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TEKDASH Terms of Use

THESE TERMS OF USE CONTAIN AN ARBITRATION CLAUSE AND A CLASS ACTION WAIVER CLAUSE. BY USING THE TEKDASH PLATFORM, YOU ARE ACCEPTING THE TERMS OF USE AND, WHILE YOU MAY STILL PURSUE CLAIMS AGAINST US, WITH A FEW EXCEPTIONS (FOR EXAMPLE, IF YOU SUBMIT A VALID ARBITRATION/CLASS ACTION WAIVER OPT-OUT NOTICE AS DESCRIBED BELOW), YOU ARE AGREEING THAT YOU MUST PURSUE YOUR CLAIMS IN A BINDING ARBITRATION PROCEEDING (AND NOT IN A COURT) AND ONLY ON AN INDIVIDUAL (AND NOT A CLASS ACTION) BASIS. THESE TERMS OF USE ALSO LIMIT OUR LIABILITY AND IMPOSE OTHER LEGAL OBLIGATIONS ON YOU. PLEASE READ THESE TERMS OF USE CAREFULLY TO UNDERSTAND YOUR RIGHTS AND RESPONSIBILITIES.

Contents:

- A. Introduction & General Terms
- B. Client Terms
- C. TekDash Platform Terms
- D. Other Legal Terms [https://tekdash.com/documents/terms_of_service.pdf]

A. INTRODUCTION & GENERAL TERMS

1. Introduction. TekDash, Inc. (referred to as "TekDash", "us", "we" or "Company") offers clients ("Clients") the ability to receive on-demand, on-site technical and IT-related support services (e.g. installing a router, removing a virus, etc.) (the "Client IT Services"). The Client IT Services are performed by independent contractors ("Contractors") engaged by TekDash to perform the Client IT Services. TekDash offers a mobile application known as TekDash (as further defined below, the "App"), which it makes available to Clients for purposes of facilitating their ability to receive the Client IT Services, including streamlining Client service requests, workflow and communications between the Company, Clients, and Contractors. The App, together with the Company's technology, websites, applications, and related Content (as defined below) and Services (as defined below) are collectively referred to herein as the "Platform".

These Terms of Use set forth certain terms and conditions applicable to use of the Platform by Clients (also referred to herein as "Users"). TekDash provides the TekDash Platform and our other Services subject to each User's compliance with these Terms of Use and all the terms, conditions, policies and notices contained or referenced herein, as well as any other written or electronic agreement between TekDash and a particular User. In addition, when using the TekDash Platform and/or our other Services, Users shall be subject to any policies, posted guidelines, rules or documentation (if any) applicable to such Services that may contain terms and conditions in addition to those in these Terms of Use. All such policies, guidelines, rules, and documentation are collectively referred to herein as the "Supplemental Agreements" and are hereby incorporated by reference into these Terms of Use.

TekDash does not itself provide technical and IT-related support services to Clients. We solely provide an online technology platform which facilitates the ability for Contractors to provide, and Clients to receive, the Client IT Services subject to these Terms of Use and all other applicable Supplemental Agreements. BY DOWNLOADING, ACCESSING AND/OR UTILIZING THE TEKDASH PLATFORM OR OTHERWISE ACCESSING OR UTILIZING ANY OF THE SERVICES AND/OR REGISTERING WITH US AS A USER (INCLUDING BY CLICKING "I AGREE" TO THESE TERMS IF PRESENTED TO YOU), YOU SIGNIFY THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO BE LEGALLY BOUND BY THESE TERMS OF USE, INCLUDING OUR PRIVACY POLICY, WHICH IS INCORPORATED HEREIN BY

REFERENCE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT AND CEASE ALL USE OF THE TEKDASH PLATFORM AND ALL RELATED SERVICES NOW.

ALTHOUGH WE MAY TAKE CERTAIN STEPS TO EXAMINE THE CREDENTIALS OF THE CONTRACTORS LISTED ON OUR WEBSITE OR WHOM YOU MAY BOOK USING OUR SERVICES, WE MAKE NO GUARANTEES, WARRANTIES OR REPRESENTATIONS REGARDING THE SKILLS OR UNDERTAKINGS OF SUCH CONTRACTORS OR THE QUALITY OF THE JOB THAT HE OR SHE MAY PERFORM FOR YOU IF YOU ELECT TO RETAIN THEIR SERVICES. TEKDASH DOES NOT ENDORSE OR RECOMMEND THE SERVICES OF ANY PARTICULAR CONTRACTORS. WE MAY NOT INDEPENDENTLY VERIFY THEIR REPRESENTATIONS ABOUT THEIR SERVICES, NOR VALIDATE ANY REVIEWS. IT IS ENTIRELY UP TO YOU TO EVALUATE THE CONTRACTORS AND CONTRACTOR'S QUALIFICATIONS, AND TO ENTER INTO A DIRECT CONTRACT OR OTHERWISE REACH AGREEMENT WITH A CONTRACTOR. WE DO NOT GUARANTEE OR WARRANT ANY CONTRACTOR'S PERFORMANCE ON THE JOB OR THE OUTCOME OR QUALITY OF THE SERVICES PERFORMED. THE CONTRACTORS ARE NOT EMPLOYEES OR AGENTS OF TEKDASH, NOR IS TEKDASH AN AGENT OF THE CONTRACTORS. YOU ARE SOLELY RESPONSIBLE FOR THE CONTRACTOR'S PERFORMANCE AND YOU UNDERSTAND AND AGREE THAT THEY MAY NOT BE ABLE TO FIX ALL OF YOUR ISSUES OR ADDRESS ALL OF YOUR NEEDS AND REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, RECOVERING DATA, REMOVING VIRUSES, INSTALLING SOFTWARE, ETC.

2. Effective Date; Right to Modify; Binding Effect of Continued Use. These Terms of Use are effective as of the date that you first download/install the App or otherwise first access the Services. TekDash reserves the right to change these Terms of Use from time to time without notice to Users and any modifications or changes to these Terms of Use shall be effective upon such modification or amendment being posted. User acknowledges and agrees that it is User's responsibility to review the App and these Terms of Use periodically and to be aware of any modifications. User's continued use of the Services after such modifications will constitute User's acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use.

3. Corporate Use. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity, its affiliates and all users who access the TekDash Platform and/or any of our other Services through your account to these Terms of Use, in which case the terms "User" "you" or "your" shall refer to such entity, its affiliates, employees and users associated with it. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT ACCESS NOR USE THE TEKDASH PLATFORM OR ANY OF OUR OTHER SERVICES.

