

- o [DISCLAIMER](#)
- o [Privacy Policy](#)
- o [COOKIES POLICY](#)
- o [TERMS AND CONDITIONS](#)

# **DISCLAIMER**

The information contained in this mobile application is for general information purposes only. The information is provided by Mobile Application (“**Dyno Dash**” or “**we**”).

You understand and agree that we (A) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (B) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user through the use of the **Dyno Dash** Mobile Application including loss of data or information or any kind of financial or physical loss or damage.

## **General:**

The Mobile Application, its content, and service are provided on an “as is” and “as available” basis without any warranties of any kind, including that the mobile application will operate error-free or that the mobile application, its servers, content, or its service are free of computer viruses or similar contamination or destructive features. Although **Dyno Dash** seeks to maintain safe, secure, accurate, and well-functioning services, we cannot guarantee the continuous operation of or access to our services, and there may at times be inadvertent technical or factual errors or inaccuracies.

## **A. No warranties.**

**Dyno Dash** specifically (but without limitation) disclaims

- a. Any implied warranties of merchantability, fitness for a particular purpose, quiet enjoyment, or non-infringement; and
- b. Any warranties arising out of course-of-dealing, usage, or trade. You assume all risk for any/all damages that may result from your use of or access to the services. **Dyno Dash** shall not be

responsible for the loss of, damage to, or unavailability of any information you have made available through the services, and you are solely responsible for ensuring that you have backup copies of any information you have made available through the services.

**B. No guarantee of accuracy.**

**Dyno Dash** does not guarantee the accuracy of and disclaims all liability for, any errors or other inaccuracies in the information, content, recommendations, and materials made available through the services.

**C. No warranties regarding third parties.** **Dyno Dash** makes no representations, warranties, or guarantees, express or implied, regarding any third-party service or information provided by a third party.

**Technical Disclaimer:**

Every effort is made to keep the mobile application up and running smoothly. However, **Dyno Dash** takes no responsibility for, and will not be liable for, the mobile application being temporarily unavailable due to technical issues beyond our control.

If you require any more information or have any questions about our Mobile application's disclaimer, please feel free to contact us by email at [oq928873@gmail.com](mailto:oq928873@gmail.com).

# **Privacy Policy**

**Last updated** [January 24<sup>th</sup>, 2022]

Our Privacy Policy forms part of and must be read in conjunction with, Mobile Application Terms and Conditions. We reserve the right to change this Privacy Policy at any time.

We respect the privacy of our users and every person who visits our Mobile Application Dyno Dash. Here, we are committed to protecting your personal information and your right to privacy. If you have any questions or concerns about our policy or our practices with regards to your personal information, please contact us at oq928873@gmail.com.

When you visit our Mobile Application Dyno Dash ("Mobile Application") and use our services, you trust us with your personal information. We take your privacy very seriously. In this privacy notice, we describe our privacy policy. We seek to explain to you in the clearest way possible what information we collect, how we use it, and what rights you have concerning it. We hope you take some time to read through it carefully, as it is important. If there are any terms in this privacy policy that you do not agree with, please discontinue the use of our Mobile Application and our services.

## **ABOUT US**

Dyno Dash is a meticulously design app for Games lovers.

We are located in Canada.

**Please read this privacy policy carefully as it will help you make informed decisions about sharing your personal information with us.**

## **1. WHAT INFORMATION DO WE COLLECT?**

The personal information you disclose to us

We collect personal information that you voluntarily provide to us when registering with us, expressing an interest in obtaining information about us or our products and services, when participating in activities on the Mobile Application, or otherwise contacting us.

The personal information that we collect depends on the context of your interactions with us and the Mobile Application, the choices you make, and the services and features you use. The personal information we collect can include the following:

**Name and Contact Data.** We collect your Name, Age, Gender, and related details.

**Access.** We will access the following once the user allow:

- Internet Access
- Media Access
- Storage Access
- Background Services Access

### **Information automatically collected**

We automatically collect certain information when you visit, use or navigate the Mobile Application. This information does not reveal your specific identity (like your name or contact information) but may include device and usage information, such as your IP address, browser, and device characteristics, operating system, language preferences, referring URLs, device name, country, location, information about how and when you use our Mobile Application and other technical information. If you access our Mobile Application with your mobile device, we may automatically collect device information (such as your mobile device ID, model, and manufacturer), operating system, version information, and IP address. This information is primarily needed to maintain the security and operation of our Mobile Application, and for our internal analytics and reporting purposes.

