

DINGLE LLC CONSUMER TERMS AND CONDITIONS AGREEMENT

Effective: March 1, 2021

Last revised: March 15, 2021

PLEASE CAREFULLY REVIEW THE DETAILS RELATED TO THE TERMS AND CONDITIONS FOR CONSUMERS. THE TERMS AND CONDITIONS CONSTITUTE A LEGAL AGREEMENT (the "AGREEMENT") BETWEEN YOU AND DINGLE LLC, A NEVADA LIMITED LIABILITY COMPANY ("DINGLE," the "Company," "our," "we," or "us"), AND ANY OF ITS SUBSIDIARIES AND/OR AFFILIATED COMPANIES. IF YOU DISAGREE WITH THE AGREEMENT, YOUR CHOICE IS TO NOT USE DINGLE'S WEBSITE, ONLINE PLATFORM, SOFTWARE APPLICATION, AND SERVICES. BY ACCESSING, YOU AGREE TO THE TERMS AND CONDITIONS AGREEMENT.

By using the product and services (collectively, the "Services"), you agree to be bound by the Agreement and acknowledge and agree to the collection, use, and disclosure of your personal information in accordance with DINGLE's Privacy Policy, which is incorporated in these Terms by reference. Be advised that certain features of the Services may be subject to additional terms and conditions, which are incorporated herein by reference.

Without limiting other rules and prohibitions in the Agreement, by using the Services, you agree that:

- 1) You will only use the Services for lawful purposes and that you will not use the Services for sending or storing any unlawful material or for deceptive or fraudulent purposes. Also, you will not engage in conduct that harms other Consumers, Service Providers, DINGLE employees, or our community;
- 2) You will only use the Services in accordance with all applicable laws, including copyrights, trade secrets, or other rights of any third-party, including privacy or publicity rights;
- 3) You will only access the Services using means explicitly authorized by DINGLE;
- 4) You will never use another Consumer's account, impersonate any person or entity, or forge or manipulate headers or identifiers to disguise the origin of any content transmitted through the Services;
- 5) You will not use the Services to cause nuisance, annoyance or inconvenience;
- 6) You will not use the Services, or any content accessible through the Services, for any commercial purpose, including, but not limited to, contacting, advertising to, soliciting or selling to, any Consumer, Service Provider or Contractor, unless DINGLE has given you prior permission to do so in writing;
- 7) All information provided to us when you register an account or otherwise communicate with us shall be truthful and accurate. If any such information changes, you will promptly notify us of any changes to such information;
- 8) You will keep secure and confidential your account password or any identification credentials we provide you which allows access to the Services;
- 9) You will use the Software and Services only for your own use and will not directly or indirectly resell, license or transfer the Software, Services or content displayed by the Services to a third party;
- 10) You will not attempt to gain unauthorized access to the Services and/or to any account, resource, computer system, and/or network connected to DINGLE;
- 11) You will not try to harm other Consumers, Service Providers, DINGLE, and/or the Services in any way whatsoever;

- 12) You will not engage in threatening, harassing, racist, sexist or any other behavior that DINGLE deems inappropriate when using the Services;
- 13) You will report any errors, bugs, unauthorized access methodologies or any breach of our intellectual property rights that you uncover in your use of the Services;
- 14) You will not attempt to undertake any of the foregoing.

In the event that we believe or determine that you have breached any of the aforementioned, we reserve the right to suspend and/or permanently deactivate your DINGLE account at our sole discretion.

Independent Contractors

You understand and agree that DINGLE provides a technology, online platform and application software (the "Software"), connecting a Consumer with a Service Provider, an independent third-party contractor, who provides the Services. You acknowledge and agree that DINGLE does not itself preform the Services, and has no responsibility or liability for the acts or omissions of any Service Provider. DINGLE will not assess or guarantee the suitability, legality or ability of any Service Provider. DINGLE has no responsibility or liability for acts or omissions by any Service Provider.

Consumer Account

Consumers may be required to register for an account to take advantage of the Services. In doing so, you must provide accurate, current, and complete information during the registration process and at all other times when you use the Services, and to update the information to keep it accurate, current, and complete. Your account is specific to you and therefore you are the sole authorized user of any account you create through the Software and for the Services. You are solely and fully responsible for all activities that occur under your password or account. You agree that you shall monitor your account to prevent use by minors, and you will accept full responsibility for any unauthorized use of your password or your account. You may not authorize others to use your account, and you may not assign or otherwise transfer your account to any other person or entity. Should you suspect that any unauthorized party may be using your password or account, you must immediately notify DINGLE via e-mail (admin@godingle.com). DINGLE will not be liable and you may be liable for losses, damages, liability, expenses, and fees incurred by DINGLE or a third-party arising from someone else using your account, regardless of whether you have notified us of such unauthorized use. If you provide any information that is untrue, inaccurate, not current, or incomplete, or DINGLE has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, DINGLE has the right to suspend or terminate your account and refuse any and all current or future use of the Services (or any portion thereof). If you have been previously removed by DINGLE, or if you have been previously banned from use of the Software and/or the Services, you agree not to create a new account or access the Software for the Services.