4. Definitions. The following terms shall have the following meanings for purposes of this Agreement. Capitalized terms not defined in this Section are defined elsewhere in the Agreement.

a. "Affiliates" means TekDash's owners, officers, directors, affiliated companies, suppliers, partners, sponsors, and agents and representatives, and includes (without limitation) all parties involved in creating, producing, and/or delivering the TekDash Platform, the App, the Content and any of our other Services (including Apple and Google).

b. "App" means the software application currently known as "TekDash" that may be downloaded, installed or is otherwise accessible on a User's computer or mobile device via the Apple App Store, the Google Play Store, or other similar platforms.

c. "Contractor Material" means any content, material, information, data, instructions, media, article, review, post, communications, messages, software, photos, video, graphics, music, sounds, and other material that a Contractor may import, upload or otherwise provide to the TekDash Platform or other Service in connection with that Contractor's use of the Service but excludes Content and User Materials.

d. "Content," means any content, material, information, data, instructions, media, article, post, communications, messages, software, photos, video, graphics, music, sounds, and other

material and services that can be viewed or otherwise accessed by Contractors and/or Clients on or through the TekDash Platform or other Services but excludes User Material and Contractor Material.

e. "Services" means (i) the TekDash Platform, (ii) the App, (iii) all Content, (iv) any other specific service or offering that may be provided by TekDash via any portion of the TekDash Platform, (v) any support services and related technologies, software and/or APIs that may be provided by TekDash in its sole discretion for facilitating, maintaining and monitoring your use of the foregoing, and (vi) any other services or offerings that TekDash may provide from time to time with respect to the TekDash Platform.

f. "Terms of Use" means this Terms of Use agreement and all policies, terms or other agreements referenced herein or otherwise incorporated into this agreement.

g. "User" or "you" or "your" (and similar terms) means any Client that visits, views, uses or accesses any portion of the TekDash Platform or any of the other Services.

h. "User Material" means any content, material, information, data, instructions, media, article, review, post, communications, messages, software, photos, video, graphics, music, sounds, and other material that a User may import, upload or otherwise provide to the TekDash Platform or other Service in connection with a User's use of the Service but excludes Content and Contractor Material.

B. Client Terms

1. General. TekDash provides the TekDash Platform and our other Services for purposes of enabling Contractors to provide, and Clients to receive, the Client IT Services. User acknowledges and understands that the Company simply acts as a passive conduit and an interactive computer provider for the publication and distribution of Contractor Material and User Material, and Company does not itself provide on-demand, on-site technical and IT-related support services to Clients.

2. Contractors and Their Services. TekDash does not endorse and is not responsible or liable for any Contractor Materials, data, advertising, products, goods or services available or unavailable from, or through, any Contractors (which includes, but is not limited to, the IT services and software they may provide or obtain for you) (collectively, the "Contractor IT Services"). You agree that should You use or rely on such Contractor IT Services, TekDash is not responsible or liable, indirectly or directly, for any damage or loss caused or alleged to be caused by or in connection with such use or reliance. Your dealings with, or participation in promotions of any Contractor, and any other terms, conditions, representations or warranties associated with such dealings, are between You and such Contractor exclusively and do not involve TekDash. You should make whatever investigation or other resources that You deem necessary or appropriate before hiring or engaging Contractors.

You agree that TekDash is not responsible for the accessibility or unavailability of any Contractor or for Your interactions and dealings with them, waive the right to bring or assert any claim against TekDash relating to any interactions or dealings with any Contractor, and release TekDash from any and all liability for or relating to any interactions or dealings with Contractors. In addition, You agree that TekDash may exclude Contractors from displaying in search results on the TekDash Platform for failing to meet particular TekDash standards regarding Contractor conduct.

TekDash may, in its sole discretion, have criminal and/or financial background checks conducted on certain Contractors. By having such background checks conducted, TEKDASH DOES NOT WAIVE ANY OF ITS DISCLAIMER OR LIMITATIONS OF LIABILITY, INCLUDING WITHOUT LIMITATION, THOSE SET FORTH UNDER THIS AGREEMENT.

3. User Requirements and Terms.

a. Safety. Contractors require a safe working environment and reserve the right to refuse or reschedule service due to conditions we deem dangerous or unsafe, including but not limited to possible code violations, extreme temperatures, natural disasters, or other hazards - real or perceived. Some items to be hauled away may require additional equipment/personnel to safely remove, which may result in a delay or rescheduling of the haul away and additional fees.

b. Access/Workspace Conditions. Contractors require access to the premises and product related to the Contractor IT Services, your cooperation, and electrical power. Some services may not be performed if minimum system requirements are not met, technical issues are encountered (such as wiring or overcoming physical/technical barriers), or requirements are unusual or extensive, as determined by Contractors in their sole discretion. You are responsible for moving/removing furniture or valuables from the work area prior to a Contractor's arrival, as the work area must be clear of obstacles. Service may be denied and a cancellation fee charged if a Contractor arrives for an appointment and no adult is present or a Contractor determines they do not have appropriate access or cooperation from those on-site. If a Contractor's ability to render service is impaired by you or circumstances beyond the Contractor's control, they may elect to not provide service. For any un-installation service, Contractors are not responsible for repairing any changes made to the premises. Contractors will not disassemble or break down product for haul-away service even if necessary for removal.

c. Labor Only and Software and Hardware. Except where specifically stated parts and accessories (e.g., cables, cords, shutoff, etc.) are not included. Labor beyond the scope of work for a service may incur an additional charge, which Contractors may or may not be able to perform. Unless otherwise agreed to by the Contractor, you shall be solely responsible for any additional software or hardware required to perform the Contractor IT Services, which may incur additional fees or require you to agree to third party terms and agreements which are your sole responsibility and obligation to accept and comply with.

d. Property Issues. Installations on home surfaces may result in damages (e.g. cracking/chipping). Contractor will use reasonable efforts to try to eliminate that possibility but are not responsible for chipping/cracking that may occur from Contractor IT Services

e. Backup. Client agrees that prior to Contractor servicing any Client equipment it is Client's responsibility to (1) backup the data, software, information or other files stored on Client's computer disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera and/or on any other electronic storage device (collectively the "Media and Content"); and (2) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film or other media from Client's product. Client agrees that whether or not Client requests backup services from Contractor, Contractor shall not be liable under any circumstances for any loss, disclosure, alteration or corruption of any Media and Content.

