

BETTERPAY TERMS OF SERVICE

Please read these BetterPay Terms of Service (the “Agreement”) carefully. This Agreement is between you and TIKD SERVICES LLC (“TIKD”, “Company” or “we” or “us”) concerning your use of (including any access to) TIKD’s BetterPay products and services, which include the TIKD website currently located at www.TIKD.com (the “Site”), any TIKD mobile application made available by us for use in connection with BetterPay (the “App”), and any services or materials provided through the Site or the App (these services and materials, the Site and any App constitute the “BetterPay Service”). By using the BetterPay Service you agree to be bound by this Agreement.

Notice Regarding Dispute Resolution: *This Agreement contains provisions that govern how claims you and we may have against each other are resolved (see Section 19 below), including an agreement and obligation to arbitrate disputes, which will, subject to limited exceptions, require you to submit claims you have against us to binding arbitration, unless you opt-out in accordance with Section 19(E). Unless you opt-out of arbitration: (a) you will only be permitted to pursue claims against us on an individual basis, not as part of any class or representative action or proceeding and (b) you will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis.*

1. Description of the BetterPay Service. The BetterPay Service is intended to help you ensure that your traffic and/or parking tickets (“tickets”) are paid correctly, on time, and without any additional penalties or late fees. The BetterPay service will provide you with confirmation that your ticket has been paid in full and no further action is required on your behalf. Additionally, the BetterPay service will search for other penalties, fines, or warrants outstanding in your State, and notify you of any such outstanding items. The BetterPay Service also provides you with the option to pay your tickets in installments over time. Specifically, if you elect to use the BetterPay Service and submit a ticket to us, subject to your payment of applicable fees and the terms of this Agreement, we will pay your ticket in full on your behalf, and you can then pay us in installments in accordance with the payment plan you select. This is not a loan and we do not charge interest. The same fee is charged whether or not you elect the option to pay in installments. In order to use the BetterPay Service you must submit a copy of your ticket to us. After you submit your ticket, we will process the information on your ticket to determine whether or not you qualify to use the BetterPay Service. We will not provide the BetterPay Service in connection with all tickets and reserve the right to refuse to provide the BetterPay Service to certain customers in our sole discretion, including, but not limited, to those customers who have received criminal or serious tickets, tickets involving alcohol, tickets in which there is a serious injury or fatality, tickets that are received by minors or tickets that require your individual personal appearance. If you do not qualify to use the BetterPay Service: (i) you will be notified that your ticket has not been accepted and that we will not be able to provide you with the BetterPay Service in connection with the ticket you submitted; and (ii) your credit card will not be charged in connection with the applicable ticket. This will not prohibit you from submitting additional or different tickets in the future and we welcome all future submissions as qualification decisions are made on a case-by-case basis.

2. Payment Plans. TIKD offers various payment plans to help you pay your tickets over time. For example, if you elect a 50/25/25 payment plan, we will charge your credit card fifty percent (50%) of the amount of the ticket at the time we accept your ticket (the “Acceptance Date”); twenty-five percent (25%) of the amount of the ticket one month after the Acceptance Date, and the remaining twenty-five percent (25%) of the amount of the ticket two months after the Acceptance Date. In addition, regardless of the payment plan you choose, in addition to the initial percentage of the amount of your ticket that is charged on the applicable Acceptance Date (the “Initial Fee”), you will also be charged the service fee associated with your use of the BetterPay Service (the “Service Fee”), as described in more detail in Section 3 below. The payment plans that are available to you will be provided to you at

the time you sign up to use the BetterPay Service and submit your ticket, and you will be able to select the payment plan that you prefer.

3. Fees and Payment. When you visit the Site, enter your ticket information and select your payment plan, you will receive a quote for the Service Fee that you will be charged in connection with your use of the BetterPay Service. If you then choose to submit your ticket and proceed with having us process payment of your ticket on your behalf, you will be asked to supply payment information, such as your credit card number and its expiration date and your billing address, and we will place an authorization hold on your credit card for the amount of Service Fee and the Initial Fee. By submitting your payment information to us, you represent and warrant that you have the right to use any credit card that you submit in connection your use of the BetterPay Service, and you grant to us the right to provide your payment information to third parties for purposes of facilitating the provision of the BetterPay Service. In addition, by submitting your payment information to us, you authorize TIKD to charge you the Service Fee and the full amount of the applicable ticket in accordance with the payment plan you select. Verification of your information may be required prior to the acknowledgment or completion of your payment. You agree to pay all charges incurred by you or on your behalf through the BetterPay Service. In addition, you are responsible for any taxes applicable to your payments. In the event that you fail to make any payment when due, Company will take whatever actions are permissible in accordance with state and federal law and regulations to collect delinquent payments.

