

Terms of Service

Last Revised: August 11, 2020

Welcome to Dadi! The following Terms of Service (“Terms of Service” or “Terms”) apply to all users of www.dadikit.com and its associated websites, subdomains, mobile versions, any associated applications and services (collectively, the “Website”), which are operated by Dadi Inc. (“**Dadi**,” “**we**” or “**us**”).

The Terms for the Website represent a legally binding agreement between you, an individual user or a single entity (collectively or individually “Users”), and Dadi regarding your use of the Website. Together, Users and Dadi are each referred to herein individually as a “Party” or collectively as the “Parties.” When using the Website, you will be subject to any additional posted guidelines or rules applicable to specific services and features which may be posted from time to time on the Website (the “Guidelines”). All Guidelines are incorporated by reference into these Terms. These Terms apply to all users of the Website and our services, including without limitation users who are browsers, customers, vendors, merchants, and/ or contributors of content.

BEFORE USING THE WEBSITE, PLEASE READ THE FOLLOWING TERMS CAREFULLY. BY ACCESSING, BROWSING, USING AND/OR REGISTERING WITH THE WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS, INCLUDING THE GUIDELINES, AND ANY FUTURE MODIFICATIONS. IF AT ANY TIME YOU DO NOT AGREE TO THESE TERMS, PLEASE IMMEDIATELY TERMINATE YOUR USE OF THE WEBSITE.

1. **Children.** You must be the age of Majority or older (18 in most states of the United States; older in some jurisdictions) to become a member of the Website. Individuals under the age of 18 may not use the Website. Dadi does not seek through this Website to gather personal information from or about persons under the age of 18. NOTICE: Visit www.OnGuardOnline.gov for tips from the Federal Trade Commission on protecting children’s privacy online.
2. **Privacy Notice.** Your privacy is important to Dadi. Dadi’s Privacy Policy is incorporated into these Terms by reference and may be accessed [here](#). Please read the Privacy Policy carefully for information relating to Dadi’s collection, use and disclosure of your personal information.
3. **Modification of the Terms.** Dadi reserves the right, at our discretion, to change, modify, add or remove portions of these Terms at any time for any reason, and we may notify you of such changes through any of a variety of means, including a change to the “Last Revised” date set forth above and other reasonable means to be determined at our discretion. All changes shall be effective immediately. Please check these Terms periodically for changes. Your continued use of the Website after the posting of changes constitutes your binding acceptance of such changes.
4. **Ownership; Proprietary Rights.** The Website, including all content, visual interfaces, interactive features, audio, video, digital content, information, text, graphics, design, compilation, computer code, products, software, services, proprietary information, copyrights, service marks, trademarks, trade names, distinctive information such as logos, the selection, sequence, “look and feel,” arrangement of items, and all other elements of the Website that are provided by Dadi (“Dadi Materials”) are owned and/or licensed by Dadi and are legally protected, without limitation, under U.S. federal and state laws and regulations, as well as applicable foreign laws, regulations and treaties. Except as expressly authorized by Dadi, you agree not to sell, license, distribute, copy, modify, publicly perform or display, transmit, publish, edit, adapt, create derivative works from, reverse engineer or disassemble any software or otherwise make unauthorized use of the Website or Dadi Materials. Dadi reserves all rights not expressly granted in these Terms. You shall not acquire

any right, title or interest to the Dadi Materials, except for the limited rights expressly set forth in these Terms.

