



WEBSITE TERMS OF SERVICE

Last Modified: April 11, 2021

Welcome to www.tydo.com, the website of PolyOps, Inc. dba Tydo (“Tydo,” “we,” “us” or “our”). This page explains the terms by which you may use our website (the “Site”). By accessing or using the Site, or by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood, and agree to be bound by these Website Terms of Site (this “**Agreement**”), and acknowledge that you have read and understood our [Privacy Notice](#), whether or not you are a registered User of our Site. Tydo reserves the right to modify these terms and will provide notice of these changes as described below. This Agreement applies to all visitors, users, and others who access the Site (collectively, the “**Users**”).

PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THIS AGREEMENT CONTAINS A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. **Our Site**

The Site provides information about the marketing, finance and operational insights, recommendations and analytics that Tydo provides to commerce companies, as well as related functionality. If you are a current customer of Tydo, please refer to our [Customer Terms and Conditions](#) for additional terms that apply to your use of our products and services other than the website.

1.1 **Eligibility**

This is a contract between you and Tydo. You must read and agree to these terms before using our Site. If you do not agree, you may not use the Site. You may use the Site only if you can form a binding contract with Tydo, and only in compliance with this Agreement and all applicable local, state, national, and international laws, rules and regulations. Any use or access to the Site by anyone under 13 is strictly prohibited and in violation of this Agreement. The Site is not available to any Users previously removed from the Site by Tydo.

1.2 **Limited License**

Subject to the terms and conditions of this Agreement, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Site as permitted by the features of the Site. Tydo reserves all rights not expressly granted herein in the Site and the Tydo Content (as defined below). Tydo may terminate this license at any time for any reason or no reason.

1.3 **Site Rules**

You agree not to engage in any of the following prohibited activities:

- copying, distributing, or disclosing Tydo Content, such as pricing, product or service information, and/or any other part of the Site in any medium, including without limitation by: (a) copying Tydo Content from the Site and disseminating it outside of the Site, (b) taking “screen shots” from the Site and

disseminating those screen shots outside of the Site, or (c) engaging in any automated or non-automated “scraping” on the Site;

- using any automated system, including without limitation “robots,” “spiders,” “offline readers,” etc., to access the Site in a manner that sends more request messages to the Tydo servers than a human can reasonably produce in the same period of time by using a conventional on-line web browser (except that Tydo grants the operators of public search engines revocable permission to use spiders to copy publicly available materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials);
- transmitting spam, chain letters, or other unsolicited email;
- attempting to interfere with, compromise the system integrity or security of, or decipher any transmissions to or from the servers running the Site;
- taking any action that imposes, or may impose at our sole discretion an unreasonable or disproportionately large load on our infrastructure;
- uploading invalid data, viruses, worms, or other software agents through the Site;
- otherwise interfering with the proper working of the Site;
- collecting or harvesting any personally identifiable information, including Users’ account names, from the Site;
- renting, leasing, lending, selling, licensing, sublicensing, assigning, distributing, publishing, transferring, or otherwise making available the Site for your own commercial purposes;
- reverse engineering, disassembling, decompiling, decoding, adapting, or otherwise attempting to derive or gain access to any software component of the Site, in whole or in part;
- impersonating another person or otherwise misrepresenting your affiliation with a person or entity, conducting fraud, hiding or attempting to hide your identity;
- removing any proprietary notices from the Site or the Tydo Content;
- accessing any content on the Site through any technology or means other than those provided or authorized by the Site;
- bypassing the measures we may use to prevent or restrict access to the Site, including without limitation features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein; or
- using the Site or the Tydo Content in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or other right of any person, or that violates any applicable law.

For the purposes of this Agreement, “**Intellectual Property Rights**” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property or proprietary rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

1.4 **Monitoring**

Notwithstanding anything to the contrary in this Agreement, Tydo reserves the right to monitor and record how Users use the Site, including without limitation search terms they enter on the Site, for Tydo's own purposes, including (a) to evaluate Users' compliance with this Agreement and (b) to support and improve the Site and develop new products and services.

1.5 **Changes to the Site**

We may, without prior notice, change the Site; stop providing the Site or features of the Site, to you or to Users generally; or create usage limits for the Site. We may permanently or temporarily terminate or suspend your access to the Site without notice and liability for any reason, including if in our sole determination you violate any provision of this Agreement, or for no reason. Upon termination for any reason or no reason, you continue to be bound by this Agreement.

1.6 **Site Location**

The Site is controlled and operated from facilities in the United States. Tydo makes no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Site if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Site are solely directed to individuals, companies, or other entities located in the United States.

2. **Proprietary Rights**

2.1 **User Content**

Some areas of the Site may allow Users to submit, post, display, provide, or otherwise make available (together, "**Share**") content on the Site such as profile information, cost data, spend data, shipping information, search query inputs, comments, questions, and other similar content and information. Any such content and information that a User Shares on the Site is referred to in this Agreement as "**User Content**."

