service through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using the Mobile Services, you agree that we may communicate with you regarding The Destiny Guide and other entities by SMS, MMS, text message, or other electronic means to

your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. In the event you change or deactivate your mobile telephone number, you agree to promptly update your Services account information to ensure that your messages are not sent to the person that acquires your old number.

3. Fees and Taxes

(a) General

The use of the Services is subject to payment of a fee(s), one-time or subscription as may be determined by Us from time to time (“Fees”), which shall be made via credit card or such other payment method as accepted by Us (“Payment Method”). If you wish to use these Services, whether for commercial or personal use, you are required to pay all applicable and respective Fees in advance. If you purchase the Services that We offer, you agree to Our or Our third-party service providers storing and updating your payment card information. You expressly agree (i) that We are authorized to charge you (A) the Fee, (B) any other Fees for the Services you may purchase, and any applicable taxes in connection with your use of the Services to the payment card you provide and (ii) to reimburse us for all collection costs and interest for an overdue amounts. We reserve the right to change, amend, modify or vary the price, package, and/or features of the one-time and subscription plan. If We change the price and package of such subscription plan(s), We will give you notice in advance of these changes.

We will use all reasonable effort to ensure that the pricing and information for Our Services stated therein are accurate, however, there are possibilities due to the genuine error that the information of Our Services may be inaccurate or any of Our Services may be priced wrongly. If such situations may arise, We reserve the right to take any appropriate action We deem necessary to rectify the same.

(b) Fee Changes

You understand that additional services that may be introduced in the future may be subject to additional fees. You further acknowledge and approve that We reserve the right to change Our Fees at any time, at Our sole discretion, upon notice to you if such changes affect your existing subscription. If you received a discount for a subscription fee or any other promotional offer for a subscription fee, We shall have the right to renew your subscription automatically and without further notice at the full applicable Fee.

(c) One Time Fee & Refunds If you believe that you were charged in error, you may provide a written notice to hello@destinyguide.com to request to cancel the Fee. Eligibility to cancel a Fee will be assessed by Us based on a number of factors, including without limitation, violations to Our License Agreement and improper usage of Our Services.

(d) Taxes and Currencies

All Fees for the Services shall be in U.S. Dollars, except when and as specifically stated otherwise by Us. You shall have full and sole responsibility for all taxes and fees of any nature associated with Our Fees and Services, including any sales tax related to the purchase or sale of Services.

(e) Subscription

In order to ensure that you do not experience an interruption of the Service due to the lapse of the subscription period, the subscription will be based on an auto-renewal basis whereby it will automatically be renewed upon the end of the applicable subscription period (i.e., monthly basis or yearly basis) corresponding to the term of your subscription.

In the event your subscription begins on a day not contained in a given month, We shall bill you via the Payment Method on the last day of such month. For example, if you had subscribed to use Our Service and became a paying subscriber on 28 February, you shall be billed via the Payment Method on 31 March (if you had opted for a monthly subscription) or on 31 May (if you had opted for a quarterly subscription). You acknowledge that the timing of when you are billed and the amount billed via the Payment Method may vary, including, for example, due to free trials and other promotional offers, credits applied, changes in your subscription, and changes in applicable taxes, and you authorize us to charge you for the corresponding amounts.

If We offer you a promotion (e.g., a promotional price) for your subscription, the specific terms of the promotion will be disclosed during your sign-up or in other materials provided to you describing the particular promotion. In the case of promotional pricing, after your promotion ends, We will begin billing you for your subscription at the regular price after the promotion ends unless you cancel prior to the end of the promotion or unless otherwise disclosed in communications made available to you.

4. Cancellation of Subscription and Account Deletion

(a) Cancellation of Subscription

You may discontinue use and request the cancellation of your subscription at any time. Upon cancellation, we will not renew your subscription unless you subsequently renew, however we shall not be liable for reimbursing you due to any cancellation of your subscription for any fees that have been paid or committed by you. For example, if you have paid or subscribed for twelve (12) months upfront, such amount shall be deemed forfeited.