4. No Legal Advice. **TIKD IS NOT A LAW FIRM, WE ARE NOT ATTORNEYS AND WE DO NOT DISPENSE LEGAL ADVICE, AND YOU SHOULD NOT CONSIDER PROVISION OR RECEIPT OF ANY SERVICES PROVIDED THROUGH THE BETTERPAY SERVICE AS LEGAL ADVICE. TIKD WILL NOT PROVIDE YOU WITH ANY LEGAL ADVICE OR DISCUSS THE LEGAL ASPECTS OF YOUR TICKETS WITH YOU.**

5. Affirmative Representations Regarding Your Use of the BetterPay Service; Accuracy of Information. When you use the BetterPay Service, you represent that: (a) the information you submit is truthful and accurate, and that you will maintain and update this information as needed; (b) your use of the BetterPay Service and other services available through the BetterPay Service do not violate any applicable laws or regulations; and (c) you are of sufficient legal age or otherwise have legal capacity to legally enter into this Agreement. **You are solely responsible for complying with any court imposed payment deadlines and for providing us with accurate information regarding these deadlines. We are not responsible or liable for any fees or penalties associated with your failure to provide us with accurate information regarding the payment deadlines or due dates associated with your tickets. In addition, we are not liable for your failure to respond or submit documents to the court on time.**

6. Modifications to this Agreement. We may change this Agreement from time to time. If we make any material changes to this Agreement, we will notify you of the applicable changes by posting a revised Agreement, or a notice of the revised Agreement, on or through the BetterPay Service, or, if you have provided us with your email address, by sending you a notice of the revised Agreement by e-mail. Any applicable change will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating the applicable change, or otherwise notified you of the applicable change. Your use of the BetterPay Service following any change to this Agreement will constitute your acceptance of the applicable changes. The “*Last Updated*” legend above indicates when this Agreement was last changed.

7. Our Management of the BetterPay Service

A. Our Right to Manage the BetterPay Service. We reserve the right, but do not undertake the obligation to: (i) monitor or review the BetterPay Service for violations of this Agreement and for compliance with our policies; (ii) modify or waive any fees associated with the BetterPay Service, or offer opportunities to some or all users of the BetterPay Service; (iii) impose conditions on the honoring of any coupon, discount or similar promotion; (iv) report to law enforcement authorities and/or take legal action against anyone who violates this Agreement; (v) manage the BetterPay Service in a manner designed to protect our and third parties' rights and property or to facilitate the proper functioning of the BetterPay Service; (vi) screen our users, or attempt to verify the statements of our users and/or (vii) block you from using the BetterPay Service if you violate the terms of this Agreement.

B. Our Right to Terminate Users. Without limiting any other provision of this Agreement, we reserve the right to, in our sole discretion, and without notice or liability, deny access to and use of the BetterPay Service to any person for any reason or for no reason at all, as permitted by applicable law, including, without limitation, for breach of any representation, warranty or covenant contained in this Agreement, or any applicable law or regulation.

8. Information Submitted Through the BetterPay Service. The information you submit through the BetterPay Service is subject to the terms of our Privacy Policy, located at www.TIKD.com (the "Privacy Policy"). The Privacy Policy is part of and is governed by this Agreement and by agreeing to this Agreement, you agree to be bound by the terms of the Privacy Policy and agree that we may use information collected from you in accordance with its terms. In addition, you agree that, subject to the terms of the Privacy Policy, we may provide your information, including personally identifying information, to the necessary government department or its assigns for the purposes of paying your ticket.

9. Jurisdictional Issues. The BetterPay Service is controlled or operated (or both) from the United States, and is not intended to subject Company to any non-U.S. jurisdiction or law. The BetterPay Service, and certain services made available in connection with the BetterPay Service, may not be appropriate or available for use in some areas within the United States and/or in some non-U.S. jurisdictions. Any use of the BetterPay Service is at your own risk, and you must comply with all applicable laws, rules and regulations in connection with your use of the BetterPay Service. We may limit the availability of any of the BetterPay Service, or any of the services made available in connection with the BetterPay Service, at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

10. Rules of Conduct. In connection with the BetterPay Service, you must not:

- Post, transmit or otherwise make available through or in connection with the BetterPay Service any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the BetterPay Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a "Virus").

