

# TERMS AND CONDITIONS OF D DOTS LLC

## Welcome to D DOTS LLC!

We invite you to carefully read the following Terms and Conditions (hereinafter **"T&C"**), as this agreement is a fully binding contract between **"You"** (**"User"** and/or **"Client"**) and **"We"** (**"D DOTS LLC"**), therefore, any person who wishes to access or make use of the services of **D D DOTS LLC** (**"We"**) through our website [www.ddotslab.com](http://www.ddotslab.com) (**"The Site"**) and/or its social media plugins (Facebook, Instagram, Tiktok, WhatsApp, among others (who together or separately for this agreement are referred to as **"Networks"**)), may do so subject to our privacy notice aligned with the California Consumer Privacy Act of 2018 and 2020 (CCPA) and these Terms and Conditions.

These **"T&C"** govern your general use of any services offered by **"D DOTS LLC"**, including the services **"You"** purchase, except where we expressly state that other terms and conditions apply (and not these). These **"T&C"** are subject to change without notice and without notice, so we encourage you to keep track of them through **"The Site"**.

## D DOTS LLC Services

Our services include the **B.L.I.N.D** framework for homomorphic encryption, data validation services and secure transaction processing. Each service is designed to meet the high-level data security needs of different industries.

## General Terms and Conditions for **"Users"** and/or **"Customers"**.

By accepting, accessing and/or using the services of **"D DOTS LLC"**, **"You"** agree to be bound by these **"T&C"** and use the services of **"Us"** in accordance with the contents of this contract. At the moment that **"You"** navigate in **"The Site"** and/or contract with **"Us"** any type of provision of services and/or make any purchase, you declare, under oath, that you are of legal age, in accordance with the 26th Amendment of the United States of America or in its case to be of legal age in your country of origin, so that you have the capacity and sufficient legal powers to enter into this contract.

If **"You"** access or use the services of **"D DOTS LLC"**, in the event that **"You"** are a representative, attorney-in-fact and/or administrator, you declare under oath that you have the necessary powers to acquire obligations and rights on behalf of a legal entity and/or its represented party; as well as to be able to bind the same to what is set forth in this document.

established in this instrument and other binding contracts that may arise from the products and/or services requested.

Likewise, when **"You"** use, purchase, browse, and/or visit **"The Site"**, you declare under oath that you are of legal age in your country of origin; or otherwise, that you are at least 16 years old and have the authorization of your parents or legal guardian, so **"D DOTS LLC"**, disclaims any liability in case **"You"** use, browse, purchase and/or visit **"The Site"** and/or the **"Networks"** of **"Us"**.

## **Restrictions to navigate and contract with "D DOTS LLC".**

**"D DOTS LLC"** hereby informs you that you will not be able to contract services with **"We"**, yes:

- I. As a natural person **"You"** have been deprived of your political rights and/or have been convicted of felonies under the laws of the United States of America and/or the laws of your country of origin and/or residence;
- II. In the event that **"You"** is acting as legal representative and/or representative of a natural person and/or legal entity and does not have sufficient powers to bind the person represented;
- III. Be a minor under the laws of the United States of America and/or the laws of your country of origin and/or residence;
- IV. If **"You"** do not agree with these **"T&Cs"** and its Privacy Notice.
- V. For not being in line with good customs and good law.

In any of these fractions (I, II, III, IV and V) **"You"** must refrain from using, browsing, purchasing and/or visiting **"The Site"** and/or the **"Networks"** of **"Us"**.

## **About "The Site"**

### **Compatibility of "The site"**

**"The Site"** is a web service compatible with Firefox®, Chrome® and Safari® browsers under operating systems: Windows®, OSX®, IOS®. **"The site"** is not responsible for any changes that may exist in the above mentioned systems, and that at some point may make it incompatible with **"The site"**. The use of our services with a server other than those mentioned above is at your own risk and we are not responsible for any damages that this may cause.

Access to **"The Site"** requires a broadband Internet connection and a compatible browser. Please note that this may represent additional costs and expenses that are independent of the service provided by **"The Site"**.