4. User Materials; Restrictions. Company does not have any duty or obligation to investigate the accuracy of User Material or Contractor Material, the nature or appropriateness of Client requests for Client IT Services, or the quality of the work performed by a Contractor. By using the Platform, the User agrees that it is solely the User's responsibility to evaluate the User's risks associated with the use, accuracy, usefulness, completeness, appropriateness or legality of any User Material or Contractor Material. Under no circumstances will Company be liable in any way for any Contractor Material or User Material including, but not limited to, any User Material or Contractor Material that contains, errors, omissions or defamatory statements, or for any loss or damage of any kind incurred as a result of the use of any Contractor Material or User Material submitted, accessed, transmitted or otherwise conveyed via the Platform or otherwise. The Company is authorized by User to rely upon the truthfulness, completeness and accuracy of the User Material and to make such User Material available to other Clients and Contractors via the Platform. The User hereby waives any claims, rights or actions that it may have against Company or any of its Affiliates with respect to any Contractor Materials or User Materials and releases Company and each of its Affiliates from any and all liability for or relating to Contractor Materials or User Materials. Company does not endorse and is not responsible or liable for any User Material or Contractor Material. The statements, information and ratings contained in any User Material or Contractor Material are solely the opinion of the Client or Contractor submitting such items and do not reflect the opinion of Company or any of its Affiliates.

User shall not submit any User Material to the Platform that: (a) is offensive, harmful and/or abusive language, including without limitation: expletives, profanities, obscenities, harassment, vulgarities, sexually explicit language and hate speech (e.g., racist/discriminatory speech.); (b) has no qualitative value as determined by Company in its sole discretion and/or is not responsive to materials submitted by other

Users; (c) contains personal attacks or describes physical confrontations and/or sexual harassment; (d) constitutes an advertisement or is commercial in nature or is inappropriate based on the applicable subject matter; (e) violates the standards of good taste or the standards of the Platform, as determined by the Company in its sole discretion; (f) is determined by the Company, in its sole discretion, to be illegal, or to violate any federal, state, or local law or regulation or the rights of any other person or entity; (g) is intended to impersonate other users (including names of other individuals) or to be offensive or inappropriate user names or signatures; and/or (h) is not in English, that is encrypted or that contains viruses, Trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, interfere with, intercept or appropriate any system, data or personal information. User acknowledges and agrees that the Company in its sole discretion may remove without notice any User Materials or any portion thereof that the Company believes violates the foregoing or for any other reason. User hereby grants, and represents and warrants that the User has the right to grant, to the Company an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, reproduce, adapt, modify, and distribute User Material within the Platform. No compensation will be paid with respect to User Material submitted to the Platform, and the Company is under no obligation to post or use any of User Material.

5. Process. Requests for Client IT Services (each, a “Task”) may be communicated by Users directly to Contractors via the Platform or otherwise communicated directly to the Company (which will assign the Task to a Contractor on your behalf). Although we generally take certain steps to examine the credentials of the Contractors made available for purposes of performing the Client IT Services, please note that we make no guarantees, warranties or representations regarding the skills or undertakings of such Contractors or the quality of the job that he or she may perform for you if you elect to retain their services. TekDash does not endorse or recommend the services of any particular Contractor. We do not independently verify their representations about their services, nor validate any reviews. It is entirely up to you to evaluate the Contractor and the Contractor’s qualifications, and to enter into a direct agreement with such Contractor with respect to the Client IT Services being performed. We do not guarantee or warrant any Contractor’s performance on the job or the outcome or quality of the services performed. The Contractors are not employees or agents of TekDash, nor is TekDash an agent of the Contractor.

6. Payments. We may allow you to pay for goods or services provided by Contractors through the TekDash Platform, in which case any additional payment policies posted to the Platform will apply. Should you have any dispute with the goods or services provided by the Contractor you select, you must contact the Contractor and resolve such dispute with the Contractor. However, if the dispute is regarding the amount of money that you paid for the services by the Contractor, please advise us immediately. If we have not heard from you with documented proof of any issues provided within ten (10) days after the payment has been made for the Client IT Services, the purchase of the Client IT Services is final and you will not be entitled to a refund, except as may expressly be limited by Federal, state or local law.

7. Profile. In order to provide the Services, it is necessary for you to create (and maintain on an ongoing basis) a public profile containing certain information about yourself and your service requirements. That profile may be visible to TekDash, Contractors, and other Platform Users. User hereby agrees to provide accurate and true information in its public profile and in otherwise interacting with the Company or Contractors. User has the sole responsibility of updating any and all of User’s profile information. User hereby represents and warrants to TekDash that all of User’s profile information is and will be true, complete and accurate in all respects, and the User is authorized to submit such profile information to the Platform. Profile information is considered User Materials for purposes of these Terms of Use. For the avoidance of doubt, when you submit information regarding your service requirements, you are requesting and expressly consenting to being contacted by Company and by our Contractors, at any of your contact numbers or addresses, for purposes of allowing the Contractors to deliver the Client IT Services and for purposes of allowing the Company to reasonably address matters pertaining to your account.

8. Reviews. Users are able to provide reviews and ratings regarding Contractors with which they have communicated or had another first-hand experience, whether or not work was started, performed, or completed. These reviews and rating are considered User Material for purposes of these Terms of Use.

Reviews and ratings given by a particular User may be linked to that User's public profile within the Platform, and to the applicable Contractor's public profile within the Platform and may also be visible to other Platform users. Company assumes no responsibility for User Materials, and/or for any related Contractor Materials, and will not monitor User Material or Contractor Material for accuracy or appropriateness. In addition to the other requirements of these Terms of Use, User agrees that: (i) all of User's reviews and ratings will be based upon User's actual first-hand experiences with the Contractor being reviewed, (ii) all of User's reviews and ratings will be accurate, honest, truthful, and complete in all respects; (iii) User has not and will not receive any form of compensation to post reviews and ratings; and (iv) User does not work for and is not in way related to any of the Contractors for which User submits reviews or ratings.

C. TekDash Platform Terms

1. Access and Use. Subject to the terms and conditions of these Terms of Use, TekDash grants you a limited, non-exclusive, non-transferable right and license to access and use the TekDash Platform and the other Services solely for purposes of receiving the Client IT Services and exercising any other rights or obligations incidental thereto and granted to you by these Terms of Use or any Supplemental Agreements. Without limiting the foregoing, TekDash hereby further grants you a limited, non-exclusive, non-transferable right and license to download, install and use the App on your computer and/or mobile device strictly in accordance with these Terms of Use.