- Use the BetterPay Service for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the BetterPay Service.
- Interfere with or disrupt the operation of the BetterPay Service or the servers or networks used to make the BetterPay Service available, including by hacking or defacing any portion of the BetterPay Service; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the BetterPay Service.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the BetterPay Service except as expressly authorized herein, without Company's express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the BetterPay Service, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the BetterPay Service.
- Frame, mirror or otherwise incorporate any portion of the BetterPay Service into any product or service, without Company's express prior written consent.
- Systematically download and store Site or App content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Site or App content, or reproduce or circumvent the navigational structure or presentation of the BetterPay Service, without Company's express prior written consent.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed for your use of the BetterPay Service. You may only use the BetterPay Service for its intended purposes and not in any manner to develop, create or improve any products or services that are substantially similar to or otherwise compete with the BetterPay Service.

11. Consent to Electronic Communications. We may send you data or communications, including via email or calls regarding the BetterPay Service, including but not limited to: (a) notices about recent transactions and/or verifications, (b) notices about your use of the BetterPay Service, including any notices concerning your use or violations of applicable terms and conditions, (c) updates, and (d) subject to your opt-out rights as described in our Privacy Policy, promotional information and materials regarding our products and services, via the BetterPay Service, or via electronic mail.

12. Your Limited Rights. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the BetterPay Service, you may use the BetterPay Service solely for your personal, non-commercial use. The BetterPay Service is licensed (not sold) to you. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the BetterPay Service, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to access and use the BetterPay Service. If you fail to comply with any of the terms or conditions of this Agreement, you must

immediately cease using the BetterPay Service. In addition, you must comply with the terms of any third-party agreement applicable to you when using the BetterPay Service.

13. Company's Proprietary Rights. We and our licensors and suppliers own the BetterPay Service, which are protected by proprietary rights and laws. Our trade names, trademarks and service marks include TIKD, and any associated logos. All trade names, trademarks, service marks and logos on the BetterPay Service not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the BetterPay Service should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

14. Third-Party Sites. The BetterPay Service may contain links to websites operated by third parties ("Third Party Sites"), and you may be able to share information with Third Party Sites through links on the BetterPay Service; however, we do not own or operate the Third Party Sites, and we have not reviewed, and cannot review, all of the material, including goods or services, made available through Third Party Sites. The availability of these links on the BetterPay Service does not represent, warrant or imply that we endorse any Third Party Sites or any materials, opinions, goods or services available on them. Third party materials accessed through or used by means of the Third Party Sites may also be protected by copyright and other intellectual property laws. **This Agreement does not apply to Third Party Sites. Before visiting a Third Party Site through links or other means provided on or through the BetterPay Service, you should review the Third Party Site's terms and conditions and privacy policy, and inform yourself of the regulations, policies and practices of these Third Party Sites.**

15. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE BETTERPAY SERVICE AND ANY RESOURCES AND ANY THIRD PARTY PROPERTY OR RESOURCES CONTAINED THEREIN (COLLECTIVELY, "THIRD PARTY RESOURCES") ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE BETTERPAY SERVICE AND ANY RESOURCES AND THIRD PARTY RESOURCES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we seek to maintain the timeliness, integrity and security of the BetterPay Service, we do not guarantee that the BetterPay Service is or will remain updated, complete, correct or secure, or that access to the BetterPay Service will be uninterrupted. The BetterPay Service may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the BetterPay Service. If you become aware of any such alteration, contact us at Support@TIKD.com with a description of such alteration and its location on the BetterPay Service.

16. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE BETTERPAY SERVICE, OR ANY RESOURCES OR THIRD PARTY RESOURCES, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF

SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE BETTERPAY SERVICE OR FROM ANY RESOURCES OR THIRD PARTY RESOURCES, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE BETTERPAY SERVICE OR ANY RESOURCES OR THIRD PARTY RESOURCES IS TO STOP USING THE BETTERPAY SERVICE; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE BETTERPAY SERVICE, OR ANY RESOURCES OR THIRD PARTY RESOURCES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE LESSER OF ONE HUNDRED DOLLARS (\$100) AND THE TOTAL AMOUNT PAID BY YOU TO COMPANY TO USE THE BETTERPAY SERVICE. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

17. Indemnity. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Company and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the BetterPay Service; or (b) any violation or alleged violation of this Agreement by you. **You will not be required to indemnify and hold Company harmless from and against any claims, liabilities, damages, losses, or expenses resulting from Company's own negligent conduct.**

18. Effect of Termination. This Agreement is effective until terminated. Upon any such termination or suspension, your right to use the BetterPay Service will immediately cease, and Company may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to these materials.

