

Terms of Service

Last modified: June 28, 2023

1. Acceptance of the Terms of Service

Welcome to CDTech ("Company", "we" or "us"). The following terms and conditions (together with any documents referred to in them) (collectively, these "Terms of Service") apply to your use of our services, including any content, functionality, and services offered on or through our platform (the "Service"), whether as a guest or a registered user.

Please read these Terms of Service carefully before you start to use the Service. By using the Service, opening an account, or by clicking to accept or agree to the Terms of Service, you accept and agree to be bound and abide by these Terms of Service and our Privacy Policy, incorporated herein by reference. If you do not agree to these Terms of Service or the Privacy Policy, you must not access or use the Service.

The Service is offered and available to users who are 18 years of age or older. By using the Service, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Service.

By accepting these Terms of Service, you are expressly stating that you are entering into this agreement in compliance with your local and state laws and regulations. If use of our service breaches your local or state laws, do not use the Service.

2. Changes to the Terms of Service

We may revise and update these Terms of Service from time to time at our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Service thereafter. Any usage of the Service after a change in Terms will be seen as an acceptance of the altered Terms. We reserve the right to periodically revise, modify, add, or delete portions of our Terms of Service at any time, at our discretion, and without prior notice.

Your continued use of the Service following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page frequently, so you are aware of any changes, as they are binding on you.

3. Accessing the Service and Account Security

We reserve the right to withdraw or amend the Service, and any service or material we provide on the platform, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to users, including registered users.

You are responsible for:

- a. Making all arrangements necessary for you to have access to the Service.
- b. Ensuring that all persons who access the Service through your internet connection are aware of these Terms of Service and comply with them.
- c. Acknowledging and accepting that the Company holds no responsibility for any potential breach of third-party service Terms of Service resulting from your use of the Service, including any tool or information provided by the Service. Such potential breaches are solely and wholly your responsibility.
- d. Acknowledging and accepting that the Company might provide certain tools, guides, and mechanisms to help you interact more effectively with third-party platforms. These are strictly meant for educational, research, and entertainment purposes only. The Company holds no responsibility for any potential violation of third-party service Terms of Service resulting from your use of the Service. Such potential breaches are solely and wholly your responsibility.

To access the Service or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide on the platform is correct, current, and complete. You agree that all information you provide to register with the Service or otherwise, including, but not limited to, through the use of any interactive features, is governed by our Privacy Policy, and you consent to all actions we take concerning your information, consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to the Service or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information. The accuracy of the information you provide is solely your responsibility, and the Company will not be held accountable for any repercussions arising from false or misleading information. In the event that any account security breaches occur due to the sharing or mishandling of your account details, the Company will not be held liable for any losses or damages.

We have the right to disable any username, password, or other identifiers, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Service.

4. Subscription and Payments

Some parts of the Service may be billed on a subscription basis. You will be billed in advance and on a recurring basis. To process payments, CDTech uses third-party services like Whop. By selecting a subscription plan, you agree to share relevant payment information with our third-party payment processors and comply with their terms of service. By purchasing a subscription, the user agrees not misuse the provided tools and services for fraudulent activities or violate any local laws or regulations.

All subscription plans are non-refundable unless explicitly stated or at our discretion based on the situation. In cases where refunds are granted, we reserve the right to apply fees to cover the cost of services already provided. If a subscription is associated with, or used in connection with, an account or service which is suspended, terminated or altered due to actions outside of our control, we hold no responsibility for the continuation of the subscription service or any refund requests. Subscriptions are tied exclusively to our services and do not guarantee usability or availability in association with any third-party platforms or services.

While purchasing a subscription, you understand that these services are provided with the express understanding that CDTech is not engaged in rendering any professional advice or service. If legal or other professional advice is required, services of a competent professional person should be sought. Before making any decision or taking any action, you should consult a professional advisor.

5. User Contributions and Conduct

You understand that user contributions, whether publicly posted or privately transmitted, are the sole responsibility of the person originating the user contribution. This means that you, and not CDTech, are entirely responsible for all user contributions that you post, upload, email, transmit, or otherwise make available through the Service. You are also wholly liable for your conduct in utilizing our tools and services. You also agree not to exploit our services for illegal activities or in a manner that infringes upon the rights of others or violates the law. You agree that you bear all legal responsibilities and consequences arising out of such actions. User participation in our offered services is conducted at their discretion and individual understanding of implicated third-party terms of services or user agreements. We offer mechanisms, not agendas. The application of our tools and methods to third-party services is a choice made by each user independently. We are not responsible for the repercussions within third-party services resulting from the use of our mechanisms.