**"You"** agree to assume full responsibility for your use of **"The Site"**, being at your own risk the quality, performance, interruption of service, the

loss of data or any damage resulting from the misuse of the services or third party software, in which case, you will bear the cost and expenses arising therefrom.

“**D DOTS LLC**” disclaims any responsibility, there being no warranty in relation to the information contained or available, including but not limited to the availability of access to “**The Site**” and/or the “**Networks**”; absence of viruses, errors; disabling or any other contaminating material or with destructive functions of information such as malware; or any failure that “**The Site**” and/or the “**Networks**” may have.

### **Personal information that may be collected automatically**

The following personal information may be collected through the use of server log files and tracking technologies, as detailed in the use of Cookies.

Personal system information	Data technical data about the equipment or user device: <ul style="list-style-type: none"><li>★ IP address;</li><li>★ Device type;</li><li>★ Operating system version;</li><li>★ Unique device identifier;</li><li>★ Browser;</li><li>★ Browser language.</li></ul>
Personal usage information.	Usage statistics about user interactions with the Services, the content accessed, time spent on pages, features used, search queries, clickstream data, date and time, and referrers.
Approximate personal geographic information.	An approximate geographic location, such as country, city based on the IP address.

### **Use of cookies and web beacons**

The cookies we use correspond to the DP service. Cookies are text files that are automatically downloaded and stored on the hard disk of the user's computer equipment to the browser on a specific Internet page, which allow the Internet server to remember some information about the user, including your preferences for viewing pages on the server, name and password.

Beacons are images embedded in a web page or email, which can be used to monitor the behavior of a visitor, such as to store

information about the user's IP address, duration of interaction time on that page and the type of browser used.

These cookies can be disabled. To learn how to do this **"You"** can consult the help section in your browser.

## **Contents of "The site".**

All materials published or made available on **"We"** services, **"The Site"** and **"The Networks"** (including, without limitation, text, photographs, images, copy, illustrations, designs, audio clips, video clips, "look and feel", metadata, data or compilations, all also known as **"Content"**) are copyrighted and are owned or controlled by **"D DOTS LLC"**, therefore, if you reproduce or commercialize with them, you are infringing copyright, as long as **"You"** do not have a license of use expressly issued by **"Us"**, being **"D DOTS LLC"** in full right to exercise the pertinent legal actions against whoever violates what is expressed in this contract.

**"You agree"** that the use of **"The Site"** is at your own risk and that the products and/or services offered therein may be subject to availability. Likewise, it does not guarantee in any way that the material published by advertisers is accurate and truthful, as it may be outdated.

## **Third Party Content**

### **Pop- Up and its links**

**"The Site"** may contain links to other third party web sites, resources and advertisers, however, these links **"D DOTS LLC"** does not control, endorse, sponsor, recommend or accept any responsibility for any such linked content. Because we are not responsible for the availability of these outside resources or their content or privacy practices, **"You"** should address any concerns regarding any content linked to such a site.

### **Of the content generated by "You"**

If you upload, publish or send any content within **"The Site"**, including but not limited to comments, images, pictures, photos, videos, links, among others, **"You"** represent that **"You"** have all the necessary legal rights to do so, and that such content will not violate any law or the rights of any person, and will be attached to good customs and good law. It is hereby strictly prohibited to upload, distribute or publish comments, material, reviews and/or files that incite hatred and discrimination and/or in any way related to the following:

- I. Slanderous;
- II. Defamatory;
- III. Dishonor;
- IV. Obscene;

- V. Plagiarism;
- VI. Copyright infringement;
- VII. Pornographic;
- VIII. Abusive or illegal;
- IX. Substantially and knowingly misleading information with intent to defraud.

"You" shall also not upload, distribute or post any malware, viruses, spyware or other malicious software or files on **"The Site"** or face criminal charges.

Committing to always use respectful language, without discriminating against any person on the basis of religion, race, sex, age, disability, and avoiding the propagation of hate speech.

By making any posting on **"The Site"**, **"You"** consent to display and publication with **"Us"**, through **"The Site"** and/or the **"Networks"**, as well as for related online and offline promotional uses.