You may cancel your subscription by going to “My Account” and following the instructions as stated therein.

(b) Account Deletion

You may also delete your account by going to “My Account” and following the instructions for the deletion of your account.

Upon the closure of your account and under your specific instruction for data erasure, we shall take all reasonable efforts to erase all data related to your account. We reserve the right to retain any data necessary under the applicable laws.

Upon cancellation or discontinuance of your subscription and account, you may continue to use any work previously produced, created or reproduced by you via the Service as of the date of cancellation or discontinuance, provided always that such use must be in compliance with the terms of this Terms of Use, the License Agreement and other relevant licensing agreements as may be imposed by Us from time to time.

For the avoidance of doubt, upon such cancellation or discontinuance of your subscription and your account you shall not use the Service.

Without limiting the foregoing, please note that canceling or terminating your subscription does not delete your account, information, data files, or profile from The Destiny Guide, though we reserve the right to delete any such information in whole or in part.

Automatic Renewal: If you purchase a one year subscription, your subscription will automatically renew for the same subscription period/terms as originally purchased. If you purchase a one year subscription with renewals in monthly instalments, your subscription after one year period will automatically renew for one year period /terms. You have an option to purchase one more year of period during your ongoing subscription. You have an opportunity to purchase the next one year period maximum 5 times. To avoid any future unwanted charges, you must cancel your subscription before the expiration of any free trial period, subscription period, or renewal pursuant to the terms and conditions of this Service. Please note that deleting your account and/or mobile application from your device does not automatically cancel your subscription.

7-day Free Trial for Certain Services

You have 7 days from your first valid registration time with Destiny Guide to use certain of the services. After 7 days the credit card you provide will be charged and there shall not be any money back guarantee or any right to obtain a refund. If within such 7-day free trial period you properly indicate a request on the website to cancel your subscription, your credit card will not be charged and we reserve the right to delete your information at any time.

The free trial above applies to the first time Transit Forecast (Horoscope) service only but not to the Soul Mission service nor to the Transit Forecast plus Soul Mission integrated service or any renewal subscription. We reserve the right to modify, amend or cancel this free trial policy at any time.

Notice to California subscribers: You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. If you subscribed using iTunes or Google Play, refunds are handled by Apple and Google respectively, not The Destiny Guide . If you wish to request a refund, please visit the refunds information detailed below. Pursuant to Cal. Civ. Code § 1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs in writing to Consumer Information Division, 1625 North Market Blvd., Suite N112, Sacramento, California 95834 or by phone at (800) 952-5210.

For subscribers residing in Arizona, California, Connecticut, Illinois, Iowa, Minnesota, New York, North Carolina, Ohio, Rhode Island, and Wisconsin, the following terms may apply.

You may cancel your subscription, without penalty or obligation, at any time prior to midnight of the third business day following the date you subscribed. In the event that you die before the end of your subscription period, your estate shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your death. In the event that you become disabled (such that you are unable to use the services of The Destiny Guide) before the end of your subscription period, you shall be entitled to a refund of that portion of any payment you had made for your subscription which is allocable to the period after your disability by providing the company notice in the same manner as you request a refund as described below.

Conditions of Use

User Conduct: You are solely responsible for all code, video, images, information, data, text, software, music, sound, photographs, graphics, messages or other materials (“content”) that you upload, post, publish, share, or display (hereinafter, “upload”) or email or otherwise use via the Service. The following are examples of the kind of content and/or use that is illegal or prohibited by The Destiny Guide . The Destiny Guide reserves the right to investigate and take appropriate legal action against anyone who, in The Destiny Guide ’s sole discretion, violates this provision or any other provision contained in these Terms of Service or any corresponding Rules and Regulations published by this Service, including without limitation: (1) removing the offending content from the Service; (2) blocking certain IP Addresses; (3) suspending or terminating the account of such violators; and (4) reporting violators to the appropriate law enforcement authorities. Please note, all such action may be done without prior notice to the offending party/user. You agree not to use the Service to email or otherwise upload any content that:

- infringes any intellectual property or other proprietary rights of any party;
- you do not have a right to upload under any law or under contractual or fiduciary relationships;

- contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- poses or creates a privacy or security risk to any person;
- constitutes unsolicited or unauthorized advertising, promotional materials, commercial activities and/or sales, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” “contests,” “sweepstakes,” or any other form of solicitation;
- is unlawful, harmful, threatening, abusive, harassing, tortious, excessively violent, defamatory, vulgar, obscene, pornographic, libelous, invasive of another’s privacy, hateful racially, ethnically or otherwise objectionable;
- in the sole judgment of The Destiny Guide, is objectionable or which restricts or inhibits any other person from using or enjoying the Service, or which may expose The Destiny Guide or its users to any harm or liability of any type;
- interferes with or disrupts the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- violates any applicable local, state, national or international law, or any regulations having the force of law;
- impersonates any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- solicits personal information from anyone under the age of 18;
- harvests or collects email addresses or other contact information of other users from the Service by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;
- advertises or offers to sell or buy any goods or services for any business purpose that is not specifically authorized;
- furthers or promotes any criminal activity or enterprise or provide instructional information about illegal activities;
- creates new accounts after being removed from the service without express permission from The Destiny Guide;
- obtains or attempts to access or otherwise obtain any materials or information through any means not intentionally made available or provided for through the Service;
- violates our Community Guidelines; or
- is abusive, harassing, threatening, or otherwise inappropriate when communicating The Destiny Guide’s customer support teams.

A note about our User Conduct: we ask that Users treat everyone with respect, honesty, and kindness to promote a safe space for sharing personal stories and experiences.

The Destiny Guide has a zero-tolerance policy regarding inappropriate User Conduct and reserves all rights to take the necessary steps to aggressively enforce that policy.

No Criminal Background or Identity Verification Checks: The Destiny Guide does not conduct criminal background or identity verification checks on users of this Service. Please use common sense and sound judgment when communicating with others on this Service. For more information, please review our Online Safety FAQ.

YOU UNDERSTAND THAT THE DESTINY GUIDE DOES NOT CONDUCT CRIMINAL BACKGROUND OR IDENTITY VERIFICATION CHECKS ON USERS OF THIS SERVICE OR OTHERWISE INQUIRE INTO THE BACKGROUND OF ITS USERS. THE DESTINY GUIDE MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT, IDENTITY, INTENTIONS, LEGITIMACY, OR VERACITY OF USERS.

HOWEVER, THE DESTINY GUIDE RESERVES THE RIGHT TO CONDUCT, AND YOU AUTHORIZE THE DESTINY GUIDE TO CONDUCT, ANY CRIMINAL BACKGROUND CHECK OR OTHER SCREENINGS AS IT DEEMS NECESSARY, (SUCH AS SEX OFFENDER REGISTRATION SEARCHES) AT ANY TIME USING AVAILABLE PUBLIC RECORDS, AND YOU AGREE THAT ANY INFORMATION YOU PROVIDE MAY BE USED FOR THAT PURPOSE.

YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS AND COMMUNICATIONS WITH OTHER USERS ON THIS SERVICE. SEX OFFENDER REGISTRATION SCREENINGS AND OTHER SIMILAR TOOLS DO NOT GUARANTEE YOUR SAFETY ON THIS SERVICE AND ARE NOT A SUBSTITUTE FOR FOLLOWING COMMON SENSE SAFETY PRECAUTIONS AND OTHER REASONABLE SAFETY MEASURES. YOU SHOULD ALWAYS USE YOUR BEST JUDGMENT AND TAKE APPROPRIATE SAFETY PRECAUTIONS WHEN COMMUNICATING WITH OR MEETING NEW PEOPLE ONLINE. COMMUNICATIONS RECEIVED THROUGH THE SERVICE, INCLUDING AUTOMATIC NOTIFICATIONS SENT BY THE Destiny Guide, MAY RESULT FROM USERS ENGAGING WITH THE SERVICE FOR IMPROPER PURPOSES, INCLUDING HARASSMENT, BULLYING, FRAUD, ABUSE, OR OTHER SIMILAR INAPPROPRIATE BEHAVIORS.

Although The Destiny Guide strives to encourage and provide a respectful user experience, it is not responsible or liable in any way for the conduct of any user on or off the Service. You agree to use caution in all interactions with other users, particularly if you decide to communicate outside of the Service or meet in person.

Special Notice for International Use; Export Controls: Software (defined below) available in connection with the Service and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from the Service or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using the Software is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all local rules and laws regarding your use of the Service, including as it concerns online conduct and acceptable content.

Commercial Use: Unless otherwise expressly authorized herein or in the Service, you agree not to display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer or upload for any commercial purposes, any portion of the Service, use of the Service, or access to the Service. The Service is for your personal use.

Third-Party Distribution Channels

With respect to Software that is made available for your use in connection with an Apple-branded product (such as Software, “Apple-Enabled Software”), in addition to the other terms and conditions set forth in these Terms of Service, the following terms and conditions apply:

- The Destiny Guide and you acknowledge that these Terms of Service are concluded between The Destiny Guide and you only, and not with Apple, Inc. (“Apple”), and that as between The Destiny Guide and Apple, The Destiny Guide, not Apple, is solely responsible for the Apple-Enabled Software and the content thereof.
- You may not use the Apple-Enabled Software in any manner that is in violation of or inconsistent with the Usage Rules set forth for Apple-Enabled Software in, or otherwise be in conflict with, the App Store Terms of Service.
- Your license to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS Product that you own or control, as permitted by the Usage Rules set forth in the App Store Terms of Service.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Enabled Software to you, if any; and, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty, which will be The Destiny Guide’s sole responsibility, to the extent it cannot be disclaimed under applicable law.
- The Destiny Guide and you acknowledge that The Destiny Guide, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the Apple-Enabled Software or the end-user’s possession and use of that Apple-Enabled Software infringes that third party’s intellectual property rights, as between The Destiny Guide and Apple, The Destiny Guide, not Apple, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to The Destiny Guide as follows: hello@destinyguide.com

The Destiny Guide and you acknowledge and agree that Apple, and Apple’s subsidiaries, are third-party beneficiaries of these Terms of Service with respect to the Apple-Enabled Software, and that, upon your acceptance of the terms and conditions of these Terms of Service, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you with respect to the Apple-Enabled Software as a third-party beneficiary thereof.

Intellectual Property Rights

Service Content, Software and Trademarks: You acknowledge and agree that the Service may contain content or features (“Service Content”) that are protected by copyright, patent, trademark, trade secret or other proprietary rights and laws. Except as expressly authorized by The Destiny Guide, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Service Content, in whole or in part, except that the foregoing does not apply to your own User Content (as defined below) that you legally upload to the Service. In connection with your use of the Service you will not engage in or use any data mining, robots, scraping or similar data gathering or extraction methods. If you are blocked by The Destiny Guide from accessing the Service (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (e.g., by masking your IP address or using a proxy IP address). Any use of the Service or the Service Content other than as specifically authorized herein is strictly prohibited. The technology and software underlying the Service or distributed in connection therewith are the property of The Destiny Guide, our affiliates and our partners (the “Software”). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted herein are reserved by The Destiny Guide.