2. Data and Information from Third Party Sites. Users may be required or allowed to link to a Google account or other third party account or site to provide, submit or upload User Material or other information to the Services. You expressly acknowledge and agree and grant us all necessary rights and licenses to access your User Material and other information that may be hosted on third party sites, integrate into third party APIs to access and transmit your User Material and other information to our Services, store such User Material and other information and process and use such User Material and information via the Services. You are solely responsible for complying with all third party agreements, terms of service or other applicable party requirements and ensuring that you have the right to transmit User Material and other applicable information to the Services and permit the Services to process the User Material and other information. Sites include but not limited to: Google, Facebook, Stripe, FreshService, OneSignal, Github, and Mailchimp.

3. Limitations. TekDash makes the TekDash Platform and other Services available to Users via the App. TekDash reserves the sole right to either modify or discontinue the Services, including the App and any features therein, at any time with or without notice to User. TekDash shall not be liable to User or any third party should TekDash exercise such right. User understands and agrees that temporary interruptions of the Services may occur as normal events. User further understands and agrees that TekDash has no control over third party networks that User may access in the course of use of the Services, and therefore, delays and disruption of other network transmissions are completely beyond TekDash's control. User understands and agrees that the App and each of the other Services are provided "AS IS" and that TekDash assumes no responsibility for the timeliness, deletion, misdelivery or failure to store any Content, User Material, communications or personalization settings. User understands that certain functionality and portions of the App or other Services may only be available to certain parties and that not all functionality and portions of the App or other Services may be available to all Users. Any new features that augment or enhance the current Services shall be subject to these Terms of Use.

4. Equipment and Requirements. User acknowledges that certain portions or features of the Services may not be fully accessible or functional without: (i) a working computer or mobile device; (ii) a working Internet connection; (iii) a user account and/or an access/activation code or payment for any Services that require payment; and (iv) other system elements, specifications, technology and/or equipment that may be specified by TekDash from time to time. It is User's responsibility to ensure that User has all required system elements. User understands and agrees that temporary interruptions of the Services may occur as normal events. TekDash may use third party providers to store, manage, and authenticate accounts and content, and to provide the necessary hardware, software, networking, storage, and related technology required to run the Services. We are not responsible for possible issues caused by third party faults or discontinued services. TekDash does not guarantee or warrant that any Content, Contractor

Material or User Material that you save, store or access through the Services will not be subject to inadvertent damage, corruption, or loss. You are encouraged to backup the files that you store or access on the TekDash Platform. While we take data security and privacy seriously, you understand and agree that the technical processing and transmission of the Services, including Content, Contractor Material and User Material, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

5. Reservation of Rights. You acknowledge and agree that the TekDash Platform and other Services are provided under license, and not sold, to you. You do not acquire any ownership interest in the TekDash Platform, the App or other Services under these Terms of Use, or any other rights thereto other than to use the Services in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms of Use. TekDash and its licensors and service providers reserve and shall respectively retain their entire right, title, and interest in and to the Services, including all copyrights, trademarks, and other intellectual property rights therein or relating thereto, except as expressly granted to you in these Terms of Use.

6. User Requirements.

a. Accuracy; Security. User agrees to: (i) provide true, accurate, current and complete information about User (including, as applicable, User's contact and payment information) as prompted by TekDash's forms and in any other related document or agreement; (ii) to maintain and update User's information to keep it true, accurate, current, and complete. User acknowledges that, if any information provided by User is untrue, inaccurate, not current, or incomplete, TekDash reserves the right to terminate User's use of the Services and withdraw any offer or agreement. You agree to keep your account information, including your login and password, secure and not to share it with any third party. You are solely responsible for the maintaining the security of your account, and you acknowledge and agree that you will be solely responsible for all activity occurring through your account.

b. Restrictions. While using Services, you agree that you will not: (i) violate any laws, third party rights or our policies; (ii) use our Services or submit any of our forms if you are not able to form legally binding contracts or are temporarily or indefinitely suspended from using our Services; (iii) manipulate the App or any of the other Services, or interfere with any other users use of the Services; (iv) provide false, inaccurate, misleading, defamatory, or libelous information or content; (v) spoof or create any emails, content, correspondence or other information from us, including fake or fraudulent acceptances or offers; (vi) create any competitive service or feature (or otherwise establish a competitive business) based on, in whole or in part, any Content on the TekDash Platform or any of our business ideas, (vii) distribute viruses or any other technologies that may harm Company, or the interests or property of our other users; (viii) copy, modify, or distribute rights or content from the TekDash Platform or commercialize any of our Services or any information or software provided with such Services; (ix) harvest or otherwise collect information about our users, including email addresses, without their consent; (x) use the Services to gain unauthorized access to TekDash's network(s) or server(s); (xi) interfere with any user's use and enjoyment of the TekDash Platform or other Services, and will not exploit or manipulate any profiles, information, ratings, reviews, communications or other materials submitted to the TekDash Platform by any other Contractor, Client or other third party; (xii) violate the intellectual property rights, including but not limited to, copyrights, trademark rights, trade secrets or patents of any person or entity. This description of prohibited conduct is not intended to be exhaustive, and TekDash has sole discretion to determine what constitutes prohibited conduct for Users. Users who violate system or network security may incur criminal or civil liability.

c. Age for Use of the Services. User must be 18 years of age or older to visit or use the App in any manner. By using the App or any other portion of the TekDash Platform, receiving any of the other Services or otherwise accepting these Terms of Use, User represents and warrants to TekDash that User is 18 years of age or older, and that User has the right, authority and capacity to agree to and abide by these Terms of Use. User also represents and warrants to TekDash that User will use the Services in a manner consistent with any and all applicable laws and regulations.

d. Remote Monitoring. TekDash shall have the right and ability to monitor use of the Services remotely and/or electronically to verify User's compliance with the terms of this Agreement.

e. Telemetry and Remote Collection. User acknowledges and agrees that the App and/or certain other Services may transmit to TekDash (and TekDash may collect and use) certain data and information related to the App or the Services, including as related to its operation and use by User.

f. Remote Disablement. In the event that User does not pay any fees due for the Services (to the extent applicable) when due or User is otherwise in material breach of the terms of this Agreement, User acknowledges and agrees that TekDash may remotely disable or terminate your use of the TekDash Platform (including the App) and/or other Services.