You also agree not to use the Service:

- a. For any unlawful purposes or in furtherance of illegal activities, including but not limited to utilizing our tools and services in a manner that breaches the Terms of Service or violates the legal rights (including the rights of publicity and privacy) of others.
- b. To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity, or to misrepresent your affiliation with any person or entity.
- c. To employ our tools or services in a manner that attempts to probe, scan, or test the vulnerability of any system or network, or to breach security or authentication measures without proper

authorization.

d. To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us, may harm the Company, users of the Service, or expose them to liability.

f. To exploit our guides, tools, and services in any manner that violates the terms and conditions or breaches the security of third-party platforms or services. We provide you with information and tools and it's completely your discretion to determine how to use them. Any repercussions caused by the use of information, tools, or services provided by us on any third-party platforms resulting in a violation of their terms and conditions, rules or regulations is solely your responsibility.

Through utilization of our Service, you recognize that any contribution or action found to be in violation of these provisions and requirements may result in immediate termination of your access to our Service, at our discretion. Using services in contravention of these conditions constitutes a breach of these Terms of Service, and CDTech reserves the right to terminate access to the Service in such cases with immediate effect, without notice, and not limited to legal action where deemed necessary.

6. Intellectual Property Rights

The Service and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our platform, except as follows:

- a. You may print or download one copy of a reasonable number of pages of the Service for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- b. If we provide desktop, mobile or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

7. Indemnification

You agree to indemnify, defend, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your use of the Service, your violation of these Terms of Service, or your violation of any rights of a third-party. In case of a breach of these terms by a user, you agree to indemnify CDTech, its directors, employees, partners, and service providers for any loss, liability or legal expenses that

may arise as a result of such a breach. If any action is brought against the Company due to such a breach, you agree to indemnify the Company for any and all liabilities, losses, damages, costs, and expenses incurred as a result, including but not limited to reasonable attorney's fees and costs of litigation.

8. User Responsibilities and Disclaimer

By using CDTech services, you represent and warrant that you are solely responsible for complying with all laws, regulations, and Terms of Services associated with the third-party businesses or services you access or use in connection with our Service.

You agree not to use our Service for any unlawful activities, explicitly including but not limited to identity theft, deception, or fraudulence. You understand and agree that CDTech neither supports nor endorses such practices, and all information, tools, and services we provide are intended for legitimate and lawful applications.

Our tools and information should not be used to violate the Terms of Service of any organization or business. When using our Service, if you are uncertain about the legality or legitimacy of your actions under the Terms of Services of other businesses or organizations, you should cease using our Service for that purpose.

Users must use our Service responsibly. Any misuse of the service, such as extracting data for illegal or unethical purposes, is strictly prohibited. Breach of this agreement could result in legal action against the user, and CDTech will not be held accountable for any transgressions by the user.

CDTech holds no responsibility or liability for any consequences, legal, or otherwise, that result from the use of our Service. Your use of our Service is a tacit agreement that you absolve CDTech of any legal responsibility resulting from your actions.

Each user must make their own independent assessment as to whether the use of our tools and services is suitable for their own purposes, and should check with the relevant third parties to ensure compliance with their terms of service, rules, and regulatory guidelines. In the event of any loss or damage due to violation of third-party terms of service or regulations due to the application of our tools, information, or guide, the Company shall not be held liable.

By continuing to use our Service, you accept and agree to these User Responsibilities and Disclaimers, acknowledging a clear understanding of the potential legal implications and choosing to proceed at your risk. While we provide information and toolsets aimed at optimizing online interactions, we never encourage activities which violate terms of service or legality in any form. The decision on how you use our tools and information, and the perception of whether those uses breach foreign terms of service or legality is your responsibility. We assume no liability for repercussions of actions taken utilizing our tools and information.

9. Governing Law and Jurisdiction

All matters relating to the Service and these Terms of Service and any dispute or claim arising therefrom or related thereto shall be governed by and construed following the internal laws of the State of Georgia without giving effect to any choice or conflict of law provision or rule.