5. **Website Access, Linking.** Dadi grants you permission to use its Website as set forth in these Terms, provided that and for so long as (i) you use the Website solely for your personal, non-commercial use; (ii) except as expressly permitted in these Terms, you do not download, reproduce, redistribute, retransmit, publish, resell, distribute, publicly display or otherwise use or exploit any portion of the Website in any medium without Dadi's prior written authorization; (iii) you do not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purposes; (iv) you do not engage in any of the prohibited uses as described in these Terms; and (v) you otherwise fully comply with these Terms. The Website is controlled and offered by Dadi from its facilities in New York in the United States of America. Dadi makes no representations that the Website is appropriate or available for use in other locations. If you are accessing or using the Website from other jurisdictions, you do so at your own risk, and you are responsible for compliance with local laws.
6. **Account Information.** To place an order for a Dadi kit, you are required to register with us. You must complete the registration process by providing us with complete and accurate account information. You grant to us and to all other persons and entities involved in the operation of the Website the right to use, store, monitor, retrieve and transmit your account information in connection with the operation of the Website and as otherwise provided herein. Our information collection and use policies with respect to the privacy of your account information are set forth in our Privacy Policy, which is incorporated into these Terms by reference for all purposes. You acknowledge, consent, and agree that Dadi may access, preserve and disclose your account information if required to do so by law or in a good-faith belief that such access preservation or disclosure is reasonably necessary to (a) comply with legal process; (b) enforce the Terms; (c) provide certain customized features of the Website to you, if any; (d) respond if you contact Dadi for any reason; or (e) protect the rights, property, or personal safety of Dadi, its other Users, and the public.
7. **Password.** If you register with us, you will be asked to provide a password. As you will be responsible for all activities that occur under your account, you should keep your password confidential. The Website may implement technology that enables us to recognize you as the account holder and provide you with direct access to your account when you revisit the Website. You are solely responsible for maintaining the confidentiality of your account and password and for restricting access to your computer or Dadi compatible devices, and you agree to accept responsibility for all activities that occur under your account or password. Where possible, users of public or shared devices should log out at the completion of each visit. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft, or unauthorized disclosure or use of your email address or password), you shall immediately notify Dadi. Then, you should report this incident to all of your card issuers, as well as your local law enforcement agency. **YOU ARE SOLELY LIABLE FOR LOSSES INCURRED BY YOU, DADI OR OTHERS DUE TO ANY UNAUTHORIZED USE OF YOUR ACCOUNT.**
8. **Purchases.**
 - (a) How it works. On the Checkout page, please enter the requested information and read and indicate your agreement to the terms and conditions contained in our [Sperm Banking Agreement](#). Once your order is placed, our patented kit will be discreetly delivered to you, so you can deposit your sperm from the comfort of your home. We use a unique preservative that protects your deposit until it reaches our lab. When you're ready, simply drop off your kit at any FedEx Ship Center for free overnight shipping back to the lab. If you experience any issues or have questions, please contact us via email at support@dadikit.com.
 - (b) Please carefully read all pricing terms in the areas of the Website that allow you to purchase our kits. You acknowledge that entering into a transaction electronically (including without limitation all

records relating to such transactions) constitutes your agreement and intent to be bound by and to pay for such agreements and transactions. Dadi is not responsible for typographic errors. The price for each respective kit will be clearly marked on the page and also clearly marked when you enter your credit card information to purchase. We will collect your name, email address, postal address, date of birth, contact details and credit or debit card information. You agree to pay all fees and applicable taxes incurred by you or anyone using your account.

(c) Price changes. We may revise the pricing for our kits or features offered through the Website at any time. Unless otherwise noted, all currency references are in U.S. dollars. All fees and charges are payable in accordance with payment terms in effect at the time the fee or the charge becomes payable. If there is a dispute regarding payment of fees or content provided by us, your account may be closed without warning or notice at our sole discretion. EXCEPT AS OTHERWISE SET FORTH IN ANY RETURN POLICY APPLICABLE TO OUR CONTENT, YOU ACKNOWLEDGE AND AGREE THAT ANY APPLICABLE FEES AND OTHER CHARGES FOR OUR CONTENT ARE NOT REFUNDABLE IN WHOLE OR IN PART. YOU ARE FULLY LIABLE FOR ALL CHARGES TO YOUR ACCOUNT, INCLUDING ANY UNAUTHORIZED CHARGES.

(d) Accuracy of Billing. We reserve the right to refuse any order you place with us. We may, at our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/ phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

(e) Availability. We reserve the right to limit access to any kits that we offer. We reserve the right to discontinue our kits at any time. We do not warrant that the quality of any services, information, kits or other materials purchased or obtained by you will meet your expectations.

(f) Termination. Accounts terminated by us for any type of abuse including, without limitation, a violation of these Terms, may not be reactivated. We reserve the right to immediately terminate your account at our sole discretion, and without prior notice to you if, for example, you violate the Terms.

(g) Refunds. We do not offer refunds or returns of opened testing kits. If you experience any issues or have questions, please contact us via email at support@dadikit.com.