In case of non-compliance with the provisions of this instrument (especially when incitement to hatred and/or discrimination is generated), it will be a reason for removal from our system and immediate and permanent suspension, and / or failing that may be blocked from the **"Networks"** and / or partial or total access to it, without any liability for **"D DOTS LLC"**.

**"You"** is solely responsible for the content and submissions to **"D DOTS LLC"**, since we do not get to review all the content that users and / or customers make, so it does not know part or all of what they contain, excluding **"D D DOTS LLC"** of any liability that may arise from the publication of **"You"**, **"The site"** reserves the right to delete, move or edit if you notice something that could end up hurting third parties, at the same time may take legal action against the person who violated any part of this contract.

## **Privacy and Personal Information Protection**

We inform you that **"D DOTS LLC"** is responsible for the treatment that will be given to your personal data, as **"You"** can see in our **Privacy Notice**.

However, the moment you become aware of the personal data of any of our team members, **"You"** also become the data controller with the obligations arising therefrom and must comply as does **"D DOTS LLC"** aligned to The California Consumer Privacy Act of 2018 and 2020 (CCPA).

**"D DOTS LLC"** is aligned for the processing of your personal data in accordance with the provisions The California Consumer Privacy Act of 2018.

(CCPA); The California Privacy Rights Act of 2020 (CPRA); Civil Code sections 1798.99.80, 1798.99.81, 1798.99.82, 1798.99.84, 1798.99.85, 1798.99.86, 1798.99.87, 1798.99.89, relating to data brokers; the Federal Trade Commission (FTC); Children's Online Privacy Protection Act (COPPA Rule) and other applicable legislation.

## Special protection for minors

We do not knowingly collect or solicit any information on **"The Site"** from anyone under the age of 13 nor do we allow children under the age of 13 to disclose their personal information to us through **"The Site"**. **"The Site"** is directed to individuals who are permitted to share their personal information without parental consent. If **"You"** believe that we might have information from a child under the age of 13, please email us at the following address [support@ddotslab.com](mailto:support@ddotslab.com). Put "COPPA Information Request" in the subject line.

Parents have control over the personal information that companies collect online from their children under the age of 13 under the Children's Online Privacy Protection Act, the Federal Trade Commission and COPPA rules. More information is available at <https://consumer.ftc.gov/articles/protecting-your-childs-privacy-online#howdoes>.

## Services and products

**"D DOTS LLC"** offers a variety of services among them are the following:

- Validation of data and/or personal information;
- Secure transaction processing;
- Secure transfer of data and personal information between different domains and customized encryption solutions;

The investment of each one of these services and products is linked to the complexity for the realization of each one of them, derived from the needs that **"You"** have in your company, business, institution or others, as well as the scope of the same is a determining factor.

Hence, **"You"** have contact with our sales team, to get your personalized quotation of the service.

# Methods of payment

## Currency

The prices and rates established in **"The Site"** and/or **"Networks"** of **"D DOTS LLC"**, are shown in United States Dollar (USD), the costs shown may change at any time, as well as there may be variations if **"You"** pay with another foreign currency of which we accept the following:

- Mexican peso (MXN)
- Canadian Dollar (CAD)
- Euros (EUR)

The exchange rate applied to foreign currency will be that of the moment in which the transaction is made.

## Taxes

When **"You"** purchase any of our products and/or services, **"You"** agree to pay the price indicated at the time of your order, as well as the applicable taxes. Taxes may vary, depending on your tax situation and/or the principle of international double taxation.

Our prices include all applicable taxes. Detailed pricing for each of our services depends on the scope and complexity of your encryption needs, and **"You"** can contact our sales team to obtain a customized quote.

## Ways to pay for products and/or services

To make payment for any product and/or service with **"D DOTS LLC"**, **"You"** may do so through:

- Bank deposit
- Bank transfer
- On-site payment
- Debit card payment
- Payment by credit card (mastercard and visa);
- Stripe

Once the payment has been made, **"You"** can send us the proof of payment to [support@ddotslab.com](mailto:support@ddotslab.com) and/or through the means indicated by our sales agent.

