

**DITTO
TERMS OF SERVICE**

Last Updated: May 24, 2021

1. Introduction

Welcome to **Ditto Tech Inc.** (“**Ditto**”, “**we**”, “**our**”, “**us**”)! As you have just clicked to our Terms of Service, please pause and carefully read the following pages. It will take you approximately 20 minutes.

These Terms of Service (“**Terms**”, “**Terms of Service**”, or “**Agreement**”) constitute our agreement with you and govern your use of our website located at dittowords.com and any other websites operated by us or our affiliates (collectively the “**Service**”). The Service is intended only for access and use by individuals at least eighteen (18) years old. If you are not at least eighteen (18) years old, you are prohibited from both accessing and using our Service.

By clicking on the “I Accept” button, completing the registration process, and/or browsing the Service, you represent that (1) you have read, understood and agree to be bound by these Terms, (2) you are of a legal age to form a binding contract with Ditto, and (3) you have the authority to enter into the Terms personally or on behalf of the company you have named as the user, and to bind that company to these Terms.

If you do not agree with (or cannot comply with) these Terms, then you may not use the Service, but please let us know by emailing at support@dittowords.com so we can try to find a solution. These Terms apply to all visitors, users and others who wish to access or use Service.

NOTICE OF AUTO-RENEWAL: If you purchase a subscription through the Service for an initial period (such as a monthly or annual subscription), then these Terms of Service will automatically renew for additional periods of the same duration as the initial period at Ditto’s then-current fee for such subscription, unless you opt-out of the auto-renewal in accordance with these Terms of Service.

NOTICE OF ARBITRATION: Please be aware that Section 17 (Dispute Resolution) of these Terms of Service contains provision governing how disputes that you and we have against each other are resolved, including, without limitation, any disputes that arose or were asserted prior to the effective date of these Terms of Service. In particular, it contains an Arbitration Agreement which will, with limited exceptions, require disputes between us to be submitted to binding and final arbitration. Unless you opt out of the Arbitration Agreement: (1) you will only be permitted to pursue dispute or claims against us on an individual basis, not as a plaintiff or a class member in any class or representative action or proceedings; and (2) you are waiving your right to pursue disputes or claims and seek relief in a court of law and to have a jury trial.

Separately, our [Privacy Policy](https://dittowords.com/privacypolicy.pdf) explains how we collect, safeguard and disclose information that results from your use of our Service. Please read it here at <https://dittowords.com/privacypolicy.pdf>.

Thank you for being responsible.

2. Amendments to Terms

PLEASE NOTE THAT THESE TERMS ARE SUBJECT TO CHANGE BY DITTO IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, Ditto will make a new copy of the Terms

available at the Website. We will also update the “Last Updated” date at the top of the Terms of Service. If we make any material changes, and you have registered with us to create an Account (as defined below), we will also send an e-mail to you at the last e-mail address you provided to us. Any changes to the Terms will be effective immediately for new users of the Service and will be effective thirty (30) days after posting notice of such changes on the Website for users with an Account. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Service. Otherwise, your continued use of the Service constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

3. **Communications**

By creating an Account on our Service, you agree to subscribe to newsletters, marketing or promotional materials and other information we may send related to the Service. However, you may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing us at support@dittowords.com.

4. **Use of the Service**

Subject to these Terms, Ditto grants you a limited license to use the Service solely for your personal or internal business purposes. We reserve the right to withdraw or amend our Service, and any service or material we provide via the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.

The rights granted to you to use the Service are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the Service, including the Website; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Ditto materials (including images, text, page layout or form); (c) you shall not use any metatags or other “hidden text” using Ditto’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the Service, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website 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); (f) except as expressly stated herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (g) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in the Service.

Any unauthorized use of the Service terminates the licenses granted by Ditto pursuant to these Terms.

5. **Fees**

You agree to pay all fees or charges to your Account (“**Fees**”) in accordance with the fees, charges and billing terms in effect at the time a Fee is due and payable. In order to make a payment, you may be asked to supply certain information, including, without limitation, information to facilitate ACH transfers, your credit card number, the expiration date of your credit card, and your billing address. You represent and warrant that: (i) you have the legal right to use

any credit card(s) or other payment method(s) in connection with any purchase; and that (ii) the information you supply to us is true, correct and complete.

By providing Ditto with your credit card number or PayPal account and associated payment information, you agree that Ditto is authorized to immediately invoice your Account for all Fees due and payable to Ditto hereunder and that no additional notice or consent is required. We may employ the use of third party services for the purpose of facilitating payment and the completion of your purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our [Privacy Policy](#). Your agreement with your payment provider (such as PayPal or credit card issuer) ("**Payment Provider**") governs your use of the designated credit card or PayPal account, and you must refer to that agreement, not these Terms of Service, to determine your rights and liabilities.