Like many businesses, we also collect information through cookies and similar technologies. You can find out more about this in our [Cookie Policy](#).

### **Information collected from other Sources**

We may obtain information about you from other sources, such as public databases, joint marketing partners, social media platforms (such as Facebook), as well as from other third parties.

## **2. HOW DO WE USE YOUR INFORMATION?**

We use your personal information for these purposes in reliance on our legitimate business interests (“Business Purposes”), to enter into or perform a contract with you (“Contractual”), with your consent (“Consent”), and/or for compliance with our legal

obligations (“Legal Reasons”). We indicate the specific processing grounds we rely on next to each purpose listed below.

We use the information we collect or receive:

- **To send administrative information to you** related to your account, our business purposes, and/or for legal reasons. We may use your personal information to send you a product, service, new feature information, and/or information about changes to our terms, conditions, and policies.
- **Deliver targeted advertising to you** for our Business Purposes and/or with your Consent. We may use your information to develop and display content and advertising (and work with third parties who do so) tailored to your interests and/or location and to measure its effectiveness. [For more information, see our [Cookie Policy](#).
- **Request Feedback** for our Business Purposes and/or with your Consent. We may use your information to request feedback and to contact you about your use of our Mobile Application.
- **To protect our Mobile Application** for Business Purposes and/or Legal Reasons. We may use your information as part of our efforts to keep our Mobile Application safe and secure (for example, for fraud monitoring and prevention).
- **To enforce our terms, conditions, and policies** for our business purposes and as legally required.
- **To respond to legal requests and prevent harm** as legally required. If we receive a subpoena or other legal request, we may need to inspect the data we hold to determine –how to respond.
- **For other Business Purposes.** We may use your information for other Business Purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns, and evaluating and improving our Mobile Application, services, marketing, and experience.

### 3. WILL YOUR INFORMATION BE SHARED WITH ANYONE?

We only share and disclose your information in the following situations:

- **Compliance with Laws.** We may disclose your information where we are legally required to do so to comply with applicable law, governmental requests, a judicial proceeding, court order, or legal processes, such as in response to a court order or a subpoena (including in response to public authorities to meet national security or law enforcement requirements).
- **Vital Interests and Legal Rights.** We may disclose your information where we believe it is necessary to investigate, prevent, or take action regarding potential violations of our policies, suspected fraud, situations involving potential threats to the safety of any person, and illegal activities, or as evidence in litigation in which we are involved.

- **Merchants, Consultants, and Other Third-Party Service Providers.** We may share your data with third-party Merchants, service providers, contractors, or agents who perform services for us or on our behalf and require access to such information to do that work.
- **Business Transfers.** We may share or transfer your information in connection with, or during negotiations of, any merger, sale of company assets, financing, or acquisition of all or a portion of our business to another company.
- **Affiliates.** We may share your information with our affiliates, in which case we will require those affiliates to honor this privacy policy. Affiliates include our parent company and any subsidiaries, joint venture partners, or other companies that we control or that are under common control with us.
- **Business Partners.** We may share your information with our business partners to offer you certain products, services, or promotions.
- **With your Consent.** We may disclose your personal information for any other purpose with your consent.
- **Other Users.** When you share personal information (for example, by posting comments, contributions, or other content to the Mobile Application) or otherwise interact with public areas of the Mobile Application, such personal information may be viewed by all users and may be publicly distributed outside the Mobile Application in perpetuity.

## 4. DO WE USE COOKIES AND OTHER TRACKING TECHNOLOGIES?

We may use cookies and similar tracking technologies (like web beacons and pixels) to access or store information. Specific information about how we use such technologies and how you can refuse certain cookies is set out in our [Cookie Policy](#).