It is made of your knowledge that, in any case, payments made by **"You"** or third parties through any means, will be refundable, so we recommend **"You"** to navigate and buy responsibly in **"The Site"** and / or **"Networks"** of **"D DOTS LLC"** and / or its official sales agents.

## Billing

"D DOTS LLC" will deliver to "You" (if requested), the invoice corresponding to your payment, the delivery of the invoice will be via email and the invoice may be requested up to two days before the end of the month of purchase, where "You" may be asked for your proof of tax status to prepare such invoice.

Your invoice may take between 24 and 72 business hours to arrive to the mail "You" provide us. After 72 hours after the invoice is issued, there will be no changes or cancellations.

## Warranties and returns

When "You" are in any of the following cases, and complying in time and form with the provisions of this contract, "You" may enforce the following guarantees:

1. When an encrypted data breach occurs;
2. When data processing produces incorrect results

In either of these two scenarios, "D DOTS LLC", guarantees robust data integrity and confidentiality through our B.L.I.N.D. framework. In the unlikely event of a data breach or processing error, we will immediately inform affected customers, conduct a thorough investigation and provide a detailed report.

We will also implement corrective measures and improve our security protocols to prevent future incidents.

"D DOTS LLC" offers refunds in specific circumstances, such as service interruptions or failure to meet agreed service levels.

The manner in which these refunds may be requested will be in the same currency and form of payment in which the purchase was made with "Us". **In the event** that the payment was made through tokenization, the refund will be equivalent to the original value of the transaction, respecting the value of the token at the time of the refund.

## How do I validate the warranty?

To validate a warranty, "You" must submit a complaint through our customer service portal at [www.ddotslab.com](http://www.ddotslab.com) and attach the following information:

1. Full name and valid official identification (pdf)
2. Proof of transaction
3. A detailed description of the problem.
4. A mail to reply to you

Once the complaint is received in the corresponding area, it will be reviewed and a response will be given within 14 business days to the e-mail address "You" have provided us.



Within the answer we provide **"You"** will find a solution and/or an action plan, which may involve additional costs to be covered by **"You"**. Whether or not there is an additional cost will vary according to the specific case and the complexity of the execution.

**"You"** are hereby informed that the analysis to review your complaint and particular case will be totally free of charge.

## **License**

At the moment **"You"** contract any of the services we offer at **"D DOTS LLC"**, **"D DOTS LLC"** grants the client a license for its limited personal use, so that the client at no time and under no circumstances may sublicense the services contracted with **"Us"**. All rights granted by **"D DOTS LLC"** to the client may only be exercised by the client for the client's internal business purposes, as that is the only thing that comprises its license. It is understood that the license granted to **"You"** is non-transferable.

We inform you that the license granted to **"You"** is not the only one we perform, since this license **"D DOTS LLC"** may be granted to other customers, with their respective specifications, so **"You"** may have a non-exclusive license at the time of contracting with **"Us"**.

## **Confidential Information**

**CONFIDENTIAL INFORMATION** - It is understood as such information of industrial or commercial application owned by **"D DOTS LLC"**, which means to obtain or maintain a competitive and/or economic advantage over third parties in the performance of its economic activities.

All models, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, software programs or codes, optical discs, microfilms, whether tangible or intangible, stored, compiled or memorized physically, electronically, graphically, photographically or in writing and/or perceptible t h r o u g h human and/or cyborg senses shall be considered trade secrets and are protected by applicable laws.

It is considered confidential, all information provided between **"You"** and **"D DOTS LLC"**, collected through electronic, digital, magnetic media, documents, social networks (provided it has been collected in private message) that is related to the business, projects and / or services contracted by **"You"** with **"D DOTS LLC"**.

It will not be considered confidential information that **"D DOTS LLC"** and/or **"You"** make public or that has been made known through any means of communication by third parties outside **"D DOTS LLC"** and/or **"You"**.