Tydo creates derivatives of the User Content you Share with us for our own business purposes, including without limitation by aggregating data from multiple Users, creating graphic representations and other derivative works from User Content, maintaining, supporting and improving our Site, training machine learning algorithms, and developing new product and service offerings. While such uses of User Content are key features of our business model, we also value our Users' privacy. Tydo uses commercially reasonable efforts to ensure that any derivatives of User Content we use for our own business purposes cannot reasonably be used to identify the User that Shared such User Content with us.

By Sharing any User Content on or through the Site:

- You represent and warrant that you have obtained and are solely responsible for obtaining any and all Intellectual Property Rights necessary to Share such User Content with Tydo.
- You have obtained and are solely responsible for obtaining all consents as may be required by law to Share any User Content relating to third parties.

- Tydo may exercise the rights to your User Content granted under this Agreement without liability for payment of any guild fees, residuals, payments, fees, or royalties payable under any collective bargaining agreement or otherwise.
- Your Sharing of the User Content with Tydo complies with applicable laws.
- You represent and warrant that to the best of your knowledge, all User Content that you Share with us is truthful, accurate and complete.

You hereby expressly grant Tydo a royalty-free, sublicensable, transferable, perpetual, irrevocable, non-exclusive, worldwide license to use, reproduce, modify, publish, list information regarding, edit, translate, distribute, syndicate, publicly perform, publicly display, and make derivative works of all such User Content, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, for use in connection with the Site and Tydo's (and its successors' and affiliates') business as described in this Agreement.

Tydo takes no responsibility and assumes no liability for any User Content that you or any third party Shares on or through the Site. You shall be solely responsible for your User Content and the consequences of Sharing it on the Site, and you agree that we are only acting as a passive conduit for your online distribution and publication of your User Content. You understand and agree that Tydo shall not be liable for any damages you allege to incur as a result of or relating to any User Content.

2.2 **Tydo Content**

Except as explicitly provided herein, the Site and all materials therein or transferred thereby, including, without limitation, derivative works that we generate from User Content, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, and music (the "**Tydo Content**"), and all Intellectual Property Rights related thereto, are the exclusive property of Tydo and its licensors (including other Users who post User Content to the Site). Except as explicitly provided herein, nothing in this Agreement shall be deemed to create a license in or under any such Intellectual Property Rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works from any Tydo Content. Use of the Tydo Content for any purpose not expressly permitted by this Agreement is strictly prohibited.

2.3 **Ideas**

You may choose to or we may invite you to Share comments or ideas about the Site, including without limitation about how to improve the Site or our products ("**Ideas**"). By Sharing any Ideas, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Tydo under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Tydo does not waive any rights to use similar or related ideas previously known to Tydo, or developed by its employees, or obtained from sources other than you.

3. **Paid Sites**

3.1 **Customer Terms and Conditions.** If you elect to purchase access to our paid products and services, you must agree to our Customer Terms and Conditions.

3.2 **California Residents.** The provider of services is: Tydo, Inc., 2261 Market Street #4016, San Francisco, CA 94114, telephone (415) 322-0144. If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Sites of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112 Sacramento, CA 95834, or by telephone at (800) 952-5210 or (916) 445-1254.

4. **No Professional Advice**

If the Site provides professional information (for example, financial, medical, or legal), such information is for informational purposes only and should not be construed as professional advice. No action should be taken based upon any information contained in the Site. You should seek independent professional advice from a person who is licensed and/or qualified in the applicable area.

5. **Privacy**

Your privacy is important to us. For more information about our privacy practices, please refer to our [Privacy Notice](#).

6. **Security**

Tydo cares about the integrity and security of your personal information. However, we cannot guarantee that unauthorized third parties will never be able to defeat our security measures or use your personal information for improper purposes. You acknowledge that you provide your personal information at your own risk.

7. **DMCA Notice**

UNDER FEDERAL LAW, IF YOU KNOWINGLY MISREPRESENT THAT ONLINE MATERIAL IS INFRINGING, YOU MAY BE SUBJECT TO CRIMINAL PROSECUTION FOR PERJURY AND CIVIL PENALTIES, INCLUDING MONETARY DAMAGES, COURT COSTS, AND ATTORNEYS' FEES.

Please note that this procedure is exclusively for notifying Tydo and its affiliates that your copyrighted material has been infringed. The preceding requirements are intended to comply with Tydo's rights and obligations under the DMCA, including 17 U.S.C. §512(c), but do not constitute legal advice. It may be advisable to contact an attorney regarding your rights and obligations under the DMCA and other applicable laws.

In accordance with the DMCA and other applicable law, Tydo has adopted a policy of terminating, in appropriate circumstances, Users who are deemed to be repeat infringers. Tydo may also at its sole discretion limit access to the Site for any Users who infringe any Intellectual Property Rights of others, whether or not there is any repeat infringement.