## 5. IS YOUR INFORMATION TRANSFERRED INTERNATIONALLY?

Information collected from you may be stored and processed globally in various countries in which our Company or agents or contractors maintain facilities, and by accessing our apps and using our services, you consent to any such transfer of information outside of your country.

Such countries may have laws that are different, and potentially not as protective, as the laws of your own country. Whenever we share personal data originating in the European Economic Area we will rely on lawful measures to transfer that data, such as the Privacy Shield or the EU standard contractual clauses. If you reside in the EEA or other regions with laws governing data collection and use, please note that you are agreeing to the transfer of your personal data to the countries in which we operate. By providing your personal data, you consent to any transfer and processing in accordance with this Policy. We will not transfer your personal information to an overseas recipient.

## 6. WHAT IS OUR STANCE ON THIRD-PARTY WEBSITES?

The Mobile Application may contain advertisements from third parties that are not affiliated with us and which may link to other websites, online services, or mobile applications. We cannot guarantee the safety and privacy of the data you provide to any third parties. Any data collected by third parties is not covered by this privacy policy. We are not responsible for the content or privacy and security practices and policies of any third parties, including other websites, services, or applications that may be linked to or from the Mobile Application. You should review the policies of such third parties and contact them directly to respond to your questions.

## 7. HOW LONG DO WE KEEP YOUR INFORMATION?

We will only keep your personal information for as long as it is necessary for the purposes set out in this privacy policy unless a longer retention period is required or permitted by law (such as tax, accounting, or other legal requirements).

When we have no ongoing legitimate business need to process your personal information, we will either delete or anonymize it, or, if this is not possible (for example, because your personal information has been stored in backup archives), then we will securely store your personal information and isolate it from any further processing until deletion is possible.

## 8. HOW DO WE KEEP YOUR INFORMATION SAFE?

We have implemented appropriate technical and organizational security measures designed to protect the security of any personal information we process. However, please also remember that we cannot guarantee that the internet itself is 100% secure. Although we will do our best to protect your personal information, the transmission of personal information to and from our Mobile Application is at your own risk. You should only access the services within a secure environment.

## 9. DO WE COLLECT INFORMATION FROM MINORS?

We do not knowingly solicit data from or market to children under 16 years of age. By using the Mobile Application, you represent that you are at least 16 or that you are the



parent or guardian of such a minor and consent to such minor dependent's use of the Mobile Application. If we learn that personal information from users less than 16 years of age has been collected, we will deactivate the account and take reasonable measures to promptly delete such data from our records. If you become aware of any data we have collected from children under age 16, please contact us at oq928873@gmail.com.

## 10. WHAT ARE YOUR PRIVACY RIGHTS?

### Account Information

You may at any time review or change the information in your account or terminate your account by:

- Contacting us using the contact information provided below

Upon your request to terminate your account, we will deactivate or delete your account and information from our active databases. However, some information may be retained in our files to prevent fraud, troubleshoot problems, assist with any investigations, enforce our Terms and Conditions and/or comply with legal requirements.

**Cookies and similar technologies:** Most Web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove cookies and to reject cookies. If you choose to remove cookies or reject cookies, this could affect certain features or services of our Mobile Application and Website.

## 11. DO WE MAKE UPDATES TO THIS POLICY?

We may update this privacy policy from time to time. The updated version will be indicated by an updated "Revised" date and the updated version will be effective as soon as it is accessible. If we make material changes to this privacy policy, we may notify you either by prominently posting a notice of such changes or by directly sending you a notification. We encourage you to review this privacy policy frequently to be informed of how we are protecting your information.

## 12. HOW CAN YOU CONTACT US ABOUT THIS POLICY?

If you have questions or comments about this policy, email us at oq928873@gmail.com.