Economic Espionage Act of 1996, 18 U.S.C. §§1835 et seq. Orders to preserve confidentiality

**TRADE SECRET.** Means all forms and types of financial, business, scientific, financial, commercial, scientific, technical, economic or engineering information, including models, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, stored, compiled or memorized physically, electronically, graphically, photographically or in writing that belong to **"D DOTS LLC"**, provided that **"We"** take reasonable measures to keep such information secret; therefore, the information obtains a value, independent economic value, real and/or potential, that in case of being disclosed, disclosed, copied, duplicated, duplicated, sketched, drawn, photographed, downloaded, uploaded, altered, destroyed, photocopied, replicated, transmitted, delivered, sent, mailed, communicated or transmitted, without express authorization of **"Us"** generate damages to **"D DOTS LLC"**, which in case **"You"** perform any of these activities described herein without express authorization of **"Us"**, apart from the legal procedures that we exercise due to your negligence, **"You"** are obliged to pay us for the damage caused up to 5 (five) million dollars.

**OWNER - "D DOTS LLC"** for purposes of this agreement, is the sole owner with respect to the trade secrets and confidential information, as well as the Intellectual Property contained in this document, **"The Site"** and/or **"Networks"** of **"D D DOTS LLC"**.

Pursuant to the foregoing, **"You"** and **"D DOTS LLC"** agree and undertake to safeguard and maintain strict confidentiality regarding the information obtained through the technologies and/or any means perceptible through the senses and not to reproduce, disclose, disclose, copy, transmit, circulate, share, transfer, sell, or any other similar directly or indirectly, except as provided in this contract and what is contractually established in writing between **"You"** and **"D D DOTS LLC"**.

**"You"** and **"D DOTS LLC"** agree that, except as expressly contemplated in this Agreement, nothing herein shall be construed as a tacit or express conveyance, assignment, grant and/or license in favor of either of them with respect to present or future rights related to confidential information and/or trade secret.

## **Intellectual Property**

The products and/or services, as well as the content of **"D DOTS LLC"** are protected by intellectual property, including, but not limited to, copyrights, trademarks, patents, trade secrets, database rights and personal information, which are protected by the Copyright law of the United States, the California Consumer Privacy Act (CCPA), and other applicable laws.

**"D DOTS LLC"** does not grant or transfer any intellectual property rights to **"You"**, limited solely to the provisions of this agreement and the other documents.

entered into to fulfill the services requested by **"You"**, unless otherwise expressly agreed between **"D DOTS LLC"** and **"You"**.

The copyrights of patrimonial and/or moral nature, and other rights derived from intellectual property, if any, resulting from the performance of the service, in addition to those contained in this document, as well as procedures, manuals, slides and materials correspond entirely to **"DOTS LLC"**, who may exploit, disseminate, and transmit them by any means known or to be known, with the limitation of granting rights to **"DOTS LLC"**, **D DOTS LLC"**, who will be able to exploit them, spread them and transmit them by any means known or to be known, with the limitation of granting the rights of paternity, moral and credits that, in its case, could correspond to any worker and/or collaborator of the team of **"D D DOTS LLC"**. Therefore, at no time is being given a license to **"You"** to commercially exploit any type of material that is provided for your personal use by the team of **"D DOTS LLC"**.

Therefore, **"You"** are not authorized to modify, publish, edit, copy, replicate, market, transmit, participate in the transfer or sale of our content and/or services, communicate to the public or in any way exploit in whole or in part any of the content (or its arrangement) or services (including software) owned in whole or in part by **"D DOTS LLC"**.

However, if **"You"** distribute the material provided by **"D DOTS LLC"**, **"You"** will be liable for any infringement of third party copyrights and intellectual property rights arising from your business dealings or any other means of exploitation without our written permission. In addition to responding to third parties, **"You"** will be liable to **"D DOTS LLC"** for payment of an indemnity in favor of **"D DOTS LLC"** for \$100, 000.00 dollars (One hundred thousand dollars 00/100), this fine does not exempt **"D DOTS LLC"** from subsequently exercising any legal procedure to enforce its rights, for the violations, impairments, damages and/or negligence committed against **"D DOTS LLC"**, likewise **"You"** are obliged to pay the legal actions that **"D DOTS LLC"** exercises against **"You"**, such as expenses, costs, attorney's fees, this in addition to the payment for the losses or damages that could cause your negligence.