The Destiny Guide name and logos are trademarks and service marks of The Destiny Guide (collectively the “The Destiny Guide Trademarks”). Other company, product, and service names and logos used and displayed via the Service may be trademarks or service marks of their respective owners who may or may not endorse or be affiliated with or connected to The Destiny Guide. Nothing in this Terms of Service or the Service should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of The Destiny Guide Trademarks displayed on the Service,

without our prior written permission in each instance. All goodwill generated from the use of The Destiny Guide Trademarks will insure to our exclusive benefit.

Third-Party Material: Under no circumstances will The Destiny Guide be liable in any way for any content or materials of any third parties (including users), including, but not limited to, for any errors or omissions in any content, or for any loss or damage of any kind incurred as a result of the use of any such content. You acknowledge that The Destiny Guide does not pre-screen content, but that The Destiny Guide and its designees will have the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service. Without limiting the foregoing, The Destiny Guide and its designees will have the right to remove any content that violates these Terms of Service or is deemed by The Destiny Guide, in its sole discretion, to be otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any content, including any reliance on the accuracy, completeness, or usefulness of such content.

User Content Transmitted Through the Service: With respect to the content or other materials you upload through the Service or share with other users or recipients (collectively, “User Content”), you represent and warrant that you own all right, title and interest in and to such User Content, including, without limitation, all copyrights and rights of publicity contained therein. By uploading any User Content you hereby grant and will grant The Destiny Guide and its affiliated companies a nonexclusive, worldwide, royalty free, fully paid up, transferable, sublicensable, perpetual, irrevocable license to copy, display, upload, perform, distribute, store, modify and otherwise use your User Content in connection with the operation of the Service or the promotion, advertising or marketing thereof, in any form, medium or technology now known or later developed.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Service (“Submissions”), provided by you to The Destiny Guide are non-confidential and The Destiny Guide will be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

You acknowledge and agree that The Destiny Guide may preserve content and may also disclose content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (a) comply with legal process, applicable laws or government requests; (b) enforce these Terms of Service; (c) respond to claims that any content violates the rights of third parties; or (d) protect the rights, property, or personal safety of The Destiny Guide, its users and the public. You understand that the technical processing and transmission of the Service, including your

content, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

You acknowledge and agree that you own all rights to any User Content generated inside the Service that may get posted or shared outside of the Service via social media or on third-party websites.

You acknowledge and agree that certain features on The Destiny Guide are community forums and any User Content uploaded or shared on those features will be instantly shared with other members of The Destiny Guide. Please exercise caution before uploading or sharing any User Content.

Member Content Transmitted Through the Service: Other users will also share content on this Service (collectively, "Member Content"). Member content shared on this Service is the sole property of the user who shared that content with The Destiny Guide. You have no rights to said member content, cannot use any of the content in violation of these Terms of Service. The Destiny Guide reserves the right to immediately delete your account for any misuse of member content.

Use of Celebrity Information: Any celebrity featured on the Service is there for informational and newsworthy purposes only. A celebrity's presence on our Service does not constitute his or her endorsement of The Destiny Guide or any information or material located thereon. Moreover, the presence of any celebrity on The Destiny Guide does not imply or warrant The Destiny Guide's endorsement of that said celebrity.

We encourage any celebrity or his or her representative to contact us at hello@destinyguide.com to request information or content removal from The Destiny Guide.

Copyright Complaints: The Destiny Guide respects the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied in a way that constitutes copyright infringement, or that your intellectual property rights have been otherwise violated, you should notify The Destiny Guide of your infringement claim in accordance with the procedure set forth below.

The Destiny Guide will process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws with respect to any alleged or actual infringement. A notification of claimed copyright infringement should be emailed to The Destiny Guide's Copyright Agent at hello@destinyguide.com (Subject line: "DMCA Takedown Request"). You may also contact us by mail:

DESTINY GUIDE INC.