## **COOKIES POLICY**

**BY CONTINUING TO USE OUR MOBILE APPLICATION (“Dyno Dash”) AND SERVICES, YOU ARE AGREEING TO THE USE OF COOKIES AND SIMILAR TECHNOLOGIES FOR THE PURPOSES WE DESCRIBE IN THIS COOKIES POLICY. IF YOU DO NOT ACCEPT THE USE OF COOKIES AND SIMILAR TECHNOLOGIES, DO NOT USE THIS MOBILE APPLICATION.**

### **Cookies**

A cookie is a small text file that a Mobile Application saves on your mobile device when you use the Mobile Application. In general, cookies have two main purposes: to improve your browsing experience by remembering your actions and preferences and to help us analyze our Mobile Application traffic.

### **What to do with Cookies?**

We use cookies to help us analyze traffic to the app, to help us improve Mobile application performance and usability, and to make the Mobile Application more secure. Third-party cookies help us use Google Analytics to count, track and analyze use to the Mobile Application. This helps us understand how people are using our Mobile Application and where we need to make improvements. These third-party cookies do not specifically identify you.

### **Types & Category of Cookies used**

List category of cookies used Dyno Dash. For example:

#### **a. Security**

We use cookies to enable and support our security features, and to help us detect malicious activity violations of our Terms and Conditions.

#### **b. Performance, Analytics, Research & Advertising**

Cookies help us to learn how well our mobile application and web products perform in different locations. We also use these to understand, improve, and research products, features, and services, including when you access this app Dyno Dash from other applications or devices such as your work computer or your mobile device. We also use third-party cookies to improve and personalize our marketing messages/communications with you.

**Control cookies**

You are always free to delete cookies that are already on your Mobile device through your App settings. However, this may prevent you from using certain features on the Mobile Application.

# **TERMS AND CONDITIONS**

This Agreement was last revised on January 24<sup>th</sup>, 2022.

## **I. INTRODUCTION**

**Dyno Dash** ("Mobile Application") welcomes you.

We offer you access to our services through our "Mobile Application" (defined below) subject to the following Terms of this agreement, which may be updated by us from time to time with or without notice to you. By accessing and using this, you acknowledge that you have read, understood, and agree to be lawfully bound by these Terms and Conditions and our Privacy Policy, which are hereby incorporated by reference (collectively, this "Agreement"). In case you do not agree with any of these terms, then please do not use the Mobile Application.

## **II. DEFINITIONS**

- **"Agreement"** refers to this Terms and Conditions and the Privacy Policy and other documents provided to you by the Mobile Application;
- **"User", "You" and "your"** refer to the person who is accessing or taking any service from us.
- **"We", "us", "our"** are references to the Dyno Dash Developer;
- **"Mobile Application"** or "website" shall mean and include "**Dyno Dash**", and any successor website or Mobile Application or any of its affiliates;
- **"User Account"** shall mean an electronic account opened for the user for availing various services offered on the Mobile Application;

### III. INTERPRETATION

- All references to the singular include the plural and vice versa and the word "includes" should be construed as "without limitation".
- Words importing any gender shall include all the other genders.
- Reference to any statute, ordinance, or other law includes all regulations and other instruments and all consolidations, amendments, re-enactments, or replacements for the time being in force.
- All headings, bold typing, and italics (if any) have been inserted for convenience of reference only and do not define limit, or affect the meaning or interpretation of the terms of this Agreement.

### IV. INTRODUCTION AND SCOPE

- **Scope.** These Terms govern your use of the Mobile Application and the Services. Except as otherwise specified, these Terms do not apply to Third-Party Products or Services, which are governed by their terms of service.
- **Eligibility:** Certain Service of the Mobile Application is not available to minors under the age of 18 or to any users suspended or removed from the system by us for any reason.
- **Electronic Communication:** When you use this Mobile Application or send e-mails and other electronic communications from your desktop or mobile device to us, you are communicating with us electronically. By sending, you agree to receive a reply communications from us electronically in the same format and you can keep copies of these communications for your records.

### v. SERVICES

Dyno Dash is a meticulously design app for Games lovers.

### VI. MODIFICATIONS TO THE SERVICE

We reserve the right, at our discretion, to change, modify, add to, or remove portions of the Terms (collectively, "**Changes**"), at any time. We may notify you of changes by posting a revised version of the Terms incorporating the changes to

our Mobile Application. Your continued use of the Mobile Application following the posting of changes will mean that you accept and agree to the Changes.