We reserve the right to refuse or cancel your order at any time for reasons including, but not limited to, product or service availability, errors in the description or price of the product or service, error in your order or other reasons. We reserve the right to refuse or cancel your order if fraud or an unauthorized or illegal transaction is suspected.

Except as required by law or stated otherwise in these Terms of Service, all Fees for the Service are non-refundable.

6. **Auto-renewal**

Some parts of the Service are billed on a subscription basis ("**Subscription(s)**"). You will be billed in advance on a recurring and periodic basis ("**Billing Cycle**"). Billing cycles are set either on a monthly or annual basis (depending on the type of subscription plan you select when purchasing a Subscription) and commence on the date you first start your Subscription. Subscription fees are outlined at <https://dittowords.com/pricing>.

Once you have purchased a Subscription, your Subscription will continue indefinitely until terminated in accordance with these Terms of Service and you will be charged the Ditto's then-current Subscription Fee at the commencement of each Billing Cycle.

You may cancel your Subscription renewal either through your online account management page or by contacting our customer support team at support@dittowords.com prior to the end of the then-current Billing Cycle. If you cancel your Subscription, you may use your Subscription until the end of the current Billing Cycle and your Subscription will not be renewed after the then-current Billing Cycle ends. However, you will not be eligible for a prorated refund of any portion of the Subscription Fee paid for the then-current Billing Cycle.

If your Subscription Fee is determined based on the number of users that use the Service through or in connection with your Account, and you increase the number of users during a Billing Cycle, your Fee will be increased pro rata to reflect the increase in users for the remainder of the Billing Cycle. Any downgrade in the number of seats in your account will result in the new rate being charged at the next billing cycle. There will be no prorating for downgrades in between billing cycles. Any overages (which occur when your actual usage exceeds the number of seats you've purchased) will be invoiced monthly.

By submitting your payment information, you authorize us to charge you or your Payment Provider for all Subscription Fees incurred through your Account at the beginning of each Billing Cycle.

Should automatic billing fail to occur for any reason, we will issue an electronic invoice indicating that you must proceed manually, within a certain deadline date, with the full payment corresponding to the Billing Cycle as indicated on the invoice. If Ditto does not receive payment from you, (a) you agree to pay all amounts due on your Account upon demand and/or (b) you

agree that Ditto may either terminate or suspend your Subscription and continue to attempt to charge you or your Payment Provider until payment is received (upon receipt of payment, your Account will be activated and for purposes of automatic renewal, your new subscription commitment period will begin as of the day payment was received).

Any free trial or other promotion to the Service must be used within the specified time of the trial. At the end of the trial period, your use of that Service will expire and any further use of the Service is prohibited unless you pay the applicable Subscription Fee. If you are inadvertently charged for a Subscription, please contact Ditto to have the charges reversed.

7. **Fee Changes**

We may, in our sole discretion and at any time, modify the Fees. Any Fee change will become effective at the end of the then-current Billing Cycle.

We will provide you with a reasonable prior notice of any change in Fees to give you an opportunity to terminate your Subscription before such change becomes effective.

Your continued use of the Service after the change in Fees comes into effect constitutes your agreement to pay the modified Fee amount.

8. **Taxes**

The payments required under these Terms of Service do not include any Sales Tax that may be due in connection with the Service provided by us. If Ditto determines it has a legal obligation to collect a Sales Tax from you in connection with these Terms of Service, Ditto shall collect such Sales Tax in addition to the payments required under these Terms of Service. If any Service or payments for any Service under these Terms of Service are subject to any Sales Tax in any jurisdiction and you have not remitted the applicable Sales Tax to Ditto, you will be responsible for the payment of such Sales Tax and any related penalties or interest to the relevant tax authority, and you will indemnify Ditto for any liability or expense Ditto may incur in connection with such Sales Taxes. Upon Ditto's request, you will provide it with official receipts issued by the appropriate taxing authority, or other such evidence that you have paid all applicable taxes. For purposes of this section, "**Sales Tax**" shall mean any sales or use tax and any other tax measured by sales proceeds that is the functional equivalent of a sales tax where the applicable taxing jurisdiction does not otherwise impose a sales or use tax.

9. **Content**

You retain any and all of your rights to any information, text, graphics or other material ("**Content**") you submit on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for Content you or any third party posts on or through the Service.

