

TERMS OF SERVICE AGREEMENT OF Fortodo LLC

Last updated: November 15, 2019

Welcome, to Fortodo!

The following User agreement describes the Terms and Conditions by which Fortodo LLC ("Fortodo"), Located in, Mountain View, California, 94041, offers you access to our Services.

These terms of service constitute a legally binding agreement (the "Agreement") between you ("you," or "your") and Fortodo LLC ("Fortodo," "we," "us" or "our"), a Delaware corporation, governing your use of Fortodo applications, website, and technology platform (collectively, the "Fortodo").

Our Services are very diverse, so sometimes additional terms or product requirements (including age requirements) may apply. Additional terms will be available with the relevant Services, and those additional terms become part of your agreement with us if you use those Services.

Fortodo provides an array of products and services for persons who seek certain services ("Guest") and persons that perform services or offer products ("Doers"). Guest and Doers are collectively referred to

herein as “Users” and each User may create a User account that enables such User to access Fortodo Platform, Applications, User Interfaces, or to use some of our services. For purposes of this Agreement, Fortodo Services, Applications, User Interfaces, and our services shall be referred to collectively as the “Services”.

Fortodo Account

You may need a Fortodo Account in order to use some of our Services. You may create your own Fortodo Account, or your Fortodo Account

may be assigned to you by an administrator, such as your employer or educational institution. If you are using a Fortodo Account assigned to you by an administrator, different or additional terms may apply and your administrator may be able to access or disable your account.

By creating your Fortodo Account and using Fortodo, you expressly acknowledge that you understand this Agreement and accept all of its terms. If you do not agree to be bound by the terms and conditions of this Agreement, you may not use or access Fortodo or the Services.

Modification to the Agreement

We reserve the right to modify the terms and conditions

of this Agreement at any time, effective upon posting the amended terms on this site. If we make changes, we will notify you by, at a minimum, revising the “Last Updated” date at the top of this Agreement. You are responsible for regularly reviewing this Agreement. Continued use of Fortodo or our Services after any such changes shall constitute your consent to such changes. If you do not agree to any such changes you may not use or access Fortodo Services or the Services.

Modification and Terminating our Services

We reserve the right to modify, add, remove functionalities, features of our Services. We may even suspend and even terminate Services.

Fortodo Communications

By becoming a User, you expressly consent and agree to accept and receive communications from us, including via e-mail, text message, calls, and push notifications to the cellular telephone number you provided to us. By consenting to being contacted by Fortodo, you understand and agree that you may receive communications generated by automatic telephone dialing systems and/or which will deliver

prerecorded messages sent by or on behalf of Fortodo, its affiliated companies and/or Doers, including but not limited to: operational communications concerning your User account or use of Fortodo Services, updates concerning new and existing features on Fortodo Services, communications concerning promotions run by us or our third party partners, and news concerning Fortodo and industry developments. If you wish to opt-out of promotional emails, text messages, or other communications, you may opt-out by

following the unsubscribe options provided to you, including the “end” and “stopall” options described below. Standard text messaging charges applied by your cell phone carrier will apply to text messages we send. You acknowledge that you are not required to consent to receive promotional messages as a condition of using Fortodo Services. You may opt-out of receiving promotional or marketing texts or calls from Fortodo at any time by texting the word END to the sending number from the mobile device receiving the messages. You may also opt-out of receiving all texts or calls from Fortodo (including informational or transactional messages) by texting the word STOPALL to the sending number from the mobile device receiving the messages, however you acknowledge that opting out of receiving all texts may impact your use of Fortodo Services.

Your Information

Your Information is any information you provide, publish or post to or through Fortodo Services (including any profile information you provide) or send to other Users (including via in-application feedback, any email feature, or through any Fortodo-related Facebook, Twitter or other social media posting) (your “Information”). You consent to us using your Information to create a User account that will allow you to use Fortodo Services.

You are solely responsible for your Information and your interactions with other members of the public, and we act only as a passive conduit for your online posting of your Information. You agree to provide and maintain accurate, current and complete information and that we and other members of the public may rely on your Information as accurate, current and complete.