## **VII. ACCOUNT**

For accessing the Mobile Application and using certain resources, you may be required to provide specific information and to create a user ID and password to establish an account.

When you create an account, we collect registration-related information such as name, address, e-mail, preferred sports, etc. Once you submit the required registration information, we alone will determine whether or not to approve your proposed account. If approved, you will be sent an e-mail detailing how to complete your registration.

You accept that the details you provide about establishing an account are correct and that you will keep your details up-to-date. You are responsible for the security of all of your user names, passwords, and registration information (such as unique account identifiers or historical billing information), and you are solely responsible for any use (authorized or not) of your accounts. You agree to notify us immediately about any unauthorized activity regarding any of your accounts or other breaches of security. We may at our discretion suspend or terminate any of your user names and passwords at any time with or without notice.

## **VIII. USER CONTENT**

### **A. Content Responsibility.**

The Mobile Application permits you to submit content, feedback, etc. but you are solely responsible for the content submitted by you. You represent that you have required permission to use the content.

When submitting content to the Mobile Application, please do not submit content that:

- contains ill-mannered, profane, abusive, racist or hateful language or expressions, text, photographs or illustrations that are pornographic or in poor taste, inflammatory attacks of a personal, racial or religious nature;

- is defamatory, threatening, disparaging, grossly inflammatory, false, misleading, fraudulent, inaccurate, unfair, contains gross exaggeration or unsubstantiated claims;
- violates the privacy rights of any third party, is unreasonably harmful or offensive to any individual or community;
- discriminates on the grounds of race, religion, national origin, gender, age, marital status, sexual orientation or disability, or refers to such matters in any manner prohibited by law;
- violates or inappropriately encourages the violation of any municipal, state, federal, or international law, rule, regulation, or ordinance;
- uses or attempts to use another's account, password, service, or system except as expressly permitted by the Terms of use uploads or transmits viruses or other harmful, disruptive, or destructive files;
- sends repeated messages related to another user and/or makes derogatory or offensive comments about another individual or repeats prior posting of the same message under multiple emails or subjects.

Any such submitted content will be refused by us. If repeated violations occur, we reserve the right to cancel user access to the Mobile Application without advanced notice.

## **IX. GENERAL CONDITIONS**

- We do not guarantee the accuracy, completeness, validity, or timeliness of the information listed by us.
- We make material changes to these terms and conditions from time to time, we may notify you either by prominently posting a notice of such changes or via email communication.
- The Mobile Application is licensed to you on a limited, non-exclusive, non-transferable, non-sublicensable basis, solely to be used in connection with the Service for your private, personal, non-commercial use, subject to all the terms and conditions of this Agreement as they apply to the Service.
- You further acknowledge and agree that we have no obligation whatsoever to furnish any maintenance and support services concerning the App.

- You acknowledge and agree that we are not responsible for addressing any claims you or any third party may have concerning the Mobile Application.
- Dyno Dash reserves the right to suspend/terminate usage or access to the platform or system.
- You agree that the purchase you make from the Dyno Dash app is not refundable. Once it has been done, it cannot be changed. If you have charged more, it must be from the network or bank that is associated with the method of payment. We are not liable for it.
- Dyno Dash is not responsible for your use of the services or for the actions of other users with whom you may exchange information or have contact.
- Dyno Dash does not conduct criminal or other background screenings of its users. Dyno Dash does not verify the information provided by users concerning users' identity, health, physical condition, or otherwise.
- Dyno Dash also is not responsible for activities or legal consequences of your use in locations that may attempt to criminalize or limit your interactions. You must make your own informed decisions about the use of the application in your location and assess any potential adverse consequences.

## **X. LIMITED GUARANTEE**

By this Mobile Application:

- We provide an opportunity for you to avail of the offered services from our Mobile Application.
- We do not provide any warranty or guarantee that the service descriptions are accurate, complete, reliable, current, or error-free. If a Services offered by the Mobile Application is not as described, your sole remedy is to intimate us about Services for taking further action.