Copying or storing any Content other than for personal use is expressly prohibited without the prior written permission of **"D DOTS LLC"**.

## **Safeguarding of Information**

We inform **"You"** that you acknowledge and agree that the information collected by **"The Site"**, once the requested service is completed, the information will be stored by **"We"** for a period of up to 50 years from the date of completion of our services and the corresponding payment of the consideration acquired by **"You"**, so that, after that time, any personal information we have from **"You"** will be deleted.

Therefore, **"You"** expressly waive any action, claim or demand against **"D DOTS LLC"**, its affiliates, collaborators, employees and/or suppliers for any copyright and/or intellectual property infringement and/or false personal information documents derived from the information provided.

by **"You"** to **"D DOTS LLC"**, as well as respond to third parties for providing false information or that violates any right of the United States of America, excluding **"D DOTS LLC"** from any responsibility.

## **Independence in the workplace**

It is understood and accepted by **"You"** and **"We"** that we are independent contractors and that the relations derived from the present contract between **"You"** and **"We"**, does not turn into employees, partners or shareholders the personnel that each one of us employs for the fulfillment of this agreement of wills.

In accordance with the foregoing, neither **"You"** nor **"We"** have any employment liability to each other or to the employees of the other party, and shall hold each other harmless.

## **Disclaimer of warranties**

The waiver or lack of exercise, total or partial, of the rights that correspond to each one of **"The Parties"** derived from the present Contract, as well as from any modification to the same, does not imply the waiver to exercise them later.

**"The Parties"** agree to waive class actions, so that each party may bring legal proceedings or dispute resolution mechanisms solely and exclusively on an individual basis.

## **Failure to comply with these conditions and suspension of service**

### **Suspension of service**

**"D DOTS LLC"** may at any time, with or without notice and without liability to it suspend the service in the following cases:

- A.** If you detect a misuse of **"You"** in the accesses that are provided to **"You"** and/or in your navigation through **"The Site"**.
- B.** For making prohibited postings or uploading prohibited content as set forth in this Agreement.
- C.** For negligent conduct and/or conduct detrimental to third parties.
- D.** For violating intellectual property rights of third parties and/or **"D DOTS LLC"**.
- E.** At the request of an authority.
- F.** For failure to comply with the obligations acquired by **"You"**.

- G. For reasons beyond the control of **"D DOTS LLC"** that make it impossible to continue providing the requested service, such as pandemics, contingencies, earthquakes, cyclones, floods, among others.
- H. Unworthy treatment of employees, collaborators and other personnel of **"D DOTS LLC"**.

## Early termination of service

**"The Parties"** may terminate the service early without liability for any of them in the following causes stipulated below:

- A. By mutual agreement between **"The Parties"**, which must be in writing, by sending an email to the following address: [support@ddotslab.com](mailto:support@ddotslab.com)
- B. Failure to comply with the obligations established in this contract and/or in the services requested by both parties.
- C. For legal impossibility that prevents the continuity of this contract, not attributable to any of the parties, by order of a competent authority, or by fortuitous event or force majeure, which prevent the continuation of this contract.

The early termination of the contract for any cause may occur without the need for a court order, resolution or declaration in this regard and without such early termination generating liabilities, compensation, payment of penalties or additional obligation for **"D DOTS LLC"**.

**"D DOTS LLC"** may terminate the contractual relationship it has with **"You"**, without liability for **"Us"** in the following cases:

- A. If we detect that **"You"** are violating privacy rights and/or the rights of minors.
- B. For breach of any of the obligations agreed with **"Us"**.
- C. For plagiarizing part or all of the content and/or any intellectual property rights belonging to **"D DOTS LLC"**.
- D. For sublicensing, the non-transferable license granted to you by **"D DOTS LLC"** (in addition to the fact that we may exercise the necessary legal procedures for this violation against you, which **"You"** have agreed to pay us).
- E. For committing non-competition, intellectual property, and/or any other criminal offenses (in addition to the fact that we may exercise the necessary legal procedures for this violation against you, which **"You"** have agreed to pay us).