(h) Purchases from one of Dadi's online partners may have specific instructions or exclusions that do not apply to Dadi. Please check the respective partner terms and conditions of sale for more information. We are not responsible or liable for the content, activities or privacy policies of any third party sites.

9. Prohibited Uses of the Website.

(a) As a condition of your use of the Website, you hereby represent and warrant that you will not use the Website for any purpose that is unlawful or prohibited (including, without limitation, the prohibitions in this Section) by these Terms.

(b) Any use by you of any of the Dadi Materials and Website other than for your personal use is strictly prohibited. You agree not to reproduce, duplicate, copy, sell, trade, resell, distribute, or exploit any portion of the Website, use of the Website, access to the Website obtained through the Website, for any purpose other than for your personal use.

(c) Except as expressly provided in Section 5, you agree not to create derivative works of the Website content, including, without limitation, montages, mash-ups and similar videos, wallpaper, desktop

themes, greeting cards or merchandise, unless permitted under these Terms or with the prior written authorization of Dadi and any applicable licensors.

(d) You agree not to use the Website if you do not meet the eligibility requirements described in Section 1 above.

(e) You agree not to defame, harass, abuse, threaten, stalk or defraud Users of the Website, or collect, or attempt to collect, personal information about Users or third parties without their consent.

(f) You agree not to intentionally interfere with or damage, impair or disable the operation of the Website or any User's enjoyment of it by any means, including but not limited to uploading or otherwise disseminating viruses, worms, spyware, adware, or other malicious code, or placing a disproportionate load on the Website with the intended result of denying service to other Users.

(g) You agree not to remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of any part of the Website, or features that enforce limitations on the use of the Website.

(h) You agree not to attempt to gain unauthorized access to the Website or any part of it, including gaining access or attempting to gain access to another user's account, computer systems or networks connected to the Website or any part of it, through request, hacking, password mining or any other means or interfere or attempt to interfere with the proper working of the Website or any activities conducted through the Website.

(i) You agree not to obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website. You agree neither to modify the Website in any manner or form nor to use modified versions of the Website, including (without limitation) for the purpose of obtaining unauthorized access to the Website or for the removal of any proprietary notices or labels on the Website.

(j) You agree that you will not use any robot, spider, scraper, or other automated means to access the Website for any purpose without our express prior written permission or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Website.

(k) You agree not to use framing techniques to enclose any trademark, logo, or other Dadi Materials without our express prior written consent. You agree not to use any meta tags or any other "hidden text" using Dadi's name or trademarks without Dadi's express prior written consent.

(l) You agree not to use any Dadi logos, graphics, or trademarks as part of the link without our express prior written consent.

(m) You agree not to sell, rent, lease, distribute, broadcast, sublicense or otherwise assign any right to the Website to any third party.

(n) You agree not to make unsolicited offers, advertisements, proposals, or send junk mail or spam to other users of the Website or to insert your own or a third party's advertising, branding or other promotional content on the Website. This includes, but is not limited to, unsolicited advertising, promotional materials or other solicitation material, bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures.

(o) You agree not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(p) You agree not to use the Website in any manner that could interrupt, damage, disable, overburden or impair the Website, or interfere with any other party's use and enjoyment of the Website, including, without limitation, sending mass unsolicited messages or "flooding" servers.

(q) You agree not to modify, adapt, translate, or create derivative works based upon the Website or any part thereof, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

(r) You agree not to impersonate another person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity.

(s) You agree not to use the Website to "stalk" or otherwise harass or harm another in any way.

(t) You agree not to post, transmit or otherwise disseminate content that, as we determine at our sole discretion: (i) is unlawful, harmful, harassing, fraudulent, threatening, abusive, libelous, defamatory, vulgar, obscene, hateful, or racially, ethnically or otherwise objectionable, or infringes our or any third party's intellectual property or other rights, (ii) is derogatory or harmful to our reputation, the reputation of our licensors, or any of our or their respective officers, members, employees, representatives, licensors and/or suppliers, in any way; (iii) may incite violence or other unlawful activity; or (iv) is harmful to children in any manner.

Unauthorized or prohibited use of the Website or the Dadi Materials may subject you to civil liability, criminal prosecution, or both under federal, state and local laws.