Intellectual Property

All Intellectual Property, including, but not limited to, all copyright, database rights, trademarks (whether registered or unregistered), design rights (whether registered or unregistered), patent applications, patents, and other intellectual property rights of any nature in the Software, together with the underlying software code and any and all rights in, are proprietary and owned either directly by DINGLE or by DINGLE's licensors and are protected by applicable intellectual property and other laws. This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Software or the Services, or any intellectual property rights owned by DINGLE. You agree that you will not remove, alter

or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Software or the Services.

Payment Terms

1. **Prices & Charges.** You understand that: (a) DINGLE has no obligation to itemize its costs, profits or margins when publishing its prices for the Services; and (b) DINGLE reserves the right to change such prices at any time, at its discretion. For certain transactions, the subtotals shown at checkout are estimates that may be higher or lower depending on the completion of the Services. In those situations, DINGLE reserves the right to charge your payment method the final price after checkout. You are liable for all transaction taxes on the Services provided under this Agreement. In the event that the charge to your payment method may incorrectly differ from the total amount, including subtotal, fees, and gratuity, displayed to you at checkout and/or after gratuity is selected, DINGLE reserves the right to make an additional charge to your payment method after the initial charge so that the total amount charged is consistent with the total amount displayed to you at checkout and/or after gratuity is selected. All payments will be processed by DINGLE its payments processor, using the preferred payment method designated in your account. If your payment details change, your card provider may provide us with updated card details. We may use these new details or details from other cards on file in order to help prevent any interruption to your Use of the Services. If you would like to use a different payment method or if there is a change in payment method, please update your billing information.
2. **No Refunds.** Charges paid by you for completed and delivered orders are final and non-refundable. DINGLE has no obligation to provide refunds or credits, but may grant them, in each case in DINGLE's sole discretion.
3. **Fees for Services.** DINGLE may change the fees for the Software and/or the Services as we deem necessary or appropriate for our business, including, but not limited to, Service Fees, Additional Clean-Up Fees, and/or Surge Fees.

Dispute Resolution

YOU agree that in the event of any dispute with DINGLE, you shall first attempt to resolve the dispute in good-faith informal efforts prior to mediation. If, however, subsequent informal mediation efforts do not result in an amicable resolution, the dispute shall be submitted to binding arbitration as set forth below. To initiate any dispute resolution, you shall timely notify DINGLE via e-mail (admin@godingle.com) that you intend to initiate a dispute resolution, and shall provide a detailed description of your claim.

The mediation shall be held before a neutral attorney or mediator having at least ten (10) years of business experience or a retired judge ("Qualified Mediator"). Within ten (10) days of a demand for mediation, you and DINGLE (collectively, the "parties"), shall attempt to mutually agree on a Qualified Mediator. If the parties agree on the selection of a Qualified Mediator, the mutually selected Qualified Mediator shall be appointed for the parties' mediation. If the parties are unable to mutually select a Qualified Mediator, they shall each select a Qualified Mediator and the two (2) Qualified Mediators shall then select a third neutral Qualified Mediator who shall mediate the parties' dispute. Any selected mediator who is unable or unwilling to fulfill his or her duties may be replaced. Subject to the mediator's availability, the parties will make best efforts to have the mediation scheduled and held within fifteen (15) days of a demand. The parties shall split and pay for the fees and costs charged by the mediator equally. Any party who fails to participate in the mediation shall waive their right to collect attorneys' fees and costs as provided for in this Agreement.