7. Data and Privacy.

a. Privacy Policy. The information TekDash obtains through User's use of the TekDash Platform and the other Services, including User information, is subject to TekDash's Privacy Policy, [https://tekdash.com/documents/privacy_policy.pdf] which is specifically incorporated by reference into these Terms of Use.

b. User Material. You are responsible for all User Material submitted to the TekDash Platform or any of the other Services and any activity that occurs under your account. You shall be solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use your User Material. TekDash shall not be responsible for any data, information or material that you authorize us to retrieve or that you submit to the Services in the course of using the Services. TekDash does not pre-screen, verify, confirm or otherwise authorize User Material. However, TekDash and its designee have the right (but not the obligation) in their sole discretion to refuse or remove any User Material that is processed by or provided to the Services. We may, but have no obligation to, remove content and accounts containing content that we determine in our sole discretion are illegal, threatening or otherwise objectionable or violates any party's intellectual property or these Terms of Use.

c. License. User acknowledges and agrees and hereby grants TekDash any and all rights and licenses to: (i) access, use, process, display, distribute and manipulate any User Material and any User systems as necessary to provide, improve and monitor the Services; and (ii) use User information and User Material for its commercial and marketing purposes consistent with TekDash's Privacy Policy, including, without limitation, to use User information and User Material for its research and analysis purposes.

d. Public Access. You understand and agree that certain information you may import to or process on the TekDash Platform or other Services may become publicly available to Clients and/or other Contractors depending on your settings. You are solely responsible for monitoring what information you might make publicly available and we are not responsible or liable for any claims related to you making such information publicly available.

8. Third Party Sites and Information. The TekDash Platform or other portions of the Services may link Users to other sites on the Internet or otherwise include references to information, documents, software, materials, content and/or services provided by other parties ("Third Party Materials"). These Third Party Materials may contain information or material that some people may find inappropriate or offensive. These Third Party Materials (and the third parties responsible therefor) are not under TekDash's control, and User acknowledges that TekDash is not responsible for the accuracy, completeness, validity, copyright compliance, legality, decency, or any other aspect of such Third Party Materials, nor is TekDash responsible for errors or omissions in any references to other parties or their products and services. The inclusion of Third Party Materials, including any reference or link thereto, is provided merely as a convenience and does not imply endorsement of, or association with, the TekDash Platform, the Services, TekDash or TekDash's Affiliates, or any warranty of any kind, either express or implied. You access and use all such Third Party Materials entirely at your own risk and subject to such third parties' terms and conditions.

9. Intellectual Property Information.

a. TekDash Ownership. By accepting these Terms of Use, User acknowledges and agrees that the TekDash Platform, the App and each of the other Services are protected by TekDash's, its Affiliates' and their respective licensors' copyrights, trademarks, service marks, patents or other proprietary

rights and laws, and is the sole property of TekDash and/or its Affiliates and/or their respective licensors. Any unauthorized use of Content may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties. Neither TekDash nor TekDash's Affiliates warrant or represent that User's use of Content displayed on, or obtained through, the Services will not and does not infringe the rights of third parties. Certain of the ideas, software and processes incorporated into the Services that are available on the TekDash Platform may be protected by patent applications pending in, or filed with, the United States, and TekDash may prepare and file additional patent applications in selected foreign jurisdictions.

b. Feedback. By submitting feedback and suggestions, you agree to grant and hereby do grant a non-exclusive, perpetual, irrevocable, worldwide and royalty-free license to any intellectual property rights you may have in your feedback and suggestions to TekDash to use to improve TekDash products or services. You acknowledge that submission of feedback and suggestions is voluntarily and TekDash may consider or is developing technology that is the same or similar to your feedback or suggestions.

10. User Submitted Information.

a. User Material. Company agrees that the User Material is owned by User and is protected by U.S. and international intellectual property laws, and that User shall solely own and retain all right, title and interest to, including all intellectual property rights in, the User Material. User is solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and copyright of all User Material, and Company assumes no responsibility for the deletion, correction, destruction, loss, infringement or failure of the Services to store any User Material. Company shall not be required to maintain a backup or copy of any User Material and Company shall have no liability for any loss of User Material, whether caused by Company, User, any third party service provider or any third party. User shall comply with local, national and international laws and regulations applicable to the transmission or storage of data through the Services. User is solely responsible for ensuring that it has all rights necessary to provide the User Material to TekDash and the Services. User acknowledges and agrees that no transmission or hosting of data is 100% secure and there remains a possibility that User Material may be subject to unauthorized access by hacking, malware, systems breach or other unauthorized method and User shall have no liability relating to any such breach or access.

b. Suspected Copyright Violations. TekDash respects the intellectual property of others, and TekDash asks Users to do the same. If User believes its copyright, trademark or other property rights have been infringed by the Services, User should send notification to TekDash, via the contact information described herein, immediately. To be effective, the notification must include: (i) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (ii) information reasonably sufficient to permit TekDash to contact the complaining party, such as address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted; (iii) identification of the material that is claimed to be infringing or to be subject to infringing activity and that is to be removed and information reasonably sufficient to permit TekDash to locate the materials; (iv) a statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, agent, or the law; and (v) a statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringing.

11. Accessing or Downloading the App from iTunes or the Apple App Store.

The following terms apply only to downloads of the App from Apple. These terms are in addition to all other terms contained in these Terms of Use:

a. Acknowledgment. You acknowledge and agree that: (i) these Terms of Use represent an agreement between, and is concluded between, you and TekDash only, and not Apple; and (ii) TekDash, not Apple, is solely responsible for the App and the content thereof. Your use of the App must comply with the App Store Terms of Service and, to the extent there is a conflict between usage rules contained in these Terms of Use and those contained in the App Store Terms of Service, the usage rules from the App Store Terms of Service shall apply.

b. Scope of License. Without limiting any other terms and conditions of these Terms of Use, the license granted to you hereunder for the App is limited to a non-transferable license to use the App on any Apple-branded products that you own or control and as permitted by the usage rules set forth in the Apple App Store Terms of Service, except that the App may be accessed and used by other accounts associated with you via Family Sharing or volume purchasing.

c. Maintenance and Support. TekDash and you acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App.

d. Warranty. In the event of any failure of the App to conform to any applicable warranty, you may notify Apple, and Apple may refund the purchase price for the App paid via iTunes or the App Store, if any, to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App and, as between TekDash and Apple, any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be the sole responsibility of TekDash.

e. Product Claims. You and TekDash acknowledge that as between TekDash and Apple, TekDash (and not Apple) is responsible for addressing any claims you have or any claims of any third party relating to the App or your possession and/or use of the App including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection, privacy or similar legislation, in each case to the extent required by these Terms of Use.

f. Intellectual Property Rights. You and TekDash acknowledge that, in the event of any third-party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, as between TekDash and Apple, TekDash, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms of Use.

g. Legal Compliance. 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.

h. Third Party Terms of Agreement. Without limiting any other terms of these Terms of Use, you must comply with all applicable third-party terms of agreement when using the App.

i. Third Party Beneficiary. You and TekDash acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use as related to your license of the App, and that, upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use as related to your license of the App against you as a third party beneficiary thereof.