You warrant and represent to us that you are the sole author of your Information. To enable Fortodo Services to use your Information, you grant to us a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right and license to exercise the copyright, publicity, and database rights you have in your Information, and to use, copy, perform, display and distribute such Information to prepare

derivative works, or incorporate into other works, such Information, in any

media now known or not currently known. Fortodo does not assert any ownership over your Information; rather, as between us and you, subject to the rights granted to us in this Agreement, you retain full ownership of all of your Information and any intellectual property rights or other proprietary rights associated with your Information.

You are the sole authorized user of your account. You are responsible for maintaining the confidentiality of any password provided by you or Fortodo for accessing Fortodo Services. You are solely and fully responsible for all activities that occur under your User account, and Fortodo expressly disclaims any liability arising from the unauthorized use of your User account. Should you suspect that any unauthorized party may be using your User account or you suspect any other breach of security, you agree to notify us immediately.

About Software in our Services

When a Service requires or includes downloadable software, this software may update automatically on your device once a new version or feature is available. Some Services may let you adjust your automatic update settings.

Fortodo gives you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the

software provided to you by Fortodo as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by Fortodo, in the manner permitted by these terms. You may not copy, modify, distribute, sell, or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Some software used in our Services may be offered under an open source license that we will make available to you. There may be provisions in the open source license that expressly override some of these terms.

Social Networking Sites

As part of the functionality of Fortodo Services, you may be able to create or login to your User account through online accounts you may have with third party social networking sites (each such account, an "SNS Account") by either providing your SNS Account login information through Fortodo Services or allowing Fortodo to access your SNS Account. By granting Fortodo access to any SNS Accounts, you understand that Fortodo may access, make available and store any content that you have provided to and stored in your SNS Account

including without limitation any friend, mutual friends, contacts or following/followed lists (the “SNS Content”) so that it is available on and through Fortodo Services to other Users. Unless otherwise specified in this Agreement, all SNS Content, if any, shall be considered to be your Information. Depending on the privacy settings that you have set in such SNS Accounts, personally identifiable information that you post to your SNS Accounts may be available on and through Fortodo Services.

Restricted Activities

With respect to your use of Fortodo Services and your participation in the Services, you agree that you will not:

- a impersonate any person or entity;
- b stalk, threaten, or otherwise harass any person, or carry any weapons;
- c violate any law, statute, ordinance or regulation;
- d interfere with or disrupt the Services or Fortodo Services or the

servers or networks connected to Fortodo Services;

- e post Information or interact on Fortodo or our Services in a manner which is false, inaccurate, misleading (directly or by omission or failure to update information), defamatory, libelous, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, or illegal;
- f use Fortodo Services in any way that infringes any third party's rights, including but not limited to: intellectual property rights, copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;
- g post, email or otherwise transmit any malicious code, files or programs designed to interrupt, damage, destroy or limit the

functionality of any computer software or hardware or telecommunications equipment or surreptitiously intercept or expropriate any system, data or personal information;

- h forge headers or otherwise manipulate identifiers in order to disguise the origin of any information

transmitted through Fortodo Services;

- i “frame” or “mirror” any part of Fortodo Services, without our prior written authorization or use meta tags or code or other devices containing any reference to us in order to direct any person to any other web site for any purpose; or
- j modify, adapt, translate, reverse engineer, decipher, decompile or otherwise disassemble any portion of Fortodo Services or any software used on or for Fortodo Services;
- k rent, lease, lend, sell, redistribute, license or sublicense Fortodo Services or access to any portion of Fortodo Services;
- l use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, scrape, “data mine”, or in any way reproduce or circumvent the navigational structure or presentation of Fortodo Services or its contents;
- m create liability for us or cause us to become subject to regulation as a transportation carrier or

provider of taxi service;

- n link directly or indirectly to any other web sites;
- o transfer or sell your User account, password and/or identification to any other party; or
- p cause any third party to engage in the restricted activities above.

We reserve the right, but we have no obligation, to suspend or deactivate your User account if you do not comply with these prohibitions.

