

## TERMS OF USE AGREEMENT OF DAT MOBILE SOLUTIONS, INC.

The following Terms of Use Agreement (“**Agreement**”) governs the use of <http://www.datmobilesolutions.com/> (“**Site**”), as provided by dat Mobile Solutions, Inc. (“**DMS**”, “**we**”, or “**our**”).

Please read the rules contained in this Agreement carefully. Users of the Site (“**users**” or “**you**”) can access this Agreement any time by visiting <http://www.datmobilesolutions.com/termsandconditions.pdf>. Your use of any aspect of the Site constitutes your agreement to comply with this Agreement in its entirety. The Agreement may be modified from time to time; the date of the most recent revisions will appear on this page, so check back often. It is your responsibility to review this Agreement periodically, and continued access of the Site by you will constitute your acceptance of any changes or revisions to the Agreement. If at any time you find this Agreement, or any portion of this Agreement, unacceptable, you must immediately leave the Site and cease all use of any and all services provided in connection with the Site (“**Services**”).

Your failure to follow the rules outlined in this Agreement, whether listed below or posted at various points on the Site, may result in suspension or termination of your access to the Site, without notice, in addition to all other remedies available at law or in equity to DMS.

### 1. **Monitoring**

We strive to provide an enjoyable online experience for our users, so we may monitor activity on the Site. All users of the Site hereby specifically agree to such monitoring. Nevertheless, we do not make any warranties or guarantees that: (1) the Site, or any portion thereof, will be monitored for accuracy or unacceptable use; (2) apparent statements of fact will be authenticated; or (3) we will take any specific action (or any action at all) in the event of a dispute regarding compliance or non-compliance with this Agreement.

### 2. **Privacy Policy**

A complete statement of DMS’s current privacy policy can be found by visiting <http://www.datmobilesolutions.com/privacy.pdf>. DMS’s privacy policy is expressly incorporated into this Agreement by this reference.

DMS may at times require that you register and/or set up an account to use certain portions of the Site, or the Site as a whole. In order to do so, you may be provided, or required to choose, a password, user name, and/or other registration information (collectively, “**Registration Information**”). You agree and represent that all Registration Information provided by you is accurate and up-to-date. If any of your Registration Information changes, you must update it by using the appropriate update mechanism on the Site, if available.

If you register and/or set up an account on the Site, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information or this Agreement to any third party without our prior written approval. Any attempt to do so will be null and void, of no force or effect, and shall be considered a material breach of this Agreement. You are solely responsible for all usage or activity on your account, including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information or any credit, debit or charge card number stored on the Site), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Site, if available, or notify DMS by sending a notification to the attention of our privacy policy coordinator via the information on the Site’s “Contact Us” webpage. DMS, its affiliates, officers, directors, consultants, agents and representatives (“**Representatives**”) shall not be liable for any loss that you incur as a result of someone else using your password or account, if

any, either with or without your knowledge. You may be held liable for any losses incurred by DMS and its Representatives due to someone else's use of your account or password, if any.

### **3. Products or Services**

DMS or third parties may charge you fees for products or services offered for sale through the Site, or for access to portions of the Site or the Site as a whole. You agree to pay all fees and charges, including applicable taxes, incurred through your account at the rates in effect for the billing period in which such fees and charges are incurred, including, but not limited to, charges for any products or services offered for sale through the Site by DMS or by any third party vendor or provider (such fees, charges and taxes shall collectively be referred to as "**Fees**"). DMS reserves the right to change the amount of, or basis for determining, any Fees, and to institute new Fees, effective upon prior notice to you.

If you submit your credit, debit or charge card information to DMS upon registration or otherwise, you give DMS permission to charge all Fees incurred through your account to the credit, debit or charge card you designate. Any additional Fees (other than renewal fees) will be charged at the time they are incurred. If payment cannot be charged to your credit, debit or charge card, or your payment is returned to DMS for any reason, including charge back, DMS reserves the right to either suspend or terminate your account and all of its obligations under this Agreement.