D. OTHER LEGAL TERMS

1. Electronic Contracting and User Notices. User's affirmative act of viewing or using any portion of the TekDash Platform or any of the other Services (including, without limitation, submitting any forms to TekDash via the App) constitutes User's electronic signature to these Terms of Use and User's consent to enter into agreements with TekDash electronically. User also agrees that TekDash may, but has no obligation to, send to User in electronic form any privacy or other notices, disclosures, reports, documents, communications or other records regarding the Services (collectively, "Notices"). TekDash can send User electronic Notices (i) to the e-mail address that User provided to TekDash (if any), or (ii) by posting the Notice through the App. The delivery of any Notice from TekDash is effective when sent or posted by TekDash, regardless of whether User reads or views the Notice when User receives it or whether User actually receives the delivery. User can withdraw User's consent to receive Notices electronically by discontinuing User's use of the Services. User can retrieve an electronic copy of this contract by clicking on the "Terms of Use" link on the TekDash Platform. All contracts completed electronically will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing.

All questions, complaints, claims or other notices to TekDash shall be in writing and shall be made either via email or conventional mail to the addresses set forth below, or using any contact functions made available via the TekDash Platform.

TekDash, Inc.

204 Dana Dr.

West Chester, PA 19382

1-800-461-5257

Support@TekDash.com

Any notices or communication under these Terms of Use will be deemed delivered to TekDash on the delivery date.

2. Termination. Users may discontinue their use of the Services at any time, and User agrees that TekDash may at any time, and at TekDash's sole discretion, terminate User's access to any portion or all of the Services without prior notice to User for violating this Agreement, including, without limitation, breach of these Terms of Use. TekDash may also remove User's profile or other User Material within the TekDash Platform for any reason or no reason (to the extent permissible under applicable law). Any suspected fraudulent, abusive or illegal activity may be grounds for terminating User's relationship and may be referred to appropriate law enforcement authorities. In addition, User acknowledges that TekDash will cooperate fully with investigations of violations of systems or network security at other sites. Upon termination or suspension, regardless of the reasons therefore, User's right to use the App or any of the other Services immediately ceases, and User acknowledges and agrees that TekDash may immediately deactivate or delete User's account (if applicable) and all related information and files in User's account and/or bar any further access to such files, the App and the other Services. TekDash shall not be liable to User or any third party for any claims or damages arising out of any termination or suspension or any other actions taken by TekDash in connection therewith. Termination of access to the Services will not release a User from any obligations such User incurred prior to the termination. Additionally, termination of access to the Services will not release a User from any obligations such User may have under any Supplemental Agreements and will not limit or impair any other rights or remedies TekDash may have under any Supplement Agreements. Applicable provisions of this Agreement shall survive any termination.

3. Disclaimer of Warranties. THE TEKDASH PLATFORM, THE APP, THE SERVICES, AND ALL CONTENT ON, AND SERVICES PROVIDED THROUGH, THE TEKDASH PLATFORM, THE APP AND/OR THE OTHER SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES (EXPRESS OR IMPLIED) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. TEKDASH DOES NOT ITSELF PROVIDE CLIENT IT SERVICES AND MAKES NO RECOMMENDATIONS AS TO THE MANNER AND METHODS THROUGH WHICH A CONTRACTOR PROVIDES THE CLIENT IT SERVICES. INSTEAD, YOU ARE SOLELY RESPONSIBLE FOR DECISION TO REQUEST ANY PARTICULAR CLIENT IT SERVICES, AND YOU ARE FURTHER SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF THE SERVICES, INCLUDING FOR DETERMINING THE MANNER AND EXTENT TO WHICH YOU ACCESS AND USE THE SERVICES. CONTRACTORS ARE SOLELY RESPONSIBBLE FOR PERFORMING ALL CLIENT IT SERVICES. WITHOUT LIMITING THE FOREGOING, TEKDASH MAKES NO WARRANTY THAT (A) THE TEKDASH PLATFORM, THE APP, THE CONTENT AND SERVICES WILL MEET USER'S REQUIREMENTS, (B) THE TEKDASH PLATFORM, THE APP, THE CONTENT AND SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APP, THE SERVICES OR RESULTS OF THE SERVICE WILL BE EFFECTIVE, ACCURATE OR RELIABLE. WE ALSO DISCLAIM ALL RESPONSIBILITY FOR: (A) ANY USER MATERIALS THAT USER MAY SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE TEKDASH PLATFORM OR ANY OF THE OTHER SERVICES; (B) STATEMENTS OR CONDUCT OF ANY CLIENT, CONTRACTOR OR OTHER THIRD PARTY COMMUNICATED, POSTED OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICES (INCLUDING CONTRACTOR MATERIALS OR USER MATERIALS); (C) OR ANY OTHER DEALINGS OR

INTERACTIONS USER HAS WITH ANY OTHER CONTRACTOR OR CLIENT (OR ANY OF THEIR REPRESENTATIVES OR AGENTS). THE TEKDASH PLATFORM, THE APP, THE CONTENT AND/OR RESULTS OF THE SERVICE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES OR TYPOGRAPHICAL ERRORS. THE USE OF THE TEKDASH PLATFORM, THE APP, THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS THROUGH THE APP ARE DONE AT USER'S OWN DISCRETION AND RISK AND WITH USER'S AGREEMENT THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE ARISING THEREFROM, INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO USER'S COMPUTER SYSTEM(S) OR NETWORK(S) OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO USER. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM TEKDASH, A TEKDASH AFFILIATE, OR ANY OF THEIR RESPECTIVE SERVICE PROVIDERS OR REPRESENTATIVES, WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