677 N. WASHINGTON BLVD #57
SARASOTA, FL 34236, US

To be effective, the notification must be in writing and contain the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Service, with enough detail that we may find it on the Service;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Counter-Notice: If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to upload and use the content in your User Content, you may send a written counter-notice containing the following information to the Copyright Agent:

- your physical or electronic signature;
- identification of the content that has been removed or to which access has been disabled and the location at which the content appeared before it was removed or disabled;
- a statement that you have a good faith belief that the content was removed or disabled as a result of mistake or a misidentification of the content; and
- your name, address, telephone number, and email address, a statement that you consent to the jurisdiction of the federal court located within New York City, New York and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, The Destiny Guide will send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the content provider, member or user, the removed content may be replaced, or access to it restored, in 10 to 14 business days or more after receipt of the counter-notice, at our sole discretion.

Repeat Infringer Policy: In accordance with the DMCA and other applicable law, The Destiny Guide has adopted a policy of terminating, in appropriate circumstances and at The Destiny Guide's sole discretion, users who are deemed to be repeat infringers. The Destiny Guide may also at its sole discretion limit access to the Service and/or terminate the memberships of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

Third-Party Websites

The Service may provide, or third parties may provide, links or other access to other sites and resources on the Internet. The Destiny Guide has no control over such sites and resources and The Destiny Guide is not responsible for and does not endorse such sites and resources. You further acknowledge and agree that The Destiny Guide will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any content, events, goods or services available on or through any such site or resource. Any dealings you have with third parties found while using the Service are between you and the third party, and you agree that The Destiny Guide is not liable for any loss or claim that you may have against any such third party.

Indemnity and Release

You agree to release, indemnify and hold The Destiny Guide and its affiliates and their officers, employees, directors and agents harmless from any from any and all losses, damages, expenses, including reasonable attorneys' fees, rights, claims, actions of any kind and injury (including death) arising out of or relating to your use of the Service, any User Content, your connection to the Service, your violation of these Terms of Service or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

Disclaimer of Warranties

YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE DESTINY GUIDE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

THE DESTINY GUIDE MAKES NO WARRANTY THAT (I) THE SERVICE WILL MEET YOUR REQUIREMENTS, (II) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, OR (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS.

Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE DESTINY GUIDE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF THE DESTINY GUIDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, RESULTING FROM: (I) THE USE OR THE INABILITY TO USE THE SERVICE; (II) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (IV) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (V) ANY OTHER MATTER RELATING TO THE SERVICE. IN NO EVENT WILL THE DESTINY GUIDE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID THE DESTINY GUIDE IN THE LAST SIX (6) MONTHS, OR, IF GREATER, ONE HUNDRED DOLLARS (\$100).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE OR WITH THESE TERMS OF SERVICE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICE.

IF YOU ARE A USER FROM NEW JERSEY, THE FOREGOING SECTIONS TITLED "DISCLAIMER OF WARRANTIES" AND "LIMITATION OF LIABILITY" ARE INTENDED TO BE ONLY AS BROAD AS IS PERMITTED UNDER THE LAWS OF THE STATE OF NEW JERSEY. IF ANY PORTION OF THESE SECTIONS IS HELD TO BE INVALID UNDER THE LAWS OF THE STATE OF NEW JERSEY, THE INVALIDITY OF SUCH PORTION SHALL NOT AFFECT THE VALIDITY OF THE REMAINING PORTIONS OF THE APPLICABLE SECTIONS.

Dispute Resolution by Binding Arbitration: PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate

This Dispute Resolution by Binding Arbitration section is referred to in this Terms of Service as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and The Destiny Guide, whether arising out of or relating to this Terms of Service (including any alleged breach thereof), the Services, any advertising, any aspect of the relationship or transactions between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this Terms of Service, you and The Destiny Guide are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AND THE DESTINY GUIDE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE DESTINY GUIDE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

Pre-Arbitration Dispute Resolution

The Destiny Guide is interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to the customer's satisfaction by emailing customer support at hello@destinyguide.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to The

Destiny Guide should be sent to contact@destinyguide.com (“Notice Address”). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If The Destiny Guide and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or The Destiny Guide may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by The Destiny Guide or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or The Destiny Guide is entitled.

Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Supplementary Procedures for Consumer-Related Disputes (collectively, the “AAA Rules”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA’s consumer arbitration page, http://www.adr.org/consumer_arbitration. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms of Service as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under the Terms of Service and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless The Destiny Guide and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, The PDestiny Guide agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, The Destiny Guide will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, The Destiny Guide will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys’ fees will be governed by the AAA Rules.

Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Severability

If a court or the arbitrator decides that any term or provision of this Arbitration Agreement (other than the subsection (b) titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of subsection (b) above titled “Prohibition of Class and Representative Actions and Non-Individualized Relief” are invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of the Terms of Service will continue to apply.

Future Changes to Arbitration Agreement

Notwithstanding any provision in this Terms of Service to the contrary, The Destiny Guide agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of the Services, you may reject any such change by sending The Destiny Guide written notice within thirty (30) calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms of Service (or accepted any subsequent changes to these Terms of Service).

Termination

You agree that The Destiny Guide, in its sole discretion, may suspend or terminate your account (or any part thereof) or use of the Service and remove and discard any content within the Service, and reserves the right to delete any of your information or data, for any reason, including, without limitation, for lack of use, any cancelation of the subscription for any reason, or if The Destiny Guide believes that you have violated or acted inconsistently with the letter or spirit of these Terms of Service. In addition any suspected fraudulent, abusive or illegal activity that may be grounds for termination of your use of Service, may be referred to appropriate law enforcement authorities. The Destiny Guide may also in its sole discretion and at any time discontinue providing the Service, or any part thereof, with or without notice or cause and reserves the right to delete any of your information or data. . You agree that any termination of your access to the Service under any provision of this Terms of Service may be effected without prior notice, and acknowledge and agree that The Destiny Guide may immediately deactivate or delete your account and all related information, data and files in your account and/or bar any further access to such files or the Service. Further, you agree that The Destiny Guide will not be liable to you or any third party for any termination of your access to the Service.

User Disputes

You agree that you are solely responsible for your interactions with any other user in connection with the Service and The Destiny Guide will have no liability or responsibility with respect thereto. The Destiny Guide reserves the right, but has no obligation, to become involved in any way with disputes between you and any other user of the Service.

General

These Terms of Service constitute the entire agreement between you and The Destiny Guide and govern your use of the Service, superseding any prior agreements between you and The Destiny Guide with respect to the Service. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third-party content or third-party software. These Terms of Service will be governed by the laws of the State of New York without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth above, you and The Destiny Guide agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within New York City, New York. The failure of The Destiny Guide to exercise or enforce any right or provision of these Terms of Service will not constitute a waiver of such right or provision. If any provision of these Terms of Service is found by a court of competent jurisdiction to be invalid, the

parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms of Service remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these Terms of Service must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of this agreement and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You may not assign these Terms of Service without the prior written consent of The Destiny Guide , but The Destiny Guide may assign or transfer these Terms of Service, in whole or in part, without restriction. The section titles in these Terms of Service are for convenience only and have no legal or contractual effect. Notices to you may be made via either email or regular mail. The Service may also provide notices to you of changes to these Terms of Service or other matters by displaying notices or links to notices generally on the Service.

Your Privacy

At The Destiny Guide, we respect the privacy of our users. For details, please see our Privacy Policy, available at: www.theDestinyGuide.com/privacy. By using the Service, you consent to our collection and use of personal data as outlined therein.

Questions? Concerns? Suggestions? Please contact us at hello@destinyguide.com to report any violations of these Terms of Service or to pose any questions regarding these Terms of Service or the Service.

Now, that wasn't so bad right? Thank you for reading our Terms of Service. We hope you enjoy The Destiny Guide!