### **4. Rules of Usage**

#### ***Use of Material Supplied by You***

You agree that by posting, uploading, inputting data, performing, transmitting, or otherwise distributing information or other content ("**User Content**") to or through the Site, you grant DMS and its Representatives a royalty-free, perpetual, non-exclusive, unrestricted, and worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, publicly perform, reformat, display, or sublicense any such User Content in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. You will not be compensated for any User Content. You agree this Agreement allows DMS to publish or otherwise disclose your name, organization affiliation, or other User Content on its website and in a broader context, including, without limitation, in external media sources (e.g., advertising or other promotional materials), as well as in connection with publishing for monetary gain via indirect transaction (e.g., advertising), with no obligation to (i) share any revenues with you, (ii) provide you with any notice, prior or otherwise and (iii) destroy or decommission such publishing or disclosure once they are in existence and this Agreement has been terminated. In addition, please be aware that information you disclose in publicly accessible portions of the Site will be available to all users of the Site, so you should be mindful of personal information and other content you may wish to post.

#### ***Compliance with Intellectual Property Laws***

DMS respects the intellectual property of others, and we ask our users to do the same. When accessing the Site or using the Services, you agree to obey all applicable laws and to respect the intellectual property rights of others. Your use of the Site and the Services is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit or otherwise distribute any information or content (collectively, "**Content**") in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights. You agree to abide by laws regarding copyright ownership and use of intellectual property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights caused by any Content you provide or transmit, or that is provided or transmitted using any user ID or account belonging to you. The burden of proving that any Content does not violate any laws or third party rights rests solely with you.

#### ***Use of the Site by You***

You agree not to disrupt, overwhelm, attack, modify, reverse engineer, or interfere with the Site or its associated software, hardware, or servers in any way, and you agree not to impede or interfere with others' use of the Site. Other than connecting to DMS's servers by http requests using a web browser, you may not attempt to gain access to DMS's servers by any means, including, without limitation, by using administrator passwords or by masquerading as an administrator while using the Site or otherwise. You acknowledge that

DMS has not reviewed and does not endorse the content of all websites linked to/from this Site and is not responsible for the content or actions of any other websites linked to/from this Site. Your linking to any services or website is at your sole risk.

### ***Inappropriate Content***

You agree not to upload, download, display, perform, transmit, or otherwise distribute any Content that (a) is libelous, defamatory, obscene, pornographic, abusive, or threatening; (b) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or foreign law or regulation; or (c) advertises or otherwise solicits funds or is a solicitation for goods or services.

### ***Comments by Others Are Not Endorsed by DMS***

DMS does not necessarily endorse, support, sanction, encourage, verify, or agree with the comments, advertisements, opinions, or statements of third parties contained in the Site. Any information or material placed online are the views and responsibility of those who post or create the statements and do not necessarily represent the views of DMS or its third party providers. You agree that DMS and its third party providers are not responsible, and shall have no liability to you, with respect to any information or materials posted by others, including defamatory, offensive, or illicit material, even material that violates this Agreement.

### ***Indemnification***

You agree to indemnify, defend, and hold harmless DMS and its affiliates, employees, agents, representatives, and third party providers from any and all claims, liabilities, losses, damages, and/or costs (including reasonable attorneys' fees and costs) arising from or related to your acts or omissions, including, without limitation: (a) your submissions to the Site, (b) your access to or use of the Site, (c) your infringement, or infringement by any other user of your account, of any intellectual property or other right of any person or entity, (d) your, or a third party user of your account's, unauthorized use of material obtained through the Site or the Services, (e) your breach of this Agreement, or (f) from any such acts or omissions relating to your use of the Site or the Services.

### ***Editing and Deletions***

DMS reserves the right, but undertakes no duty, to review, edit, move, or delete any material provided for display or placed on the Site, in its sole discretion, without notice.

### ***Additional Rules***

DMS reserves the right to post, from time to time, additional rules of usage that apply to specific parts of the Site. Such additional rules will be posted in the relevant parts of the Site. Your continued use of the Site constitutes your agreement to comply with these additional rules.