**"You"** may terminate the contractual relationship you have with **"Us"**, without liability to **"You"** in the following cases:

- A. When the time you contracted the service with **"Us"** has ended and there is no debt with **"Us"**.
- B. If **"You"** prove that **"We"** are infringing recognized copyrights of **"You"**.
- C. If **"You"** prove that **"We"** are infringing rights granted by industrial property belonging to **"You"**.

## **U.S. Government Affairs**

**"The Parties"** represent that they are not on any U.S. government list of persons or entities restricted from doing business with any U.S. company. **"You"** shall not directly or indirectly access or use the services of **"D DOTS LLC"** in violation of any U.S. or international export embargo, ban or restriction.

If **"You"** are a U.S. federal government department or agency (U.S. Government Customers), the service we provide is a *"Commercial Product"* which is defined in terms of 48 CFR § 2.101 - Definitions, which consists of *"Commercial Computer Software"*, which is aligned under 48 CFR § 12.212 - Computer Software and/or 48 CFR § 227.7202 - Commercial Computer Software and Commercial Computer Software Documentation. All U.S. Government customers may purchase products and/or services with **"We"** only with the rights accorded to all other customers pursuant to this contract and the terms 48 CFR § 12.212 - Computer Software and 48 CFR § 227.7202 through 48 CFR § 227.72024. Therefore, government-related customers may only use the service for U.S. government-related purposes.

## **Limitation of Liability in cases of force majeure, pandemics and acts of God**

In cases of force majeure, neither **"The Parties"** shall be liable for failures or delays in performance if caused by an event beyond the reasonable control of the obligor, including but not limited to, a change or outage of electricity, internet or telecommunications not caused by the obligor; governmental restrictions; or unlawful acts of third parties. Accordingly, each party shall use reasonable efforts to mitigate the force majeure event.

**"D DOTS LLC"** shall in no event be liable for any breach by **"You"** of any agreement between **"You"** and its employees, workers, service providers or the like, since **"D DOTS LLC"** has no contractual relationship with **"You"** employees, workers, service providers or the like.

**"D DOTS LLC"** is obliged to comply only with the obligations set forth in this contract, unless otherwise expressly agreed between **"The Parties"**.

**"D DOTS LLC"** is not obliged to comply with the service established in the present contract due to impossibility derived from an act of God or force majeure; for this reason it is not obligated to compensate or cover any damage or harm caused by the impossibility to provide the contracted service, by the total or partial loss of information, by platform crashes, climatic changes such as cyclones, floods, earthquakes, etc., as well as by not being able to provide the technical support service due to crashes of electrical systems for example and any other circumstance that makes it impossible to comply with the obligations established herein.

However, it will make its best effort and use its technical and human resources to solve the problem(s) as soon as possible.

## **Compensation**

By accepting this agreement, **"You"** agree to indemnify **"D DOTS LLC"** for any action, suit, claim or demand (including attorney's fees and court costs) arising out of any breach by **"You"** of this agreement and/or multiple agreements you have with **"Us"**.

## **Validity**

These **"T&Cs"** will be in force during all the time that **"You"** are using any **"We"** service and/or until the time agreed in other contracts that you sign with **"D DOTS LLC"**.

## **Cancellation of the requested service**

**"You"** may notify us of your intention to cancel at any time through the official means of contact by following the steps below:

- I. Send an e-mail to [support@ddotslab.com](mailto:support@ddotslab.com)
- II. Put in the subject line: I wish to cancel the service with **"D DOTS LLC"**.
- III. Write down the reasons why you wish to cancel the contract
- IV. Attach valid official identification to prove your identity.

Within 20 business days, **"You"** will receive a response from **"D DOTS LLC"** regarding your request.

Your request may be denied if **"You"** have any outstanding balance for the previously requested service, which must be paid for its subsequent cancellation.

## **Amendment to this contract**

**"D DOTS LLC"** reserves the right to modify these **"T&Cs"**, effective immediately by posting such modifications on **"The Site"** web site: [www.ddotslab.com](http://www.ddotslab.com).