Doer Representations and Warranties

By providing Services as a Doer, by-way-of Fortodo Services, you represent, warrant, and agree that:

- You are at least 13 years in age.
- When applicable, that you possess a valid driver's license and are authorized and medically fit to operate a motor vehicle and have all appropriate licenses, approvals and authority to provide transportation to Guest in

all jurisdictions in which you provide Services.

- When applicable, that you own, or have the legal right to operate, the vehicle you use when providing Transportation Related Services, and such vehicle is in good operating condition and meets the industry safety standards and all applicable statutory and state department of motor vehicle requirements for a vehicle of its kind.
- When applicable, that you will only provide Transportation Related Services using the vehicle that has been reported to and for which a photograph has been provided to Fortodo, and you will not transport more passengers than can securely be seated in such vehicle (and no more than seven (7) passengers in any instance).
- When applicable, that you have a valid policy of liability insurance (in coverage amounts consistent with all applicable legal requirements) that names or schedules you for the operation of the vehicle you use to provide Services.
- You will be solely responsible for any and all liability that results from or is alleged as a result of your

provision of Services, including, but not limited to personal injuries, death and property damages (however, this provision shall not limit the scope of Fortodo's insurance policies referenced on www.Fortodo.com/safety).

- In the event of a motor vehicle accident you will be solely responsible for compliance with any applicable statutory or department of motor vehicles requirements, for reporting the accident to Fortodo and your insurer in a timely manner, and for all necessary contacts with your insurance carrier.
- You will comply with all applicable laws, rules and regulations while providing Services, and you will be solely responsible for any violations of such provisions.
- You will pay all applicable federal, state and local taxes based on your provision of Services and any payments received by you.
- You will not make any misrepresentation regarding Fortodo, Fortodo Services, the Services or your status as a Doer, or, while providing the Services, operate as a public carrier or taxi service, accept

street hails, charge for rides (except as expressly provided in this Agreement), or engage in any other activity in a manner that is inconsistent with your obligations under this Agreement.

- You will not attempt to defraud Fortodo, Doers, or Guest in connection with your provision of Services. If we suspect that you

have engaged in fraudulent activity we may withhold applicable

Service Fees or other payments for the Service(s) in question.

- You will not discriminate or harass anyone on the basis of race, national origin, religion, gender, gender identity, physical or mental disability, medical condition, marital status, age or sexual orientation. You will make reasonable accommodation for service animals.
- You agree that we may obtain information about you, including your criminal and driving records, and you agree to provide any further necessary authorizations to facilitate our access to such

records during the term of the Agreement.

Proprietary Rights and Trademark License

All intellectual property rights in Fortodo Services shall be owned by us absolutely and in their entirety. These rights include and are not limited to database rights, copyright, design rights (whether registered or unregistered), trademarks (whether registered or unregistered) and other similar rights wherever existing in the world together with the right to apply for protection of the same. All other trademarks, logos, service marks, company or product names set forth in Fortodo Services are the property of their respective owners. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information (“Submissions”) provided by you to us are non-confidential and shall become the sole property of Fortodo. Fortodo shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

Fortodo and other Fortodo logos, designs, graphics, icons, scripts and service names are registered trademarks, trademarks or trade dress of Fortodo in the United States and/or other countries

(collectively, the “Fortodo Marks”). If you provide Services as a Doer, Fortodo grants to you, during the term of this Agreement, and subject to your compliance with the terms and conditions of this Agreement, a limited, revocable, non-exclusive license to display and use the Fortodo Marks solely in connection with providing the Services through Fortodo Services (“License”). The License is non-transferable and non-assignable, and you shall not grant to any third party any right, permission, license or sublicense

with respect to any of the rights granted hereunder without Fortodo’s prior written permission, which it may withhold in its sole discretion. The Fortodo Marks may not be used in any manner that is likely to cause confusion.

You acknowledge that Fortodo is the owner and licensor of the Fortodo Marks, and that your use of the Fortodo Marks will confer no additional interest in or ownership of the Fortodo Marks in you but rather inures to the benefit of Fortodo. You agree to use the Fortodo Marks strictly in accordance with Fortodo’s Trademark Usage Guidelines, as may be provided to you and revised from time to time, and to immediately cease any use that Fortodo determines to be nonconforming or otherwise unacceptable.