In addition, Content found on or through the Service are the property of Ditto or used with permission. You may not distribute, modify, transmit, reuse, download, repost, copy, or use said Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

10. **Publicity**

Unless otherwise specified, Ditto may use Customer's name, logo and marks to identify Customer as a Ditto customer on Ditto's website and other marketing materials.

11. **Prohibited Uses**

You may use the Service only for lawful purposes and in accordance with Terms. You agree not to use the Service:

- (a) in any way that violates any applicable national or international law or regulation;
- (b) for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise;
- (c) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation;
- (d) to impersonate or attempt to impersonate Ditto, a Ditto employee, another user, or any other person or entity;
- (e) in any way that infringes upon the rights of others, or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity; or
- (f) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of Service, or which, as determined by us, may harm or offend Ditto or users of the Service or expose them to liability.

Additionally, you agree not to:

- (a) use the Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service, including their ability to engage in real time activities through the Service;
- (b) use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service;
- (c) use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent;
- (d) use any device, software, or routine that interferes with the proper working of Service;
- (e) introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful;
- (f) attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of Service, the server on which Service is stored, or any server, computer, or database connected to Service;
- (g) attack Service via a denial-of-service attack or a distributed denial-of-service attack; or
- (h) otherwise attempt to interfere with the proper working of Service.

2. **Account**

When you create an account with us ("**Account**"), you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your

account on the Service. You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself.

You may only have one individual user per Account. You must not share your Account or password with anyone and you remain solely responsible for maintaining the confidentiality of your Account and password, including but not limited to the restriction of access to your computer and/or Account. You agree to accept responsibility for any and all activities or actions that occur under your Account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your Account and you must exit from your Account at the end of each session.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate Accounts, remove or edit content, or cancel orders in our sole discretion. You agree not to create an Account or use the Service if you have been previously removed by Ditto, or if you have been previously banned from any other services provided by Ditto.

3. Intellectual Property

The Service and its original content (excluding Content provided by users), features and functionality are and will remain the exclusive property of Ditto and its licensors. The Service is protected by copyright, trademark, and other laws of the United States. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Ditto.

You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Service. Ditto's name and all related graphics, logos, service marks and trade names used on or in connection with the Service are the trademarks of Ditto and may not be used without permission in connection with your, or any third-party, products or services. Other trademarks, service marks and trade names that may appear on or in the Service are the property of their respective owners.

You may provide us directly at support@dittowords.com with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("**Feedback**"). You agree that submission of any Feedback is at your own risk and that Ditto has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Ditto a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of the Service and/or Ditto's business.

4. Copyright Policy

We respect the intellectual property rights of others. It is our policy to: (a) respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("**Infringement**") of any person or entity; and (b) to terminate the Accounts of any user who

repeatedly infringes copyright, upon prompt notification to Ditto by the copyright owner or the copyright owner's legal agent.

Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; (b) a description of the copyrighted work that you claim has been infringed; (c) a description of the location on the Service of the material that you claim is infringing; (d) your address, telephone number and e-mail address; (e) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and (f) a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf. Contact information for Ditto's Copyright Agent for notice of claims of copyright infringement is as follows: Jolena Ma, 240 Los Altos Avenue, Los Altos CA, 94022.

5. Links to other Web Sites

Our Service may contain links to third party websites or services that are not owned or controlled by Ditto. Ditto has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT DITTO SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES. WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

6. Disclaimer of Warranty

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE SERVICES ARE PROVIDED BY DITTO ON AN "AS IS" AND "AS AVAILABLE" BASIS. DITTO EXPRESSLY DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU EXPRESSLY AGREE THAT YOUR USE OF THESE SERVICES, CONTENT, AND ANY SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER DITTO NOR ANY PERSON ASSOCIATED WITH DITTO MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER DITTO NOR ANYONE ASSOCIATED WITH DITTO REPRESENTS OR WARRANTS THAT THE SERVICES, THEIR CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT NO DATA WILL BE LOST, THAT THE SERVICES OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICES WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

7. Limitation of Liability

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL DITTO BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, IN EACH CASE WHETHER OR NOT DITTO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY COMMUNICATIONS WITH DITTO, ON ANY THEORY OF LIABILITY, RESULTING FROM: (A) THE USE OR INABILITY TO USE THE SERVICE; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE; (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (D) ANY OTHER MATTER RELATED TO THE DITTO SERVICE, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. TO THE FULLEST EXTENT PROVIDED BY LAW, DITTO WILL NOT BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) THE TOTAL AMOUNT PAID TO DITTO BY YOU DURING THE SIX MONTH PERIOD PRIOR TO THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY; (B) \$100; OR (C) THE REMEDY OR PENALTY IMPOSED BY THE STATUTE UNDER WHICH SUCH CLAIM ARISES.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY TO LIABILITY OF DITTO FOR (i) DEATH OR PERSONAL INJURY CAUSED BY DITTO'S NEGLIGENCE; OR FOR (ii) ANY INJURY CAUSED BY DITTO'S FRAUD OR FRAUDULENT MISREPRESENTATION.

