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# Introduction and Purpose

This Virtual Goods Sale Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal"), and Acme, Inc, also a United States company, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("ACME-1").

## Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will sell and ACME-1 will purchase virtual goods. These virtual goods include in-game items, virtual currency, and digital collectibles. This Agreement defines the rights, obligations, and responsibilities of both parties, governing the sale, delivery, usage, and intellectual property related to the virtual goods. It also clarifies payment terms, refund policies, dispute resolution mechanisms, and other pertinent legal matters.

## Definitions

For purposes of this Virtual Goods Sale Agreement, the following terms shall have the meanings set forth below:

**Virtual Goods:** Digital items, including but not limited to in-game items, virtual currency, digital collectibles, and other digital assets, that can be used within a specific online game or platform.

**Scope of Use:** The permitted uses of the Virtual Goods, which are limited to personal, non-commercial entertainment within the designated game or platform. The Scope of Use does not grant any ownership rights.

**Intellectual Property Rights:** All copyrights, trademarks, patents, trade secrets, and other proprietary rights related to the Virtual Goods and the associated game or platform, which are owned by DocuPal Demo, LLC or its licensors. ACME-1 acknowledges that it obtains no intellectual property rights through this agreement.



# Scope of Sale

DocuPal Demo, LLC ("DocuPal") agrees to sell, and ACME-1 agrees to purchase, the following virtual goods: specific in-game items, quantities of virtual currency, and a set of digital collectibles, as detailed below.

## Virtual Goods Defined

- **In-Game Items:** These are digital objects, such as weapons, armor, or tools, designed for use within specific games or virtual environments. The exact items included in this sale will be specified in Exhibit A.
- **Virtual Currency:** This consists of digital tokens or credits, such as 10,000 gold coins, that can be used to acquire virtual goods or services within the game or platform.
- **Digital Collectibles:** This includes a set of unique digital assets, such as 5 unique avatars.

## Restrictions

The virtual goods provided are for ACME-1's personal, non-commercial use only. ACME-1 is prohibited from transferring, selling, or sublicensing these virtual goods to any third party. ACME-1 does not acquire any ownership or intellectual property rights in the virtual goods beyond the right to use them as permitted by this agreement and the applicable platform's terms of service.

# Ownership and License Rights

## Ownership of Virtual Goods

DocuPal Demo, LLC retains all ownership of the virtual goods. This agreement does not transfer ownership to ACME-1.

## License Grant to ACME-1

DocuPal Demo, LLC grants ACME-1 a limited license to use the virtual goods. This license is non-exclusive. It is also non-transferable. ACME-1 may only use the virtual goods within the intended game environment.



## Scope of License

The license granted to ACME-1 is specifically for personal and non-commercial use within the game. ACME-1 cannot sublicense, sell, or redistribute the virtual goods. Any attempt to do so is a breach of this agreement.

## DocuPal Demo, LLC Retained Rights

DocuPal Demo, LLC reserves all rights not explicitly granted to ACME-1. This includes all intellectual property rights related to the virtual goods. ACME-1 agrees not to infringe upon these rights. This includes but is not limited to, copyrights, trademarks, and trade secrets. DocuPal Demo, LLC can modify, update, or remove virtual goods at its discretion. ACME-1 acknowledges that these changes may occur and agrees to accept them.

## Payment Terms

All payments for virtual goods are due immediately upon purchase. We do not offer payment plans or installments.

## Accepted Payment Methods

We accept payments via credit card, PayPal, and other methods as specified on DocuPal Demo, LLC's website.

## Refunds

Refunds are handled on a case-by-case basis, according to DocuPal Demo, LLC's refund policy. Please refer to the refund policy on our website for more information.

## Delivery of Virtual Goods

DocuPal Demo, LLC will deliver the virtual goods to ACME-1 electronically. The virtual goods will be added directly to the user's account within the relevant game or platform.



## Delivery Timeframe

Typically, delivery of the virtual goods will occur within 24 hours of purchase. DocuPal Demo, LLC will make commercially reasonable efforts to ensure timely delivery.