10. Social Media Component

In certain sections of the Website, you will be able to post your comments from Instagram, LinkedIn or YouTube. For example, your friends and others who have access to view information about you on Instagram, LinkedIn or YouTube will be able to see (on Instagram, LinkedIn or YouTube and on our Website) that you posted a comment. You'll also be able to see similar information about your or your Instagram, LinkedIn or YouTube friends who are connected to our Website. In addition, our Website may personalize and otherwise enhance your experience based on your social media information, such as your basic information, likes and interests. Please pay careful attention to your social media settings in your account as well as your privacy settings on this site which will impact this feature and may give you some control over the information that is shared and who it is shared with. See the respective websites for details.

11. **Linking to the Website.** You agree that if you include a link from any other website to the Website, such link shall open in a new browser window and shall link to the full version of an HTML formatted page of the Website. You are not permitted to link directly to any image hosted on the Website, such as using an "in-line" linking method to cause the image hosted on the Website to be displayed on another website. You agree not to download or use images hosted on the Website on another website, for any purpose, including, without limitation, posting such images on another website. You agree not to link from any other website in any manner such that the Website, or any page of the Website, is "framed," surrounded or obfuscated by any third party content, materials or branding. We reserve all of our rights under the law to insist that any link to the Website be discontinued, and to revoke your right to link to the Website from any other website at any time.

12. **Service Availability; Timeliness of Information.** Dadi may make changes to or discontinue any of the Dadi Materials, web communities or content available on the Website at any time, and without notice, and Dadi makes no commitment to update these materials on the Website.

This Website may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of the

Website at any time, but we have no obligation to update any information on our Website. You agree that it is your responsibility to monitor changes to our Website.

13. **Service Testing.** From time to time, we test various aspects of the Website, including the platform, user interfaces, service levels, plans, promotions, features, availability of Dadi Materials, and pricing, and we reserve the right to include you in or exclude you from these tests without notice.
14. **Feedback.** You agree that with respect to any contest entries, feedback, analysis, suggestions and comments to Dadi provided by you (collectively, "Feedback"), IN CONSIDERATION OF DADI PROVIDING ACCESS TO THE WEBSITE FREE OF CHARGE, USER HEREBY GRANTS TO DADI THE EXCLUSIVE PERPETUAL, IRREVOCABLE AND WORLDWIDE RIGHT TO USE, COPY, DISPLAY, PERFORM, TRANSLATE, MODIFY, LICENSE, SUBLICENSE AND OTHERWISE EXPLOIT ALL OR PART OF THE FEEDBACK OR ANY DERIVATIVE THEREOF IN ANY EMBODIMENT, MANNER OR MEDIA NOW KNOWN OR HEREAFTER DEvised WITHOUT ANY REMUNERATION, COMPENSATION OR CREDIT TO USER. User represents and warrants that User has the right to make the foregoing grant to Dadi and that any Feedback which is provided by User to Dadi does not infringe any third-party intellectual property or any other rights. Notwithstanding the foregoing, Dadi grants to you a non-exclusive, non-transferable, non-sublicensable, worldwide, perpetual and irrevocable license to use the Feedback for your own personal, non-commercial purposes that do not compete, directly or indirectly, with our use of such Feedback.
15. **Termination.** These Terms are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our services, or when you cease using our Website. You agree that Dadi, in its sole discretion, may terminate any account (or any part thereof) you may have through the Website or your use of the Website, and remove and discard all or any part of your account. You agree that your access to the Website or any account you may have or portion thereof may be terminated without prior notice, and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to the Website (or any part thereof). You also agree that Dadi shall not be liable to you or any third-party for any such termination. Dadi reserves the right to modify, suspend or discontinue the Website and/or access to it at any time and without notice to you, and Dadi will not be liable to you should it exercise such rights, even if your use of the Website is impacted by the change. These remedies are in addition to any other remedies Dadi may have at law or in equity.
16. **INDEMNIFICATION; HOLD HARMLESS.** YOU AGREE TO INDEMNIFY AND HOLD HARMLESS DADI AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, LOSSES, OBLIGATIONS, DAMAGES, LIABILITIES, COSTS, DEBT AND EXPENSES (INCLUDING ATTORNEY'S FEES) ARISING OUT OF (I) YOUR USE OR MISUSE OF THE WEBSITE; (II) YOUR VIOLATION OF THESE TERMS; (III) YOUR VIOLATION OF THE RIGHTS OF ANY OTHER PERSON OR ENTITY; (IV) YOUR BREACH OF THE FOREGOING REPRESENTATIONS, WARRANTIES, AND COVENANTS; AND (V) ANY UNAUTHORIZED USE OF YOUR ACCOUNT. DADI RESERVES THE RIGHT, AT YOUR EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER FOR WHICH YOU ARE REQUIRED TO INDEMNIFY US AND YOU AGREE TO COOPERATE WITH OUR DEFENSE OF THESE CLAIMS. YOU AGREE NOT TO SETTLE ANY MATTER GIVING RISE TO YOUR INDEMNIFICATION OBLIGATIONS WITHOUT THE PRIOR WRITTEN CONSENT OF DADI. DADI WILL USE REASONABLE EFFORTS TO NOTIFY YOU OF ANY SUCH CLAIM, ACTION, OR PROCEEDING UPON BECOMING AWARE OF IT.
17. **DISCLAIMERS; NO WARRANTIES.**
 - (A) **ACKNOWLEDGMENT.** YOU EXPRESSLY ACKNOWLEDGE THAT AS USED IN THIS SECTION 17, AND SECTIONS 18 AND 19 BELOW, THE TERM DADI INCLUDES EACH OF