You agree that you will not:

- 1 create any materials that incorporate the Fortodo Marks or any derivatives of the Fortodo Marks other than as expressly approved by Fortodo in writing;
- 2 use the Fortodo Marks in any way that tends to impair their validity as proprietary trademarks, service marks, trade names or trade dress, or use the Fortodo Marks other than in accordance with the terms, conditions and restrictions herein;
- 3 take any other action that would jeopardize or impair Fortodo's rights as owner of the Fortodo Marks or the legality and/or enforceability of the Fortodo Marks, including, without limitation, challenging or opposing Fortodo's ownership in the Fortodo Marks;
- 4 apply for trademark registration or renewal of trademark registration of any of the Fortodo Marks, any derivative of the Fortodo Marks, any combination of the Fortodo Marks and any other name, or any trademark, service mark, trade name, symbol or word which is similar to the Fortodo

Marks;

- 5 use the Fortodo Marks on or in connection with any product, service or activity that is in violation of any law, statute, government regulation or standard.

Violation of any provision of this License may result in immediate termination of the License, in Fortodo's sole discretion. If you create any materials bearing the Fortodo Marks (in violation of this Agreement or otherwise), you agree that upon their creation Fortodo exclusively owns

all right, title and interest in and to such materials, including without limitation any modifications to the Fortodo Marks or derivative works based on the Fortodo Marks. You further agree to assign any interest or right you may have in such materials to Fortodo, and to provide information and execute any documents as reasonably requested by Fortodo to enable Fortodo to formalize such assignment.

Copyright Complaints and Copyright Agent

Fortodo respects the intellectual property of others, and expects Users to do the same. If you believe, in good faith, that any materials on the Services infringe upon your copyrights, please send the following information to

Fortodo's Copyright Agent at:

211 Hope St., # 390971, Mountain View, California
94041

- 1 a description of the copyrighted work that you claim has been infringed, including specific location on Fortodo Services where the material you claim is infringed is located. Include enough information to allow Fortodo to locate the material, and explain why you think an infringement has taken place;
- 2 a description of the location where the original or an authorized copy of the copyrighted work exists – for example, the URL (Internet address) where it is posted or the name of the book in which it has been published;
- 3 your address, telephone number, and e-mail address;
- 4 a 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;

- 5 a statement by you, made under penalty of perjury, that the information in your notice is accurate, and that you are the copyright owner or authorized to act on the copyright owner's behalf; and
- 6 an electronic or physical signature of the owner of the copyright or the person authorized to act on behalf of the owner of the copyright interest.

Disclaimers

The following disclaimers are made on behalf of Fortodo, our affiliates, and each of our respective officers, directors, employees, agents, shareholders and suppliers.

Fortodo IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. WE DO NOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF Fortodo AND/OR THE SERVICES, INCLUDING THE ABILITY TO PROVIDE OR RECEIVE SERVICES AT ANY GIVEN LOCATION OR TIME.

We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to you. This warranty gives you specific legal rights and you may also have other legal rights that vary from state to state.

We do not warrant that your use of Fortodo, or our Services will be accurate, complete, reliable, current, secure, uninterrupted, always available, or error-free, or will meet your requirements, that any defects in our Fortodo Services will be corrected, or that Fortodo Services are free of viruses or other harmful components. We disclaim liability for, and no warranty is made with respect to, connectivity and availability of Fortodo Services.

We have no control over the quality or safety of the some services that occurs as a result of this Service. We cannot ensure that a Doer or Guest will complete an arranged service.

We cannot guarantee that each Guest is who he or she claims to be. Please use common sense when using Fortodo Services, including accessing information of a Doer and/or Guest. Please note that there are also risks of dealing with underage persons or people acting under false pretense, and we do not accept responsibility or liability for any content, communication or other use or

access of Fortodo or our Services by persons under the age of 18 in violation of this Agreement. We encourage you to communicate directly with each potential Doer or Guest prior to engaging in an arranged service.

Fortodo is not responsible for the conduct, whether online or offline, of any User of Fortodo or our Services. You are solely responsible for your interactions with other Users. We do not procure insurance for, nor are we

responsible for, personal belongings left in the car by Doers or Guest. By using Fortodo Services and participating in the Services, you agree to accept such risks and agree that Fortodo is not responsible for the acts or omissions of Users on Fortodo Services or participating in the Services.