8. Dispute Resolution

Please read the following arbitration agreement in this section ("Arbitration Agreement") carefully. It requires U.S. users to arbitrate disputes with Ditto and limits the manner in which you can seek relief from us.

(a) **Applicability of Arbitration Agreement.** You agree that any dispute, claim, or request for relief relating in any way to your access or use of the Service, to any products sold or distributed through the Service, or to any aspect of your relationship with Ditto, will be resolved by binding arbitration, rather than in court, except that (a) you may assert claims or seek relief in small claims court if your claims qualify; and (b) you or Ditto may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.

(b) **Arbitration Rules and Forum.** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your dispute or claim or request for relief to our registered agent Corporation Service Company, 251 Little Falls Drive Wilmington, DE 19808-1674. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider. Disputes involving claims, counterclaims, or request for relief under \$250,000, not inclusive of attorneys' fees and interest, shall be subject to JAMS's most current version of the Streamlined Arbitration Rules and procedures available at <http://www.jamsadr.com/rules-streamlined-arbitration/>; all other disputes shall be subject to JAMS's most current version of the Comprehensive Arbitration Rules and Procedures, available at <http://www.jamsadr.com/rules-comprehensive-arbitration/>. JAMS's rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS's filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Ditto will pay them for you. In addition, Ditto will reimburse all such JAMS's filing, administrative, hearing and/or other fees for disputes, claims, or requests for relief totaling less than \$10,000 unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

(c) **Authority of Arbitrator.** The arbitrator shall have exclusive authority to (a) determine the scope and enforceability of this Arbitration Agreement and (b) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Ditto. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum's rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

(d) **Waiver of Jury Trial.** YOU AND DITTO HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Ditto are instead electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 17(a)(Application of Arbitration Agreement) above. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

(e) **Waiver of Class or Other Non-Individualized Relief.** ALL DISPUTES, CLAIMS, AND REQUESTS FOR RELIEF WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS OR COLLECTIVE BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. If a decision is issued stating that applicable law precludes enforcement of any of this section's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought into the State or Federal Courts located in the State of California. All other disputes, claims, or requests for relief shall be arbitrated.

(f) **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to: support@dittowords.com, within thirty (30) days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Ditto username (if any), the email address you used to set up your Ditto account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

(g) **Severability.** Except as provided in Section 17(e) (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

(h) **Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with Ditto.

(i) **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Ditto makes any future material change to this Arbitration Agreement, you may reject that change

within thirty (30) days of such change becoming effective by writing to Ditto at the following address: support@dittowords.com.

9. **Termination**

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of Terms.

If you want to terminate the Service provided by Ditto, you may do so by (a) notifying Ditto at any time and (b) closing your Account for all of the Service that you use. IF YOU HAVE PURCHASED A SUBSCRIPTION, THE SERVICE WILL CONTINUE AT THE END OF EACH BILLING CYCLE UNLESS YOU CANCEL YOUR SUBSCRIPTION IN ACCORDANCE WITH THE PROCEDURE SET FORTH IN THESE TERMS.

All provisions of Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

10. **General**

(a) Governing Law. These Terms shall be governed and construed in accordance with the laws of State of California without regard to its conflict of law provisions.

(b) Waiver. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

(c) Entire Agreement. These Terms constitute the entire agreement between us regarding our Service and supersede and replace any prior agreements we might have had between us regarding the Service.

(d) Severability. If any provision of Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of Terms will continue in full force and effect.

(e) Export Control. You may not use, export, import, or transfer the Service except as authorized by U.S. law, the laws of the jurisdiction in which you obtained access to the Service, and any other applicable laws. In particular, but without limitation, the Service may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Service, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Service for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Ditto may be subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Ditto's products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

(f) Consumer Complaints. In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services 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.

(g) Force Majeure. Ditto shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, pandemics, epidemics, quarantine or other government order, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

(h) Electronic Communications. The communications between you and Ditto may take place via electronic means, whether you visit the Website or send Ditto e-mails, or whether Ditto posts notices on the Service or communicates with you via e-mail. For contractual purposes, you (a) consent to receive communications from Ditto in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Ditto provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“**E-Sign**”).

11. **Contact Us**

Please send your feedback, comments, or requests for technical support:

By email: support@dittowords.com.

By chatting us on our website: <https://dittowords.com>.