### ***Disclaimer of Warranty and Limitation of Liability***

YOU ACKNOWLEDGE THAT YOU ARE USING THE SITE AT YOUR OWN RISK. THE SITE IS PROVIDED "AS IS", AND DMS, ITS AFFILIATES AND ITS THIRD PARTY PROVIDERS HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF ACCURACY, RELIABILITY, TITLE, MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, CONDITION, GUARANTEE, OR REPRESENTATION, WHETHER ORAL, IN WRITING OR IN ELECTRONIC FORM, INCLUDING, BUT NOT LIMITED TO, THE ACCURACY OR COMPLETENESS OF ANY INFORMATION CONTAINED THEREIN OR PROVIDED BY THE SITE. DMS, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, DO NOT REPRESENT OR WARRANT THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR THAT THERE WILL BE NO FAILURES, ERRORS OR OMISSIONS OR LOSS OF TRANSMITTED INFORMATION, OR THAT NO VIRUSES WILL BE TRANSMITTED ON THE SITE. YOU ASSUME THE RISK OF ANY AND ALL DAMAGE OR LOSS FROM USE OF, OR INABILITY TO USE, THE SITE OR ANY OF THE SERVICES.

DMS, ITS AFFILIATES, AND ITS THIRD PARTY PROVIDERS, SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTIES FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND OR NATURE, ALLEGEDLY SUSTAINED

ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PROVIDING OF THE SITE HEREUNDER, THE SALE OR PURCHASE OF ANY PRODUCTS OR SERVICES, YOUR ACCESS TO OR INABILITY TO ACCESS THE SITE, INCLUDING FOR VIRUSES ALLEGED TO HAVE BEEN OBTAINED FROM THE SITE, YOUR USE OF OR RELIANCE ON THE SITE OR ANY OF THE INFORMATION OR MATERIALS AVAILABLE ON THE SITE, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER THE DAMAGES ARISE OUT OF OR ARE RELATED TO BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY OR FORM OF ACTION.

YOU HEREBY AGREE TO RELEASE DMS, ITS REPRESENTATIVES, ITS AFFILIATES AND ITS THIRD-PARTY PROVIDERS, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM CLAIMS, DEMANDS, AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED (“**CLAIMS**”), ARISING OUT OF, IN ANY WAY CONNECTED WITH OR RELATED TO YOUR USE OF THE SITE. IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES, IN PART: “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 OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR”.

### ***Affiliated Sites***

DMS has no control over, and no liability for any third party websites or materials. DMS may work with a number of partners and affiliates whose websites may be linked with the Site. Because neither DMS nor the Site has control over the content and performance of these partner and affiliate websites, DMS makes no guarantees about the accuracy, currency, content, or quality of the information provided by such websites, and DMS assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those websites. Similarly, from time to time in connection with your use of the Site, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that DMS makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, this Agreement shall govern your use of any and all third party content.

### ***Termination or Suspension of Access to the Site***

DMS has the right to terminate or suspend your ability to access the Site or any portion thereof, for any or no reason, without notice.

### ***Jurisdiction***

This Site is controlled and operated by DMS from its offices in the State of California. DMS makes no representation that materials on the Site are appropriate, available, or legal in any particular location. Those who choose to access the Site do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. Your use of or access to the Site should not be construed as DMS’s purposefully availing itself of the benefits or privilege of doing business in any state or jurisdiction other than California. You agree that this Agreement, for all purposes, shall be governed and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

### ***DMS***

The following provision applies to all visitors to the Site (which shall include persons and representatives of legal entities, whether such representatives are persons or digital engines of any kind that crawl, index, scrape, copy, store, or transmit digital content). By accessing this Site, you specifically acknowledge and agree that: (i) the Site’s text, photo, graphic, audio, or video material shall not be published, broadcast, rewritten for broadcast or publication or redistributed directly or indirectly in any medium; (ii) none of the Site’s materials nor any portion thereof may be stored in a computer except for personal and non-commercial use; (iii) DMS and its Representatives will not be held liable for any delays, inaccuracies, errors, or omissions therefrom or in the transmission or delivery of all or any part thereof or for any damages arising from any of the foregoing; (iv) DMS, its Representatives and its Affiliates are intended third party beneficiaries of these terms and

conditions and may exercise all rights and remedies available to them; and (v) DMS reserves the right to audit possible unauthorized commercial use of DMS materials or any portion thereof at any time.

### ***Copyright***

All contents of this Site or Services are Copyright © 2016 dat Mobile Solutions, Inc. All rights reserved.