If the parties are unable to resolve their dispute in mediation, the parties shall submit their dispute to binding arbitration. In the event arbitration is necessary, the parties shall attempt to mutually agree upon the selection of a neutral arbitrator who shall be a business attorney or arbitrator having at least ten (10) years of experience, or a retired judge, or the Qualified Mediator previously selected for the parties' mediation, if the parties mutually agree to the continued services of the Qualified Mediator for the binding arbitration ("Qualified Arbitrator"). If the parties are unable to mutually agree on the selection of a Qualified Arbitrator, each party shall select a Qualified Arbitrator and the two (2) so selected shall select a third Qualified Arbitrator who shall arbitrate the parties' dispute. The Qualified Arbitrator shall have the power to hear any and all disputes by and between the parties arising from this Agreement or the subject matter of this Agreement, hear discovery disputes, and to award attorneys' fees and costs to a prevailing party. Unless otherwise agreed to by the parties, any decision or award as a result of the arbitration proceeding shall be binding upon the parties, in writing, and shall provide an explanation for all conclusions of law and findings of fact and shall include an assessment of costs, expenses, and reasonable attorney's fees and costs.

The parties mutually agree that by entering into this Agreement to resolve matters through mediation or to arbitrate if mediation is unsuccessful, both waive their right to have any dispute or claim brought, heard or arbitrated as, or to participate in, a class action, collective action and/or representative action and an arbitrator shall not have any authority to hear or arbitrate any class, collective or representative action, or to award relief to anyone but the individual in arbitration ("Arbitration Class Action Waiver"). Notwithstanding any other clause contained in this Agreement or the CPR Rules, as defined below, any claim that all or part of this Arbitration Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. In any case in which (1) the dispute is filed as a class, collective, or representative action and (2) there is a final judicial determination that all or part of the Arbitration Class Action Waiver is unenforceable, the class, collective and/or representative action to that extent must be litigated in a civil court of competent jurisdiction, but the portion of the Arbitration Class Action Waiver that is enforceable shall be enforced in arbitration. All other disputes with respect to whether this Dispute Resolution Provision is unenforceable, unconscionable, applicable, valid, void or voidable, and all disputes regarding the payment of arbitrator or arbitration-organization fees including the timing of such payments and remedies for nonpayment, shall be determined exclusively by an arbitrator, and not by any court. For sake of clarification only, nothing in this paragraph shall be construed to prohibit settlements on a class-wide, collective, and/or representative basis.

To the extent allowed by applicable law, separate and apart from the Arbitration Class Action Waiver, you agree that any proceeding to litigate in court any dispute arising out of or relating to this Agreement, whether because you to abide by the Dispute Resolution Provision or any other reason, will be conducted solely on an individual basis, and you agree not to seek to have any controversy, claim or dispute heard as a class action, a representative action, a collective action, a private attorney-general action, or in any proceeding in which you act or propose to act in a representative capacity. You further agree that no proceeding will be joined, consolidated, or combined with another proceeding, without the prior written consent of all parties to any such proceeding. If a court of competent jurisdiction determines that all or part of this provision is unenforceable, unconscionable, void or voidable, the remainder of this Agreement shall remain in full force and effect.

YOU AND DINGLE WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND RECEIVE A JUDGE OR JURY TRIAL. The parties are instead electing to have claims and disputes resolved by

arbitration, as described above. There is no judge or jury in arbitration, and court review of an arbitration award is limited. This provision will survive any termination of your relationship with DINGLE.

Indemnity

You agree to indemnify, protect and hold harmless DINGLE, including all subsidiary and/or affiliated companies, as well as its and their past and present successors, assigns, officers, owners, directors, agents, representatives, attorneys, and employees (each, and "Indemnified Party"), from any and all claims, demands, damages, suits, losses, penalties, fines, expenses, liabilities and causes of action arising directly or indirectly from, as a result of or in connection with (1) your user content; (2) your misuse of the Software related to the Services, (3) your breach of this Agreement or any representation, warranty or covenant in this Agreement; or (4) your violation of any applicable laws, rules or regulations through or related to the use of the Software.

In the event of any claim, allegation, suit or proceeding alleging any matter potentially covered by the agreements in this Section, you agree to pay for the defense of the Indemnified Party, including, but not limited to, reasonable costs and attorneys' fees incurred by the Indemnified Party. DINGLE reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with DINGLE in asserting any available defenses. This provision does not require you to indemnify any Indemnified Party for any unconscionable commercial practice by such party, or for such party's negligence, fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Software and/or the Services. You agree that the provisions in this section will survive any termination of your account, this Agreement, or your access to the Software and/or the Services.

Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE FULLEST EXTENT OF LAW, YOUR USE OF DINGLE'S ONLINE PLATFORM AND APPLICATION SOFTWARE FOR THE SERVICES IS ENTIRELY AT YOUR OWN RISK. CHANGES ARE PERIODICALLY MADE TO THE SOFTWARE AND THE SERVICES AND MAY BE MADE AT ANY TIME WITHOUT NOTICE TO YOU. THE SOFTWARE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DINGLE MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS OR TIMELINESS OF THE CONTENT MADE AVAILABLE THROUGH THE SOFTWARE OR THE SERVICES, COMMUNICATIONS, MAPPING, GRAPHICS OR LINKS.