## Failed Delivery

In the event that delivery fails, DocuPal Demo, LLC will investigate the cause of the failure. Following the investigation, DocuPal Demo, LLC will redeliver the virtual goods to ACME-1. If redelivery is not possible, DocuPal Demo, LLC will offer ACME-1 a refund for the purchase price of the undelivered virtual goods.

# Warranties and Representations

## Seller Warranties

DocuPal Demo, LLC warrants that the virtual goods sold under this Agreement will substantially function as described. This warranty applies only if ACME-1 uses the virtual goods in accordance with the provided documentation and within the intended game environment. DocuPal Demo, LLC makes no other express or implied warranties, including warranties of merchantability or fitness for a particular purpose.

## Buyer Acknowledgment

ACME-1 acknowledges that virtual goods are digital items with no inherent monetary value outside of the game environment. ACME-1 understands that DocuPal Demo, LLC is not liable for any indirect, incidental, or consequential damages arising from the use or inability to use the virtual goods. ACME-1 acknowledges that the virtual goods are subject to change or termination as per the game's terms of service, which are outside the control of DocuPal Demo, LLC.



# Refund and Cancellation Policy

## Refund Conditions

ACME-1 may request a refund under the following circumstances:

- **Non-Delivery:** If the virtual goods purchased have not been delivered within the agreed-upon timeframe.
- **Defective Goods:** If the virtual goods are found to be defective or not as described.

## Cancellation Policy

ACME-1 has the right to cancel a purchase within 24 hours of placing the order. This cancellation is subject to DocuPal Demo, LLC's cancellation policy.

# Dispute Resolution

We want to address any disagreements fairly. Our goal is to find solutions that work for everyone.

## Mediation

If a dispute arises, we will first try to resolve it through mediation. This involves a neutral third party who helps us communicate and find common ground. We will choose a mediator who is experienced and qualified. The mediation will take place in Anytown, California, unless we agree otherwise.

## Arbitration

If mediation does not resolve the dispute, we will proceed to binding arbitration. This means a neutral arbitrator will make a final decision that both parties must follow. The arbitration will be conducted under the rules of the American Arbitration Association. The decision of the arbitrator will be final and can be enforced in any court with jurisdiction. The arbitration will take place in Anytown, California, unless we agree to a different location. The laws of the State of Delaware govern this agreement.





## Limitation of Liability

DocuPal Demo, LLC will not be liable to ACME-1 for indirect, incidental, special, or consequential damages. This includes, but is not limited to, loss of profits, data, or use.

### Damage Cap

Our total liability to ACME-1 for any claim arising from this agreement is limited to the purchase price of the virtual goods in question. This limit applies regardless of the legal theory on which the claim is based.

## Governing Law and Jurisdiction

This Virtual Goods Sale Agreement will be governed by and construed in accordance with the laws of the State of Delaware. This applies without regard to its conflict of law principles.

### Dispute Resolution

Any legal action or proceeding arising under, related to, or in connection with this Agreement will be brought exclusively in the state or federal courts located in Wilmington, Delaware. Both Docupal Demo, LLC and ACME-1 submit to the exclusive jurisdiction of these courts for the purposes of any such action or proceeding. The parties agree that the venue is proper in Wilmington, Delaware.

## Miscellaneous Provisions

### Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, without regard to its conflict of laws principles.





## Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association. The arbitration shall take place in Anytown, California. The decision of the arbitrator shall be final and binding on both parties.

## Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, terrorism, fire, strike, or other events beyond its reasonable control.

## Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

## Amendments, Entire Agreement, and Notices

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 concerning the subject matter herein. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written. No amendment to this Agreement will be effective unless it is in writing and signed by both parties. All notices relating to this Agreement shall be in writing and delivered by email to the addresses provided by each party.

## Signatures

This Virtual Goods Sale Agreement is effective as of the last date of signature below.

DocuPal Demo, LLC and ACME-1 agree to the terms and conditions outlined in this agreement. Digital signatures are permitted.

## DocuPal Demo, LLC

Signature:	
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Name:	
Title:	CEO
Date:	2025-08-09

## ACME-1

Signature:	
Name:	
Title:	CEO
Date:	2025-08-09