### ***Mobile Programs***

The following terms and conditions govern your use of mobile programs offered by this Site or DMS (“**Program**”) in addition to any other terms and conditions provided for such Program, so please read them carefully. Your use of any aspect of the Program will constitute your agreement to comply with the terms and conditions of this Agreement.

If you cannot agree with these terms and conditions, please do not use the Program. These terms and conditions may be modified from time to time; the date of the most recent revisions will appear on this page. Continued access to the Program by you will constitute your acceptance of any changes or revisions to the terms and conditions of this Agreement.

Your failure to follow these terms and conditions may result in suspension or termination of your access to the Program, without notice, in addition to our other remedies. We also reserve the right to discontinue the Program, or change the content or formatting of the Program, at any time without notice to you, and to require the immediate cessation of any specific use of the Program.

Your carrier’s standard messaging or data rates apply to all messages initiated from, or data transmitted by, our Site to or from your mobile device. All charges are billed by and payable to your mobile service provider. You agree that the mobile device number you utilize in connection with the Program is registered in your name, and that you will not initiate messaging or data to or from the mobile device of any other person or entity.

You shall have a mobile communications subscription with a participating carrier or otherwise have access to a mobile communications network for which we make the Program available. You shall provide all equipment and software necessary to connect to the Program, including, but not limited to, a mobile hand set or other mobile access device that is in working order and suitable for use, as determined in our sole discretion, in connection with the Program.

You agree not to modify the format or branding of the content provided in the Program (“**Content**”), or to add any materials, including any advertisements or other promotional content, to such Content. The Content is owned by us, our affiliates or licensors and is protected by intellectual property laws. We grant you a limited, non-exclusive, non-transferable, revocable license to download and use the Content on a designated compatible mobile device, solely for your own personal, non-commercial use. You shall not reproduce, modify, perform, transfer, distribute, sell, create derivative works of or otherwise use or make available the Content or the Program except as expressly provided for in this Agreement.

We provide the Program “AS-IS” and shall not be held liable for your use of the information, content, or material contained therein. We will not be liable for any delays in the receipt of any messages as delivery is subject to effective transmission from your network operator. TO THE FULLEST EXTENT ALLOWED BY LAW, WE DISCLAIM ALL WARRANTIES WITH REGARD TO THE PROGRAM, INCLUDING WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

If you do not agree to the terms contained in this Agreement, please exit the Site and immediately cease all other use of the Site and Services.

### ***Miscellaneous***

If, for whatever reason, a court of competent jurisdiction finds any term or condition of this Agreement to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

Nothing contained on the Site should be understood as granting you a license to use any of the trademarks, service marks, or logos owned by DMS or by any third party.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

## **5. Arbitration of Disputes**

DMS AND YOU, BY ACCESSING THE SITE AND USING THE SERVICES, EXPRESSLY WAIVE THE RIGHT TO A JURY TRIAL AND AGREE THAT ANY AND ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SITE OR THE SERVICES (COLLECTIVELY, "**DISPUTES**" AND EACH INDIVIDUALLY A "**DISPUTE**") WILL BE SUBJECT FIRST TO INFORMAL RESOLUTION BETWEEN YOU AND DMS AND, IF SUCH INFORMAL RESOLUTION IS UNSUCCESSFUL, WILL BE SETTLED ON A CONFIDENTIAL BASIS BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("**AAA**") PURSUANT TO THE COMMERCIAL ARBITRATION RULES OF THE AAA, IF NOT INCONSISTENT WITH OTHER PROVISIONS OF THIS AGREEMENT AND CALIFORNIA LAW. ANY SUCH DISPUTES SHALL BE HEARD BEFORE A SOLE NEUTRAL ARBITRATOR WITH AT LEAST FIVE (5) YEARS OF EXPERIENCE ON THE LEGAL SUBJECT OF THE DISPUTE(S) AT ISSUE. THE ARBITRATOR SHALL BE MUTUALLY AGREED TO BY THE PARTIES AND IF THE PARTIES CANNOT AGREE ON A NEUTRAL ARBITRATOR AFTER SIXTY (60) DAYS, THEN THE ARBITRATOR MAY BE APPOINTED BY THE PRESIDING JUDGE OF THE RIVERSIDE SUPERIOR COURT IN THE STATE OF CALIFORNIA UPON APPLICATION BY ANY PARTY. EACH PARTY TO ANY SUCH DISPUTE SHALL PAY ITS OWN ATTORNEYS' FEES AND EXPENSES, AND EACH PARTY AGREES TO PAY HALF OF THE COMPENSATION TO BE PAID TO THE ARBITRATOR.