Therefore, it is your responsibility to review **"The Site"** periodically in order to keep yourself informed of such modifications. In addition to the above, each time **"You"** access **"The Site"**, it will be considered as an absolute acceptance of the modifications and/or additions mentioned above.

## **Jurisdiction**

The law governing this contract is that of the State of California U.S.A., therefore **"The Parties"** in good faith, agree to submit to resolve any inconvenience that may arise in the courts of the State of California U.S.A., expressly waiving in both cases any other jurisdiction that by reason of their present or future domicile may correspond to them.

**"The Parties"**, before initiating any legal action, agree to make reasonable and good faith efforts to resolve any dispute between them, using alternative dispute resolution mechanisms.

## **Foreigners**

In the event that any controversy and/or problem arises in relation to the following cases:

1. That **"You"** are a foreigner and are legally located in the United States of America and that you use **"The Site"** or its content, and/or contract any service with **"D DOTS LLC"**, for purposes other than those set forth in these **"T&C"**, without express consent of **"Us"** and/or;
2. If **"You"** are a foreigner and you use **"The Site"** or its content, and/or contract any service with **"D DOTS LLC"**, for purposes other than those set forth in these **"T&Cs"**, without the express consent of **"D DOTS LLC"** and you are not located in the United States, you submit to the courts of the United States of America, for the resolution of disputes.

In both cases, they agree to submit to resolve any issues arising under the laws of California, U.S.A., and to appear to resolve them, in the



Courts of the State of California U.S.A., expressly waiving in both cases any other jurisdiction that by reason of their present or future domicile may correspond to them.

The present instrument contains the agreement of adhesion between **"The Parties"**, for which reason they do not supersede, nor leave without effect; the agreements, negotiations, understandings, commitments, intentions, communications, arrangements, pacts, contracts and/or agreements, written, made or contracted in any form by **"The Parties"** prior to or subsequent to the date of acceptance of this Contract.

**"D DOTS LLC"** informs **"You"** that the resources used for the fulfillment of the obligations set forth herein are of lawful origin.

## **Divisibility**

In the event that any clause of this instrument is declared null and void or invalid, such clause shall be considered as independent and divided from the rest of the clauses, which shall remain in full force and effect in these **"T&Cs"**.

## **Headings**

The headings of the clauses of this contract are included for the mere convenience of **"The Parties"**, and therefore shall have no significance in the literal or legal interpretation of the same.

## **Notices and communications**

**"You"** agree to receive notices from us electronically at the mailing address you provided to us. **"You"** agree that all notices, disclosures and other communications that we provide to you electronically and/or through our **"Networks"** comply with any legal requirement that such communications be in writing, unless applicable mandatory laws specifically require a different form of communication. At the same time, **"You"** acknowledge and agree that you have the ability to store such communications so that they remain accessible to **"You"** without change.

All notifications, notices and other communications between **"You"** and **"Us"**, shall be carried out through the email [support@ddotslab.com](mailto:support@ddotslab.com) and to the email that **"You"** provide us.

## **Official means of contact for questions and/or clarifications**

In case of any doubt or clarification related to the present **"T&C"**, you may contact us by e-mail at [support@ddotslab.com](mailto:support@ddotslab.com), from Monday to Friday from 09:00 to 18:00 hours Central CA, USA.

Likewise, "D DOTS LLC" informs you that it has the following means of contact:

**E-mail:** [support@ddotslab.com](mailto:support@ddotslab.com)

**Business Address:** 210 Rockview, Irvine, CA, 92612.

## **Full acceptance of these conditions**

Once you have read this document and there is no manifestation of disagreement with what is stipulated herein in writing and through the mail [support@ddotslab.com](mailto:support@ddotslab.com), it is understood that "**You**" agree to have understood the scope and legal implications of the same.

Once you have contracted with us any of the services indicated herein and/or are browsing our website, you declare and agree to be in agreement with the present document, and that it is subscribed in good faith, not mediating any consent defect, fraud, bad faith, vice or error that could affect or nullify what is established in this contract.

Last updated February 08, 2024