## **XI. GEOGRAPHIC RESTRICTION**

We reserve the right, but not the obligation, to limit the usage or supply of any service to any person, geographic region, or jurisdiction. We may use this right as per necessity. We reserve the right to suspend any Service at any time. Any offer to provide any Service made on this Mobile Application is invalid where banned.

## **XII. USER RESPONSIBILITIES**



- You shall use the Service and Mobile Application for a lawful purpose and comply with all the applicable laws while using the Mobile Application;
- You shall not use or access the Mobile Application for collecting any market research for some competing business;
- You shall not misrepresent or impersonate any person or entity for any false or illegal purpose;
- You will not use any device, scraper, or any automated thing to access the Mobile Application for any means without taking permission.
- You will inform us about anything that is inappropriate or you can inform us if you find something illegal;
- You will not interfere with or try to interrupt the proper operation of the Mobile Application through the use of any virus, device, information collection or transmission mechanism, software or routine, or access or try to gain access to any data, files, or passwords connected to the Mobile Application through hacking, password or data mining, or any other means;
- You will not cover, obscure, block, or in any way interfere with any advertisements and/or safety features (e.g., report abuse button) on the Mobile Application;
- You will let us know about the unsuitable content of which you become aware. If you discover something that infringes any law, please let us know, and we'll review it.
- You agree to comply with all applicable domestic laws, statutes, ordinances, and regulations regarding your use of our Mobile Application. We reserve the right to investigate complaints or reported violations of our Terms and to take any action we deem appropriate, including but not limited to canceling your user account, reporting any suspected unlawful activity to law enforcement officials, regulators, or other third parties

We reserve the right, in our sole and absolute discretion, to deny you access to the Mobile Application or any service, or any portion of the Mobile Application or service, without notice, and to remove any content.

### **XIII.USE OF ACCOUNT**

You should conform to any regulations and guidelines posted on the Services for gameplay. We shall not be answerable for technical, hardware, or software glitches, lost or inaccessible network connection, disconnect from your gameplay

on your platform, or any erroneous or incorrect outcomes that might be posted on your game. You may not:

- Gain unapproved access to the Services' systems or any record (other than your own), interfere with the communications, procedures, or performance of the Services, or intentionally harm or sabotage the Services.
- Influence the result of gameplay by methods for or with the help of programmed, macro, bots, mechanized programs, screen analysis utilities, any kind of mods, memory reader, telepathy, alien innovation, or similar techniques or to otherwise commit fraud in relation to the Services.
- Alter the human skill component of any game played.

Any attempt to do so is a violation of both civil and criminal laws and will result not only in the forfeiture of any and all benefits, bonuses, and incentives to which you would otherwise be entitled but potentially also civil and/or criminal prosecution. The company, in its sole discretion, reserves the right to remove any person who is suspected of tampering with game results, or who otherwise violates these Terms of Use and to seek criminal and/or civil prosecution to the greatest extent possible.

We do not comment or have knowledge of the probability of one participant winning a game, and make no representations about an individual's chances of winning. The Service may, from time to time, enable you to accumulate or earn money, status, points, or prizes. The results and winners of each game and any prizes in connection therewith offered on the Services will be determined by us, and such determinations are final and binding. By registering and/or participating in any game or competition, you agree to be bound by these determinations.

We reserve the right to take appropriate legal action, including criminal prosecution, as we deem necessary in our sole discretion. Winnings will be forfeited by a player who violates the terms of use and/or the bonus policy. It is your responsibility to make sure that you read and understand all the rules and procedures of the Services before playing any game.

## **XIV. EXCLUSION OF LIABILITY**

We accept no responsibility for delays/errors due to circumstances outside of our ruling (Force Majeure). These circumstances can be, for example, labor conflict, fire, war, government decisions, reduced or non-delivery from the other user.

You understand and agree that we (a) do not guarantee the accuracy, completeness, validity, or timeliness of information listed by us or any third parties; and (b) shall not be responsible for any materials posted by us or any third party. You shall use your judgment, caution, and common sense in evaluating any prospective methods or offers and any information provided by us or any third party.