ITS OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, MEMBERS, AGENTS AND SUBCONTRACTORS.

(B) NO WARRANTIES. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, DADI DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DADI OR THROUGH THE WEBSITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

(C) "AS IS" AND "AS AVAILABLE" AND "WITH ALL FAULTS." YOU EXPRESSLY AGREE THAT THE USE OF THE WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE AND DADI MATERIALS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE," "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.

(D) WEBSITE OPERATION. DADI DOES NOT WARRANT THAT THE DADI MATERIALS, WEBSITE, OR ANY OTHER INFORMATION OFFERED ON OR THROUGH THE WEBSITE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, HACKING, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.

(E) ACCURACY. DADI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE WEBSITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

(F) HARM TO YOUR COMPUTER. YOU UNDERSTAND AND AGREE THAT YOUR USING, ACCESSING, DOWNLOADING, OR OTHERWISE OBTAINING INFORMATION, MATERIALS, OR DATA THROUGH THE WEBSITE (INCLUDING RSS FEEDS) IS AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM THE USE OR DOWNLOAD OF, OR OTHER ACCESS TO SUCH MATERIAL OR DATA.

(G) DADI MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING DADI READY DEVICES OR THE COMPATIBILITY OF THE DEVICE WITH OUR SERVICE. Additional disclaimers or limitations of liability may be contained in the various software end license agreements you have agreed to by using our service.

18. LIMITATION OF LIABILITY AND DAMAGES.

(A) LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL DADI OR ITS THIRD PARTY COLLABORATORS, LICENSORS OR SUPPLIERS, BE LIABLE FOR PERSONAL INJURY OR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSS, DATA OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OF, OR THE INABILITY TO USE, THE DADI MATERIALS, THE WEBSITE ITSELF, OR ANY OTHER INTERACTIONS WITH DADI, EVEN IF DADI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(B) LIMITATION OF DAMAGES. IN NO EVENT SHALL DADI OR ITS THIRD PARTY COLLABORATORS, LICENSORS OR SUPPLIERS' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE WEBSITE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED ONE HUNDRED DOLLARS (USD \$100).

19. LIMITATIONS BY APPLICABLE LAW; BASIS OF THE BARGAIN.

(A) LIMITATIONS BY APPLICABLE LAW. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THESE TERMS APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

(B) BASIS OF THE BARGAIN. YOU ACKNOWLEDGE AND AGREE THAT DADI HAS OFFERED ITS CONTENT AND ENTERED INTO THESE TERMS IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND DADI, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN YOU AND DADI. YOU ACKNOWLEDGE AND AGREE THAT DADI WOULD NOT BE ABLE TO PROVIDE THE WEBSITE TO YOU ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