EXCEPT AS EXPRESSLY STATED IN THIS PARAGRAPH, DISCOVERY SHALL BE AT THE DISCRETION OF THE ARBITRATOR, AND ALLOWED ONLY UPON A SHOWING OF GOOD CAUSE UTILIZING THE FOLLOWING GUIDELINES: (A) THE ARBITRATOR SHALL HAVE DISCRETION TO ORDER PRE-HEARING EXCHANGE OF INFORMATION, INCLUDING, BUT NOT LIMITED TO, THE PRODUCTION OF REQUESTED DOCUMENTS; (B) THE DEPOSITION OF THE CLAIMANT(S) AND RESPONDENT(S) SHALL BE ALLOWED AS A MATTER OF RIGHT. ONE SET OF NO MORE THAN TWENTY-FIVE (25) INTERROGATORIES APPROVED BY THE ARBITRATOR SHALL BE ALLOWED. THERE SHALL BE AN EARLY AND PROMPT DESIGNATION AND EXCHANGE OF THE NAMES, ADDRESSES AND BRIEF STATEMENT OF THE QUALIFICATIONS OF EXPERTS, AND A GENERAL SUBSTANCE OF THE TESTIMONY OF EXPERT WITNESSES WHO MAY BE CALLED UPON TO TESTIFY AT THE ARBITRATION HEARING. DEPOSITIONS OF DESIGNATED EXPERTS SHALL BE ALLOWED BY THE ARBITRATOR AS A MATTER OF RIGHT. THE ARBITRATOR HAS THE POWER TO AWARD INJUNCTIVE RELIEF, BUT DOES NOT HAVE THE POWER TO AWARD PUNITIVE DAMAGES.

THIS CLAUSE SHALL NOT PRECLUDE THE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. DMS AND YOU HERBY SUBMIT TO THE JURISDICTION OF ANY COURT SITTING IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FOR THE PURPOSES OF SEEKING SUCH PROVISIONAL REMEDIES IN AID OF ARBITRATION.

FOR PURPOSES OF THE STATUTE OF LIMITATIONS, THE FILING OF AN ARBITRATION UNDER THIS AGREEMENT IS THE EQUIVALENT OF THE FILING OF A LAWSUIT, AND ANY DISPUTE ARBITRATED UNDER THIS AGREEMENT IS SUBJECT TO ANY APPLICABLE STATUTE OF LIMITATIONS.

YOU MAY OBTAIN ADDITIONAL INFORMATION CONCERNING THE RULES OF AAA BY VISITING THE AAA WEBSITE AT [WWW.ADR.ORG](http://WWW.ADR.ORG).

***Waiver of Class Arbitration***

To the fullest extent permissible under applicable law, any and all Disputes will be resolved by binding confidential arbitration on an individual basis in each party's individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator does not have the power to consolidate more than one (1) person's claims, and may not otherwise preside over any form of a representative or class proceeding. You expressly agree that no other Disputes shall be consolidated or joined with your Dispute, whether through class arbitration proceedings or otherwise. By using, accessing, downloading, installing, obtaining or providing information from or to, this Website, you acknowledge that you are voluntarily and knowingly waiving any right to participate as a representative or member of any class of claimants pertaining to any Dispute.

***Enforcement of Arbitration Award***

The arbitrator's award shall be final and binding on all parties subject to the terms and conditions of this Agreement, and may be entered as a judgment in any court of competent jurisdiction in the County of Riverside, State of California.

**6. Acknowledgement**

THIS AGREEMENT CONSTITUTES A BINDING AGREEMENT. BY USING THE SERVICES OR ACCESSING THE SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, AS IT MAY BE AMENDED FROM TIME TO TIME BY DMS IN ITS SOLE DISCRETION, AND AGREE TO BE BOUND BY IT. YOU AGREE THAT, BY USING THE SITE AND SERVICES, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.