Further, we shall not be liable for direct, indirect consequential, or any other form of loss or damage that may be suffered by a user through the use of the **Dyno Dash** including loss of data or information or any kind of financial or physical loss or damage.

In no event shall **we**, nor its owners, directors, employees, partners, agents, suppliers, or affiliates, be accountable for any indirect, incidental, special, eventful, or exemplary costs, including without limitation, loss of proceeds, figures, usage, goodwill, or other intangible losses, consequential from (i) your use or access of or failure to access or use the Service; (ii) any conduct or content of any third party on the Service; and (iii) unlawful access, use or alteration of your transmissions or content, whether or not based on guarantee, agreement, domestic wrong (including carelessness) or any other lawful concept, whether or not we've been aware of the possibility of such damage.

## **XV. NO RESPONSIBILITY**

We are not responsible to you for:

- any losses you suffer because the information you put into our Mobile Application is inaccurate or incomplete; or
- any losses you suffer because you cannot use our Mobile Application at any time; or
- any errors in or omissions from our Mobile Application; or
- any unauthorized access or loss of personal information that is beyond our control.

## **XVI. SPAM POLICY**

You are strictly prohibited from using the Mobile Application or any of our's Services for illegal spam activities, including gathering email addresses and personal information from others or sending any mass commercial emails.

## **XVII. THIRD-PARTY LINKS**

The Mobile Application may comprise links to external or third-party Websites ("External Sites"). These links are provided exclusively as ease to you and not as an authorization by us of the content on such External Sites. The content of such External Sites is created and used by others. You can communicate with the site administrator for those External Sites. We are not accountable for the content provided in the link of any External Sites and do not provide any representations about the content or correctness of the information on such External Sites. You should take safety measures when you are downloading files from all these websites to safeguard your computer from viruses and other critical programs. If you agree to access linked External Sites, you do so at your own risk.

## **XVIII. PERSONAL INFORMATION AND PRIVACY POLICY**

By accessing or using this Mobile Application, you approve us to use, store, or otherwise process your personal information as per our Privacy Policy.

## **XIX. ERRORS, INACCURACIES, AND OMISSIONS**

Every effort has been taken to ensure that the information offered on this Mobile Application is accurate and error-free. We apologize for any errors or omissions that may have occurred. We cannot give you any warranty that usage of the Mobile Application will be error-free or fit for purpose, timely, that defects will be amended, or that the Mobile Application or the server that makes it available are free of viruses or bugs or signifies the full functionality, accuracy, reliability of the Mobile Application and we do not make any warranty whatsoever, whether express or implied, relating to fitness for purpose, or accuracy.

## **XX. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

The mobile application and the service are provided on an “as is” and “as available” basis without any warranties of any kind, including that the mobile application will operate error-free or that the mobile application, its servers, or its content or service are free of computer viruses or similar contamination or destructive features.

We disclaim all licenses or warranties, including, but not limited to, licenses or warranties of title, non-violation of third parties rights, and fitness for a particular purpose, and any warranties arising from a matter of dealing, course of performance, or usage of trade. In relation with any warranty, contract, or common law tort claims: (i) we shall not be liable for any unintended, incidental, or substantial damages, lost profits, or damages resulting from lost data or business stoppage resulting from the use or inability to access and use the mobile application or the content, even if we have been recommended of the possibility of such damages.

The mobile application may comprise technical incorrectness or typographical errors or omissions. Unless required by applicable laws, we are not accountable for any such typographical, technical, or pricing errors recorded on the mobile application. The mobile application may contain information on certain services, not all of which are available in every location. A reference to a service on the mobile applications does not suggest that such service is or will be accessible in your location. We reserve the right to do changes, corrections, and/or improvements to the mobile application at any time without notice.