It is possible for others to obtain information about you that you provide, publish or post to or through Fortodo Services (including any profile information you provide), send to other Users, or share during the Services, and to use such information to harass or harm you. We are not responsible for the use of any personal information that you disclose to other Users on Fortodo Services or through the Services. Please carefully select the type of information that you post on Fortodo Services or through the Services or release to others. We disclaim all liability, regardless of the form of action, for the acts or

omissions of other Users (including unauthorized users, or “hackers”).

Opinions, advice, statements, offers, or other information or content made available through Fortodo Services, but not directly by us, are those of their respective authors, and should not necessarily be relied upon. Such authors are solely responsible for such content. Under no circumstances will we be responsible for any loss or damage resulting from your reliance on information or other content posted on Fortodo Services or otherwise disseminated by third parties. We reserve the right, but we have no obligation, to monitor the materials posted in the public areas of Fortodo Services and remove any such material that in our sole opinion violates, or is alleged to violate, the law or this agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Users or others.

Fortodo Services contains (or you may be sent through Fortodo Services) links to other web sites owned and operated by third parties (“Third Party Sites”), as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (“Third Party Content”). Such Third Party Sites and Third Party Content are not investigated, monitored or checked for accuracy, appropriateness, or

completeness by us, and we are not responsible for any Third Party Sites or Third Party Content accessed through Fortodo Services.

Location data provided by Fortodo Services is for basic location purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Neither Fortodo, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability, or timeliness of location data displayed by Fortodo Services. Any of your Information, including geolocational data, you upload, provide, or post on Fortodo Services may be accessible to Fortodo and certain Users of Fortodo Services.

This paragraph applies to any version of Fortodo Services that you acquire from the Apple App Store. This Agreement is entered into between you and Fortodo. Apple, Inc. ("Apple") is not a party to this Agreement and shall have no obligations with respect to Fortodo Services. Fortodo, not Apple, is solely responsible for Fortodo Services and the content thereof as set forth hereunder. However, Apple and Apple's subsidiaries are third party beneficiaries of this Agreement. Upon your acceptance of this Agreement, Apple shall have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof. This Agreement incorporates by

reference the Licensed Application End User License Agreement published by Apple at <http://www.apple.com/legal/internet-services/itunes/appstore/dev/stdeula/>, for purposes of which, you are “the end-user.” In the event of a conflict in the terms of the Licensed Application End User License Agreement and this Agreement, the terms of this Agreement shall control.

State and Local Disclosures

Certain jurisdictions require additional disclosures to you. We will update the disclosures page as jurisdictions add, remove or amend these required disclosures, so please check in regularly for updates.

Indemnity

You will defend, indemnify, and hold us and our affiliates and each of our respective officers, directors, employees, agents, shareholders and suppliers harmless from any claims, actions, suits, losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of your use of Fortodo Services and participation in the Services, including:

- 1 your breach of this Agreement or the documents it incorporates by reference;
- 2 your violation of any law or the rights of a third party, including, without limitation, Doers, Guest,

other motorists, and pedestrians, as a result of your own interaction with such third party;

- 3 any allegation that any materials that you submit to us or transmit through Fortodo Services or to us infringe or otherwise violate the copyright, trademark, trade secret or other intellectual property or other rights of any third party;
- 4 your ownership, use or operation of a motor vehicle or passenger vehicle, including your provision of Services as a Doer; and/or
- 5 any other activities in connection with the Services. This indemnity shall be applicable without regard to the negligence of any party, including any indemnified person.