19. Legal Disputes and Arbitration Agreement

Please Read This Following Clause Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court

A. Initial Dispute Resolution. We are available by email at Support@TIKD.com to address any concerns you may have regarding your use of the BetterPay Service. Most concerns may be quickly resolved in this manner. Each of you and Company agree to use best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

B. Agreement to Binding Arbitration. If we do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to Section 19(A) above, then either party may initiate binding arbitration. All claims arising out of or relating to this Agreement (including their formation, performance and breach), the parties' relationship with each other and/or your use of the BetterPay Service shall be finally settled by binding arbitration administered on a confidential basis by JAMS, in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class actions. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined Arbitration

Rules and Procedures. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of this Agreement shall be subject to the Federal Arbitration Act.

The JAMS rules governing the arbitration may be accessed at <https://www.jamsadr.com/adr-rules-procedures>. If you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), we will pay the additional cost. If we are required to pay the additional cost of the filing fees, you should submit a request for payment of fees to JAMS along with your form for initiating the arbitration, and we will make arrangements to pay all necessary fees directly to JAMS. We will also be responsible for paying all other arbitration costs arising in connection with the arbitration other than costs incurred by you for legal counsel, travel and other out-of-pocket costs and expenses not constituting fees or amounts payable to JAMS. You will not be required to pay fees and costs incurred by Company if you do not prevail in arbitration.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

C. *Class Action and Class Arbitration Waiver.* You and Company each further agree that any arbitration shall be conducted in your respective individual capacities only and not as a class action or other representative action, and you and Company each expressly waive your respective right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in Section 19(B) shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

D. *Exception - Small Claims Court Claims.* Notwithstanding the parties' agreement to resolve all disputes through arbitration, either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction.

E. *30-Day Right to Opt-Out.* You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in Sections 19(B), 19(C), and 19(D) by sending written notice of your decision to opt-out to the following email: Support@TIKD.com. The notice must be sent within thirty (30) days of registering to use the BetterPay Service, otherwise you shall be bound to arbitrate disputes in accordance with the terms of those sections. If you opt-out of these arbitration provisions, we also will not be bound by them.

F. *Exclusive Venue for Litigation.* To the extent that the arbitration provisions set forth in Section 19(B) do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Miami Dade County, Florida (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in Miami Dade County, Florida for any litigation other than small claims court actions.

20. Notice to New Jersey Users. Notwithstanding any terms set forth in this Agreement, if any of the provisions set forth in Sections 15, 16, 17 or 19 are held unenforceable, void or inapplicable under New Jersey law, then any

such provision shall not apply to you but the rest of this Agreement shall remain binding on you and Company. In addition, for New Jersey residents, the limitation on liability is inapplicable where attorneys' fees, court costs, or other damages are mandated by statute. Notwithstanding any provision in this Agreement, nothing in this Agreement is intended to, nor shall it be deemed or construed to, limit any rights available to you under the Truth-in-Consumer Contract, Warranty and Notice Act.

21. Filtering. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that Company does not endorse any of the products or services listed on this site.

22. Information or Complaints. If you have a question or complaint regarding the BetterPay Service, please send an e-mail to Support@TIKD.com. You may also contact us by writing to TIKD SERVICES LLC, 101 Aragon Avenue, Coral Gables, Florida, 33134, or by calling us at 1-844-346-TIKD (8453). Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us.

23. Notice to California Users. Under California Civil Code Section 1789.3, users located in California are entitled to the following consumer rights notice: We are located at 101 Aragon Avenue, Coral Gables, Florida, 33134. If a user has a question or complaint regarding the BetterPay Service, please send an email to Support@TIKD.com. Users may also contact us by calling us at our toll-free number 1-844-346-TIKD (8453). California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

24. Export Controls. You are responsible for complying with United States export controls in connection with your use of the BetterPay Service and for any violation of these controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a "terrorist supporting" country; or (b) on any of the U.S. government lists of restricted end users.

25. No Modifications by Our Employees. If any of our employees offers to modify the terms of this Agreement, he or she is not acting as an agent for us or speaking on our behalf. You may not rely, and should not act in reliance on, any statement or communication from our employees or anyone else purporting to act on our behalf.

26. Independent Contractors. Nothing in this Agreement shall be deemed to create an agency, partnership, joint venture, employer-employee or franchisor-franchisee relationship of any kind between us and any user.

27. Non-Waiver. Our failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of the applicable right or provision.

28. Severability. This Agreement operates to the fullest extent permissible by law. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

29. Assignment. We may assign our rights under this Agreement without your approval.

30. Entire Agreement. This Agreement constitutes the complete and exclusive understanding and agreement of the parties relating to the subject matter hereof and supersede all prior understandings, proposals, agreements, negotiations, and discussions between the parties, whether written or oral.