AT NO TIME DOES DINGLE WARRANT THAT THE SOFTWARE OR THE SERVICES WILL OPERATE ERROR-FREE OR THAT THE SOFTWARE OR THE SERVICES ARE FREE OF COMPUTER VIRUSES AND OTHER HARMFUL MALWARE. IF YOUR USE OF THE SOFTWARE OR THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, DINGLE SHALL NOT BE RESPONSIBLE FOR THOSE ECONOMIC COSTS.

Internet Connection

Reliability of the Software depends on your Internet connection. Therefore, the application and the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. Except as required by applicable law, DINGLE is not responsible for any delays, service failures, loss or injury resulting from such problems.

Termination of Agreement

If you violate this Agreement, DINGLE may respond based on a number of factors including, but not limited to, the egregiousness of your actions and whether a pattern of harmful behavior exists. In addition, at its sole discretion, DINGLE may modify or discontinue your account and/or the Services, or may modify, suspend or terminate your access to the Software, for any reason, with or without notice to you and without liability to you or any third-party. In addition to suspending or terminating your access, DINGLE reserves the right to take appropriate legal action, including without limitation, pursuing civil, criminal or injunctive redress. Even after your right to use your account and/or the Services is terminated, this Agreement will remain enforceable against you. All provisions which by their nature should survive to give effect to those provisions shall survive the termination of this Agreement.

Miscellaneous Provisions and Terms

Entire Agreement. This Agreement contains the entire agreement related to the subject matter of this Agreement and that the terms of this Agreement are contractual, material, and not a mere recital. This Agreement shall not be modified, altered, changed or amended in any respect, unless in writing. This Agreement supersedes any prior contract between the parties.

No Assignment. This Agreement shall not be assigned to any other party or entity without the express written consent of the non-assigning party. Any attempted and/or actual assignment or transfer of this Agreement, without the express written consent of the non-assigning party, is void and of no force or effect, and any such attempt and/or actual assignment or transfer shall grant the non-assigning party the option to terminate this Agreement, as determined in the non-assigning party's sole and absolute discretion.

No Waiver. The failure of a party, at any time, to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right, or remedy herein contained, or available pursuant to applicable law, shall not be construed as a waiver or relinquishment of such term, provision, option, right, or remedy, and the same shall continue and remain in full force and effect. No waiver by a party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party, and no previous waiver shall operate as a continuing waiver.

Notices. Any notices, requests, demands, and/or other electronic communications required or permitted under this Agreement shall be in writing and shall be deemed effective upon receipt, if transmitted by e-mail or other electronic means, with acknowledgment of receipt by the other party, not including an automatic reply. For that reason, DINGLE requires that you provide your most current e-mail address. In the event that the last e-mail address you provided to DINGLE is invalid, or for any reason is not capable of delivering to you any notices required or permitted by this Agreement, DINGLE's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

Electronic Communications. For contractual purposes, you (1) consent to receive communications from DINGLE in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that DINGLE provides to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

Effect of Headings. All headings in this Agreement are included solely for convenient reference, are not intended to be full and accurate descriptions of the contents of this Agreement, shall not be deemed a part of this Agreement, and shall not affect the meaning or interpretation of this Agreement.

Severability. If any provision of this Agreement or its application to any party or circumstances is held in whole or in part to be invalid or unenforceable to any extent for any reason, the remainder of this Agreement shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, a mediator, arbitrator, or court of competent jurisdiction making such determination is authorized and instructed to modify this Agreement so as to make any unenforceable terms and/or provisions enforceable such that the transactions and agreements contemplated herein are consistent with the best estimation and understanding of the parties' original intent.

Recovery of Litigation Costs. Subject to any other limitations provided for in this Agreement, if any legal action, mediation, arbitration, or other proceeding is brought to enforce this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred during and prior to that action or proceeding, in addition to any other relief deemed available, and regardless of whether the legal action, mediation, arbitration, or other proceeding is terminated by judgment, settlement, or other means.

Choice of Law and Venue. This Agreement shall be construed, interpreted, and enforced in accordance with, and governed by, the rules of law of Nevada.

Contacting the Company

If you have any questions or concerns relating to the Terms please contact us at:

admin@godingle.com

DINGLE, LLC
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