4. Limitation of Liability. IN NO EVENT SHALL TEKDASH BE LIABLE TO ANY USER OR ANY THIRD PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE, DATA OR PROFITS AND DAMAGES FOR PROPERTY DAMAGE, BODILY INJURY, OR WRONGFUL DEATH, WHETHER OR NOT TEKDASH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE TEKDASH PLATFORM, THE APP, THE SERVICES, OR ANY CONTENT, OR WEB SITE REFERENCED OR LINKED TO FROM THE TEKDASH PLATFORM, OR THE APP, OR FROM A USER'S DECISION TO REQUEST CLIENT IT SERVICES, A USER'S INTERACTIONS WITH OTHER CLIENTS AND CONTRACTORS, OR FROM ANY ACTIONS OR INACTIONS OF A CLIENT OR ANOTHER CONTRACTOR. FURTHER, TEKDASH SHALL NOT BE LIABLE IN ANY WAY FOR THE COST OF ANY CLIENT IT SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE TEKDASH PLATFORM, OR FOR ANY THIRD PARTY GOODS AND SERVICES OFFERED THROUGH THE TEKDASH PLATFORM OR THE APP OR FOR ASSISTANCE IN CONDUCTING COMMERCIAL TRANSACTIONS THROUGH THE TEKDASH PLATFORM OR THE APP. TEKDASH AND ITS AFFILIATES MAXIMUM LIABILITY UNDER THIS AGREEMENT AND FOR ANY CLAIMS RELATED TO A USER'S USE OR ACCESS TO THE APP OR ANY OF THE OTHER SERVICES SHALL BE \$100. SOME JURISDICTIONS PROHIBIT THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO USER IN THOSE PARTICULAR JURISDICTIONS. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN TEKDASH AND YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. **YOU WAIVE CALIFORNIA CIVIL CODE §1542, OR ANY SIMILAR LAW, WHICH STATES: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."** TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST ANY OTHER CONTRACTOR OR CLIENT FOR ANY DAMAGES OR LOSSES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES. NOTWITHSTANDING THE FOREGOING, YOU AGREE THAT TEKDASH SHALL NOT BE PARTY TO ANY SUCH CLAIM AND EACH USER HEREBY AGREES TO PAY (AND UPON TEKDASH'S REQUEST, PAY IN ADVANCE) ANY COSTS OR EXPENSES INCURRED BY TEKDASH RELATED TO ANY CLAIMS AMONG CONTRACTORS AND CLIENTS).

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE MAY CONTRACT WITH A THIRD PARTY TO PROCESS YOUR PAYMENT OF FEES TO US THROUGH THE USE OF A CREDIT CARD (A "CREDIT CARD PROCESSOR"). YOU UNDERSTAND AND AGREE THAT NEITHER A CREDIT CARD PROCESSOR NOR ANY OTHER PARTY INVOLVED IN THE CREDIT CARD PROCESSING PROCESS FOR TEKDASH, INCLUDING, BUT NOT LIMITED TO, THE COMPANY ISSUING THE CREDIT CARD TO YOU AND THE MERCHANT BANK (COLLECTIVELY, THE "RELEASED PARTIES") SHALL BE LIABLE FOR ANY DAMAGES SUFFERED BY YOU AS A RESULT OF THE FAILURE OF TEKDASH TO PROVIDE

SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY TEKDASH. YOU HEREBY RELEASE EACH OF THE RELEASED PARTIES FROM ANY AND ALL DAMAGES YOU MAY SUFFER AS A RESULT OF THE FAILURE OF TEKDASH TO PROVIDE SERVICES TO YOU UNDER THIS AGREEMENT OR ANY BREACH OF THIS AGREEMENT BY TEKDASH. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FOR ANY AND ALL DAMAGES IT MAY SUFFER AS A RESULT OF YOUR BREACH OF THIS SECTION. YOU HEREBY UNDERSTAND AND AGREE THAT T SHALL BE SOLELY LIABLE FOR THE PAYMENT OF ANY DAMAGES TO YOU UNDER THIS AGREEMENT.

5. Indemnification. User agrees to defend, indemnify, and hold TekDash and TekDash's Affiliates harmless from all liabilities, amounts, damages, claims, alleged claims, costs and expenses, including attorney's fees, that arise from, are related to or otherwise are connected with (i) User's use or misuse of the TekDash Platform, the App and/or any of the other Services; (ii) any misrepresentation, fraud or other act or omission that is inconsistent with the requirements of the TekDash Platform, the App or any agreements entered into between TekDash and User; (iii) any breach of any provision of these Terms of Use; (iv) any violation of applicable law by User; (v) any violation of any intellectual property rights by User, whether TekDash's rights or those of a third party; (vi) any User Material that User imports, uploads or otherwise provides to the Services; (viii) any claims from any third parties that may be impacted by your use of the Services, including claims made against you by other Clients or Contractors. TekDash reserves the right, at TekDash's own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User, in which event User will cooperate with TekDash in asserting any available defenses.

6. International Use. Although the App and/or other Services may be accessible worldwide, the TekDash Platform is intended to only facilitate the delivery of Client IT Services within the United States. TekDash makes no representation that (i) use of, or Content on, the App or any other Services are appropriate or available for use in locations outside the United States, and (ii) use of the App, or any other Services, or Content on the App or made available via the Services, are compliant with foreign law. Users who choose to access the App or other Services from other locations do so on User's own initiative and are responsible for compliance with local laws and requirements. Any offer for any product, service, and/or information made in connection with the App or with any of the other Services is void where prohibited.

7. Dispute Resolution.

a. Forum and Venue. The "Special Arbitration Provision" section below applies to Users in the United States. Read that section carefully and completely. If you are not subject to that provision, you agree that you will resolve any claim, complaint, cause of action, controversy or dispute you have with us relating to, arising out of, or in any way in connection with this Agreement, us, or our Services (each, a "Dispute" and together, "Disputes") exclusively in the state and federal courts located in Philadelphia, Pennsylvania, and you agree to submit to the personal jurisdiction of such courts for the purpose of litigating all such Disputes.

b. Governing Law. The law of the State of Delaware governs this Agreement, as well as any Dispute arising out of, or in any way in connection with this Agreement, us, or our Services, whether in court or arbitration, without regard to conflict of law provisions.