Limitation of Liability

IN NO EVENT WILL WE, OUR AFFILIATES, OR EACH OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS OR SUPPLIERS, BE LIABLE TO YOU FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES

(INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR DELETION, CORRUPTION, LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY FOR: TO (DO), SERVICE INTERRUPTIONS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH FOR: TO (DO), THE SERVICES, OR THIS AGREEMENT, HOWEVER ARISING INCLUDING NEGLIGENCE, EVEN IF WE OR OUR AGENTS OR REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (PROVIDED HOWEVER THAT THIS

PROVISION SHALL NOT LIMIT THE SCOPE OF Fortodo'S INSURANCE POLICIES REFERENCED AT WWW.FORTODO.COM/ SAFETY). WE WILL NOT BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL AND/OR CONSEQUENTIAL (INCLUDING, BUT NOT LIMITED TO PHYSICAL DAMAGES, BODILY INJURY, DEATH AND/OR EMOTIONAL DISTRESS AND DISCOMFORT) ARISING OUT OF YOUR COMMUNICATING WITH OR MEETING OTHER USERS OF FOR: TO (DO) OR OUR SERVICES, EVEN IF WE OR OUR AGENTS OR

REPRESENTATIVES KNOW OR HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF FOR: TO (DO), AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES (OR, IF WE CHOOSE, TO SUPPLYING YOU THE SERVICES AGAIN).

IN ALL CASES, FOR: TO (DO), AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

Release

In the event that you have a dispute with one or more Users, you agree to release Fortodo (including our affiliates and each of our respective officers, directors, employees, agents, shareholders, and suppliers) from claims, demands and damages of every kind and

nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected to such disputes with other Users or to your use of Fortodo Services or participation in the Services. Furthermore, you expressly waive any rights you may have under California Civil Code Section 1542 (or analogous laws of other states), which says: “A general

release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.” We reserve the right, but have no obligation, to monitor disputes between you and other Users.

Term and Termination

This Agreement is effective upon your creation of a User account, as amended by any modifications made pursuant to Section 1. You may discontinue your use of Fortodo Services or participation in the Services at any time, for any reason. We may suspend or deactivate your User account (either as a Guest and/or Doer), or revoke your permission to access Fortodo Services, at any time, for any reason, upon notice to you. We

reserve the right to refuse access to Fortodo Services to any User for any reason not prohibited by law. Either party may terminate the Agreement for any reason.

Confidentiality

You agree not to use any technical, financial, strategic and other proprietary and confidential information relating to Fortodo's business, operations and properties, including User information ("Confidential Information") disclosed to you by Fortodo for your own use or for any purpose other than as contemplated herein. You shall not disclose or permit disclosure of any Confidential Information to third parties. You agree to take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of Fortodo in order to prevent it from falling into the public domain. Notwithstanding the above, you shall not have liability to Fortodo with regard to any Confidential Information which you can prove: was in the public domain at the time it was disclosed by Fortodo or has entered the public domain through no fault of yours; was known to you, without restriction, at the time of disclosure, as demonstrated by files in existence at the

time of disclosure; is disclosed with the prior written approval of Fortodo; becomes known to you, without restriction, from a source other than Fortodo without breach of this Agreement by you and otherwise not in violation of Fortodo's rights; or is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that You shall provide prompt

notice of such court order or requirement to Fortodo to enable Fortodo to seek a protective order or otherwise prevent or restrict such disclosure.

Notices, Complaints

Except as explicitly stated otherwise, any notices to Fortodo shall be given by certified mail, postage prepaid and return receipt requested to:

211 Hope St., # 390971, Mountain View, California 94041

Such notice shall be deemed given three days after the date of mailing. Any notices to you shall be provided to you through Fortodo Services or given to you via the email address you provide to Fortodo during the registration process, and such notice shall be deemed given immediately upon sending. Alternatively, we may give you notice by certified mail, postage prepaid and

return receipt requested, to the address provided to Fortodo during the registration process. In such case, notice shall be deemed given 3 days after the date of mailing.

To resolve a complaint regarding Fortodo Services, you should first contact our Customer Service Department through our support center at: support@fortodo.com.

General

This Agreement shall be governed by the laws of the State of California without regard to choice of law principles. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. You agree that this Agreement and all incorporated agreements may be automatically assigned by Fortodo, in our sole discretion in accordance with the “Notices” section of this Agreement. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. A party’s failure to act with respect to a breach by the other party does not constitute a waiver of the party’s right to act with respect to subsequent or similar breaches. This Agreement sets forth the entire understanding and

agreement between you and Fortodo with respect to the subject matter hereof.