20. HEALTH INFORMATION DISCLAIMER.

The information on the Website is provided for informational purposes only. The information is not intended to be and should not be interpreted as a recommendation for a specific treatment plan, product, course of action or medical or healthcare provider. Always speak with your physician or other healthcare professional before taking any medication or nutritional, herbal or homeopathic supplement, or using any treatment for a health problem. If you have or suspect that you have a medical problem, contact your health care provider promptly. Never disregard the medical advice of a physician or health professional, or delay in seeking such advice, because of something you read on this Website. Information provided on this Website and the use of any products or services purchased from our Website by you DOES NOT create a doctor-patient relationship between you and any of the therapists or individuals affiliated with our Website. We disclaim all responsibility for the professional qualifications and licensing of, and services provided by, any therapist or other individual referred to on the Website and/or any third party website.

IF YOU THINK YOU MAY HAVE A MEDICAL EMERGENCY, CALL YOUR DOCTOR OR 911 IMMEDIATELY.

21. Miscellaneous.

(a) Notice. Dadi may provide you with notices, including those regarding changes to these Terms, by email, regular mail or postings on the Website. If Notice is by email or mail, it will be provided to the email or regular mailing address provided by you with your account information and it is your responsibility to update such account information for any changes. Notice to you will be deemed given twenty-four hours after an email is sent, unless Dadi is notified that the email address is invalid, and if through postal mail, three days after the date of mailing. You may provide Dadi with notices only by email at support@dadikit.com.

(b) Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any principles of conflicts of law.

(c) Jurisdiction. For any dispute you have with us, you agree to first contact us through email support@dadikit.com and attempt to resolve the dispute with us informally. If we have not been able to resolve the dispute with you informally, we each agree that any action at law or in equity arising out of or relating to these Terms or the Website shall be filed only in the state or federal courts of New York County within the State of New York and you hereby consent and submit to the personal and exclusive jurisdiction and venue of such courts for the purposes of litigating any such action. IN ANY ACTION OR PROCEEDING COMMENCED TO ENFORCE ANY RIGHT OR OBLIGATION UNDER THIS AGREEMENT, YOUR USE OF THE WEBSITE OR WITH RESPECT TO THE SUBJECT MATTER HEREOF, YOU HEREBY WAIVE ANY RIGHT YOU MAY NOW HAVE OR HEREAFTER POSSESS TO A TRIAL BY JURY.

(d) Claims. YOU AGREE THAT ANY CAUSE OF ACTION BROUGHT BY YOU ARISING OUT OF OR RELATED TO THE WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED. If, for any reason, we believe, have reason to believe, suspect or are notified of any act, omission or circumstances which may or could (i) compromise or endanger the health, well-being or safety of any person, (ii) cause or lead to damage to persons or property (tangible or intangible), (iii) adversely affect, infringe upon or misappropriate the rights of others, (iv) harass or interfere with any other user or person, firm or enterprise, (v) interfere with or bypass our security or other protective measures applicable to our systems, networks and communications capabilities, (vi) breach or violate these Terms, or (vii) violate any law or regulation, we have the right, reserving cumulatively all other rights and remedies available to us at law, in equity and under this agreement with you, to report and provide information to any and all regulatory and law enforcement authorities and agencies and take any action permitted by law.

(e) Waiver. A provision of these Terms may be waived only by a written instrument executed by the party entitled to the benefit of such provision. The failure of Dadi to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

(f) Notice for California Users.

Under California Civil Code Section 1789.3, users of our Website service from California are entitled to receive the following information on how to resolve a complaint regarding the Website service or to receive further information regarding use of the Website service:

Such complaints or requests may be submitted to Dadi via email at: support@dadikit.com.

(g) Severability. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.

(h) Assignment. The Terms and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Dadi without restriction. Any assignment attempted to be made in violation of these Terms shall be void.

(i) Headings. The heading references herein are for convenience purposes only, do not constitute a part of these Terms, and shall not be deemed to limit or affect any of the provisions hereof.

(j) Entire Agreement. This is the entire agreement between you and Dadi relating to the subject matter herein and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter, excluding any other agreements that you may have entered into with Dadi. These Terms shall not be modified

except in writing, signed by both parties, or by a change to these Terms made by Dadi as set forth in Section 3 above. All rights not expressly granted in these Terms are reserved to us.

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