## **XXI. COPYRIGHT AND TRADEMARK**

The Mobile Application contains material, such as software, text, graphics, images, designs, sound recordings, audiovisual works, and other material provided by or on behalf of us (collectively referred to as the “Content”). The Content may be possessed by us or third parties. Unauthorized use of the Content may infringe copyright, trademark, and other laws. You have no rights in or to the Content, and you will not take the Content except as allowed under this Agreement. No other use is allowed without prior written consent from us. You must recollect all copyright and other proprietary notices contained in the original Content on any

copy you make of the Content. You may not transfer, provide license or sub-license, sell, or modify the Content or reproduce, display, publicly perform, make a derivative version of, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use or posting of the Content on any other Mobile Application or in a networked computer environment for any purpose is expressly prohibited.

If you infringe any part of this Agreement, your permission to access and/or use the Content and the Mobile Application automatically terminates and you must immediately destroy any copies you have made of the Content.

Our trademarks, service marks, and logos used and displayed on the Mobile Application are registered and unregistered trademarks or service marks of us. Other product and service names located on the Mobile Application may be trademarks or service marks owned by others (the “Third-Party Trademarks,” and, collectively with us, the “Trademarks”). Nothing on the Mobile Application should be construed as granting, by implication, estoppel, or otherwise, any license or right to use the Trademarks, without our prior written permission specific for each such use. None of the Content may be retransmitted without our express, written consent for every instance.

## **XXII. INDEMNIFICATION**

You agree to defend, indemnify, and hold us and our officers, directors, employees, successors, licensees and assigns harmless from and against any claims, actions, or demands, including, without limitation, reasonable legal and accounting fees, arising or resulting from your breach of this Agreement or your misuse of the Content or the Mobile Application. We shall provide notice to you of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim, suit, or proceeding. We reserve the right, at your expense, to assume the exclusive defense and control of any matter that is subject to indemnification under this section. In such case, you agree to cooperate with any reasonable requests assisting our defense of such matter.

## **XXIII. MISCELLANEOUS**

## SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Terms will otherwise remain in full force and effect and enforceable.

## TERMINATION

**Term.** The Services will be provided to you can be canceled or terminated by us. We may terminate these Services at any time, with or without cause, upon written notice. We will have no liability to you or any third party because of such termination. Termination of these Terms will terminate all of your Services subscriptions.

**Effect of Termination.** Upon termination of these Terms for any reason, or cancellation or expiration of your Services: (a) We will cease providing the Services; (b) you will not be entitled to any refunds or usage fees, or any other fees, pro-rata or otherwise; (c) any fees you owe to us will immediately become due and payable in full, and (d) we may delete your archived data within 30 days. All sections of the Terms that expressly provide for survival, or by their nature should survive, will survive termination of the Terms, including, without limitation, indemnification, warranty disclaimers, and limitations of liability.

## ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter contained in this Agreement.

## DISPUTE RESOLUTION

If a dispute arises between you and Mobile Application Dyno Dash, our goal is to resolve such a dispute quickly and cost-effectively. Accordingly, you and Mobile Application agree that we will resolve any claim or controversy at law or equity that arises between us out of this Agreement or the Mobile Application and Mobile Application Services (a "Claim") following this section entitled "Dispute

Resolution." Before resorting to these alternatives, you agree to first contact us directly to seek dispute assistance by going to Customer Service.

## **GOVERNING LAW AND JUDICIAL RECOURSE**

The terms herein will be governed by and construed under the law of Canada without giving effect to any principles of conflicts of law. The Courts of Ontario, Canada shall have exclusive jurisdiction over any dispute arising from the use of the Mobile Application.

## **FORCE MAJEURE**

We will have no liability to you, your users, or any third party for any failure us to perform its obligations under these Terms if such non-performance arises as a result of the occurrence of an event beyond the reasonable control of us, including, without limitation, an act of war or terrorism, natural disaster, failure of electricity supply, riot, civil disorder, or civil commotion or other force majeure event.

## **ASSIGNMENT**

We shall have the right to assign/transfer this agreement to any third party including our holding, subsidiaries, affiliates, associates, and group companies, without any consent of the User.

## **CONTACT INFORMATION**

If you have any questions about these Terms, please contact us at [oq928873@gmail.com](mailto:oq928873@gmail.com).