8. **Third-Party Links and Information**

The Site may contain links to third-party materials that are not owned or controlled by Tydo. Tydo does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from the Site or share your User Content on or through any third-party website or service, you do so at your own risk, and you understand that this Agreement and Tydo's Privacy Policy do not apply to your use of such sites. You expressly relieve Tydo from any and all liability arising from your use of any third-party website, service, or content. Additionally, your dealings with or participation in promotions of advertisers found on the Site, including payment and delivery of goods, and any other terms (such as warranties) are solely between you and such advertisers.

You agree that Tydo shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

9. **Indemnity**

You agree to defend, indemnify and hold harmless Tydo and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Site, including any data or content transmitted or received by you; (ii) your violation of any term of this Agreement, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of confidentiality, privacy or Intellectual Property Rights; (iv) your violation of any applicable law, rule or regulation; (v) User Content including without limitation misleading, false, or inaccurate information; (vi) your negligence or willful misconduct; or (vii) any other party's access and use of the Site with your unique username, password or other appropriate security code.

10. **No Warranty**

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM TYDO OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, TYDO, ITS SUBSIDIARIES, ITS AFFILIATES, AND ITS LICENSORS DO NOT WARRANT THAT THE TYDO CONTENT, INCLUDING WITHOUT LIMITATION TYDO CONTENT DERIVED FROM USER CONTENT, IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DOWNLOADED AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR YOUR USE OF THE SERVICE.

FURTHER, TYDO DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, AND TYDO WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

FEDERAL LAW, SOME STATES, PROVINCES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION AND LIMITATIONS OF CERTAIN IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS AND EXCLUSIONS UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11. **Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TYDO, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION

DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATING TO THE USE OF, OR INABILITY TO USE, THE SERVICE. UNDER NO CIRCUMSTANCES WILL TYDO BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR ACCOUNT OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TYDO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF OUR SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH OUR SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL TYDO, ITS AFFILIATES, AGENTS, DIRECTORS, EMPLOYEES, SUPPLIERS, OR LICENSORS BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$200.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF TYDO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. THE DISCLAIMERS, EXCLUSIONS, AND LIMITATIONS OF LIABILITY UNDER THIS AGREEMENT WILL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. **Governing Law, Arbitration, and Class Action/Jury Trial Waiver**

12.1 **Governing Law.** You agree that: (i) the Site shall be deemed solely based in California; and (ii) the Site shall be deemed a passive one that does not give rise to personal jurisdiction over us, either specific or general, in jurisdictions other than California. This Agreement shall be governed by the internal substantive laws of the State of California, without respect to its conflict of laws principles. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in the City and County of San Francisco, California for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of Intellectual Property Rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that the City and County of San Francisco, California is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

12.2 Arbitration. READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM TYDO. For any dispute with Tydo, you agree to first contact us at admin@tydo.com and attempt to resolve the dispute with us informally. In the unlikely event that Tydo has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to this Agreement, or the breach or alleged breach thereof (collectively, “**Claims**”), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in the City and County of San Francisco, California, unless you and Tydo agree otherwise. If you are using the Site for commercial purposes, each party will be responsible for paying any JAMS filing, administrative and arbitrator fees in accordance with JAMS rules, and the award rendered by the arbitrator shall include costs of arbitration, reasonable attorneys’ fees and reasonable costs for expert and other witnesses. If you are an individual using the Site for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney’s fees, and your reasonable costs for expert and other witnesses; and (iii) you may sue in a small claims court of competent jurisdiction without first engaging in arbitration, but this does not absolve you of your commitment to engage in the informal dispute resolution process. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Tydo from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, Intellectual Property Rights or other proprietary rights.

12.3 Class Action/Jury Trial Waiver. WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES’ INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON’S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND TYDO ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

13. General

13.1 Assignment. This Agreement, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Tydo without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

13.2 Notification Procedures and Changes to the Agreement. Tydo may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Tydo in our sole discretion. Tydo reserves the right to determine the form and means of providing notifications to our Users, provided that you may opt out of certain means of notification as described in this Agreement. Tydo is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Tydo may, in its sole discretion, modify or update this Agreement from time to time, and so you should review this page

periodically. When we change the Agreement in a material manner, we will update the 'last modified' date at the top of this page and notify you that material changes have been made to the Agreement. Your continued use of the Site after any such change constitutes your acceptance of the new Website Terms of Site. If you do not agree to any of these terms or any future Website Terms of Site, do not use or access (or continue to access) the Site.

13.3 Entire Agreement/Severability. This Agreement, together with any amendments and any additional agreements you may enter into with Tydo in connection with the Site, shall constitute the entire agreement between you and Tydo concerning the Site. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect, except that in the event of unenforceability of the universal Class Action/Jury Trial Waiver, the entire arbitration agreement shall be unenforceable.

13.4 No Waiver. No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Tydo's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

13.5 Contact. Please contact us at admin@tydo.com with any questions regarding this Agreement.