8. Special Arbitration Provision

a. **PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO SUBMIT TO BINDING INDIVIDUAL ARBITRATION OF ALL DISPUTES, EXCEPT FOR THOSE THAT INVOLVE EXCLUDED DISPUTES AND EXCEPT THOSE THAT CAN BE BROUGHT IN SMALL CLAIMS COURT. THIS MEANS YOU ARE WAIVING YOUR RIGHT TO HAVE SUCH DISPUTES RESOLVED IN COURT BY A JUDGE OR JURY. THIS SECTION ALSO LIMITS THE TIME YOU HAVE TO START AN ARBITRATION OR, IF PERMISSIBLE, A COURT ACTION. FINALLY, THIS SECTION WAIVES YOUR RIGHT TO HAVE YOUR DISPUTE HEARD AND RESOLVED AS A CLASS ACTION, CLASS ARBITRATION, OR A REPRESENTATIVE ACTION.**

b. Agreement to Arbitrate. TekDash and you agree to arbitrate all Disputes (except Excluded Disputes) between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (i) Disputes arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) Disputes that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); (iii) Disputes that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (iv) Disputes that may arise after the termination of this Agreement. References to "TekDash" in this Section include our Affiliates. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of federal, state, or local agencies or from either party bringing an action in court related to Excluded Disputes. Such agencies can, if the law allows, seek relief against us on your behalf. **YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND TEKDASH ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, INSTEAD ELECTING THAT ALL DISPUTES SHALL BE RESOLVED BY ARBITRATION. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING TO ACCEPT THIS AGREEMENT TO ARBITRATE.** This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement. An "Excluded Dispute" means any dispute or claim relating to the enforcement or infringement of your or our intellectual property rights (such as copyrights, trademarks, domains, logos, trade dress, trade secrets, and patents). For clarity and notwithstanding the foregoing, those disputes relating to, arising out of, or in any way in connection with your rights of privacy and publicity are not Excluded Disputes.

c. Notice. A party who intends to seek arbitration must first send to the other a written Notice of Dispute ("Notice"). The Notice to TekDash should be addressed to: TekDash, 204 Dana Drive, West Chester, PA 19382 ("Notice Address") with a copy by email to administrator@tekdash.com. We may provide notice to your email address that you use during registration; provided that you may inform TekDash of an address for Notice within 15 days of the date this Agreement is first effective on you by providing such address in writing by certified mail to the TekDash address in the foregoing sentence and a copy to that email address above. The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If TekDash and you do not reach an agreement to resolve the Dispute within 30 days after the Notice is received, you or TekDash may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by TekDash or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or TekDash is entitled.

d. AAA Rules. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 1-800-778-7879. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless TekDash and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your principal residence. If your claim is for \$10,000 or less, we agree 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. The payment of all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the notice requirements above will be governed by the AAA Rules.

e. No Class Actions, Class Arbitrations, or Representative Actions. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the

extent necessary to provide relief warranted by that party's individual claim. **YOU AND TEKDASH AGREE THAT EACH MAY BRING DISPUTES AND CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and TekDash agree otherwise, the arbitrator may not consolidate more than one person's Disputes, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

f. Opt-Out Procedure. You can decline this agreement to arbitrate by emailing us at optout@tekdash.com and providing the requested information as follows: (1) Your Name; (2) the date you first installed the App or used the Services; (3) Your Address; (4) Your Phone Number; (5) and clear statement that you wish to opt out of this arbitration provision in the Agreement. The Opt-Out Notice must be emailed no later than 30 days after the date you first accept the Agreement by installing the App and/or using the Services.

g. Changes. Notwithstanding any provision in this Agreement to the contrary, we agree that if TekDash makes any future change to this arbitration provision (other than a change to the Notice Address), you may reject any such change by sending us written notice within 30 days of the change to the Arbitration Notice Address provided above or to the email address set forth above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

h. Place to File Permitted Court Actions. If you opt out of the agreement to arbitrate, if your Dispute is an Excluded Dispute, or if the arbitration agreement is found to be unenforceable, you agree to be subject to the "Forum and Venue" provision in the "Dispute Resolution" section set forth above.

i. Severability. If the prohibition against class actions and other Disputes brought on behalf of third parties is found to be unenforceable for a Dispute, then all of the provisions above under the caption "Special Arbitration Provision" will be null and void as to that Dispute.

9. Entire Agreement. These terms and conditions together with the Privacy Policy and each of the Supplemental Agreements constitute the entire agreement and understanding between TekDash and User concerning the subject matter hereof and supersedes all prior agreements and understandings of the parties with respect thereto. These Terms of Use may NOT be altered, supplemented, or amended by the use of any other document(s). Any attempt to alter, supplement or amend this document or to enter an order for products or services which are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by User and TekDash. To the extent that anything in or associated with the TekDash Platform or the App is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence.

10. General.

a. Assignment. User may not assign User's rights and obligations under these Terms of Use to any third party, and any purported attempt to do so shall be null and void. TekDash may freely assign TekDash's rights and obligations under these Terms of Use and transfer, assign or novate these Terms of Use.

b. Force Majeure. In addition to any excuse provided by applicable law or under this Agreement, TekDash shall be excused from liability for non-delivery or delay in delivery of products and services available through the TekDash Platform or the App arising from any event beyond TekDash's reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond TekDash's reasonable control, whether or not similar to those which are enumerated above.

c. Enforceability; Severability. If any part of these Terms of Use is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

d. No Waiver. Any failure by TekDash to enforce or exercise any provision of these Terms of Use or related rights shall not constitute a waiver of that right or provision or a waiver of TekDash's right to enforce or exercise any such provision of these Terms of Use in the future.

e. Intended Beneficiaries. These Terms of Use are strictly between TekDash and User. There are no intended third party beneficiaries of these Terms of Use.

f. Government Sales. If User is a branch or agency of the United States Government or a contractor thereto, the following provision applies. As defined in FAR section 2.101, the Services and related documentation are "commercial items" and according to DFAR section 252.227-7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of these Terms of Use and will be prohibited except to the extent expressly permitted by the terms of these Terms of Use.

g. Use of Words. The term "including" as used in these Terms of Use shall mean "including, without limitation," unless the context otherwise requires.

BY USING THE APP AND/OR ANY OF OUR OTHER SERVICES AND/OR SUBMITTING ANY INFORMATION OR COMPLETING ANY FORMS VIA THE SERVICES, USER AGREES TO BE BOUND BY THESE TERMS OF USE. IF USER DOES NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE APP NOW AND CEASE ALL FURTHER USE THEREOF AND OF ANY RELATED SERVICES.