10. Waiver and Severability

No waiver of these Terms of Service by the Company shall be deemed a further or continuing waiver of such term or condition or any other term or condition. Any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of the Terms of Service will continue in full force and effect.

11. Entire Agreement

The Terms of Service and our Privacy Policy constitute the entire agreement between you and us with respect to the Service and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the Service.

12. Contact Information

All feedback, comments, requests for technical support, and other communications relating to the Service should be directed to: support@cdtech.online

13. Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, in our sole discretion, for any reason whatsoever, including, without limitation, if you breach the Terms of Service. If we do so, you do not have the right to any refunds for any unused portion of the subscription. If your account is terminated due to your violation of the Terms of Service or engaging in any illegal activity via our service, you will not be entitled to any refund of unused subscription fees, and may be subject to additional fees or legal action.

In case you exploit a loophole, error, or oversight in the third-party platform using the methodologies or tools provided by us, the Company holds the right to terminate your services without any prior notice or explanation.

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

14. No Warranty; Limitation of Liability

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE PLATFORM OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL THE COMPANY, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE SERVICE, ANY CONTENT PROVIDED ON THE SERVICE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, AND LOSS OF DATA.

WHEN USING THE SERVICE, YOU MAY BE GUIDED TO ENGAGE WITH THIRD PARTY SERVICES OR PLATFORMS. THE COMPANY HOLDS NO LIABILITY OR RESPONSIBILITY FOR ANY INTERACTION, TRANSACTION, OR ATTEMPTED TRANSACTION BETWEEN YOU AND ANY THIRD PARTY SERVICE OR PLATFORM. YOU ACKNOWLEDGE THAT YOUR USE OF SUCH THIRD PARTY SERVICES OR PLATFORMS IS AT YOUR OWN RISK AND THAT ANY WARRANTY, WHETHER EXPRESS OR IMPLIED, IS SOLELY BETWEEN YOU AND THE THIRD PARTY SERVICE OR PLATFORM. ADDITIONALLY, THE COMPANY MAKES NO WARRANTY REGARDING THE ACCURACY OR LEGALITY OF ANY INFORMATION, PRODUCTS, SERVICES, OR PROCESSES OFFERED OR USED BY YOU OR THIRD PARTIES.

15. Modifications

We reserve the right, at our sole discretion, to modify or replace these Terms of Service at any time to accommodate new services or features on the platform. If a revision is material, we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms.

By continuing to access or use our Service after any revisions become effective, you agree to be

bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

16. Dispute Resolution

In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms of Service, you and the Company shall use good faith efforts to consult and negotiate with each other in order to reach a mutually satisfactory resolution. If such efforts prove to be unsuccessful, either you or the Company may submit any disputes to be resolved through binding arbitration, under the rules of the American Arbitration Association. The arbitrator's decision shall be final and binding on both parties. Judgment on the award rendered by the arbitrator may be entered into any court having jurisdiction thereof.

17. Assignment

You may not assign your rights or obligations under these Terms of Service to any other party without the prior written consent of the Company. The Company may assign or transfer its rights and obligations under these Terms of Service to any third party without your consent.

18. Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under these Terms of Service which is due to an event beyond the control of such party, including, but not limited to, any act of God, terrorism, war, political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood, or any other natural or man-made eventuality outside of our control. Neither party shall be held accountable for any failure to perform any obligations under these Terms of Service, which are due to events outside reasonable control, like natural disasters, cyber-attacks or any other major disruptions.

19. Waiver

No waiver by the Company of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

By using CDTech's Service, you consent to the terms outlined in these Terms of Service. If you have any questions or concerns, please contact us at support@cdtech.online.

20. Severability

In the event that any provision (or part of a provision) of these Terms of Service is found by a competent court to be invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these Terms of Service, and the validity and

enforceability of the other provisions of these Terms of Service shall not be affected. In such a case, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid, and enforceable and, to the greatest extent possible, achieves the parties' original commercial intention.

21. Acknowledgment

You acknowledge that you have read these Terms of Service, understand them, and agree to be bound by their terms and conditions. You also agree that these Terms of Service, together with the Privacy Policy, which is incorporated by reference, constitute the complete and exclusive statement of agreement between you and the Company and supersede all previous agreements, negotiations, commitments, and representations relating to the subject matter of these Terms of Service, whether written or oral.

If you have any questions or concerns regarding these Terms of Service, please contact us at support@cdtech.online.