

Dadi, LLC

SPERM BANKING AGREEMENT

This Sperm Banking Agreement (this "Agreement"), by and between Dadi, LLC, a Delaware limited liability company ("Dadi", "Company", "We" or "Us"), and the individual signatory to this Agreement ("you" or "Client"), is effective as of the date on which you check "AGREE" to accept this Agreement. By accepting this Agreement, you agree (i) to the testing, processing, analysis, cryogenic storage, release, or transfer of your sperm by one or more laboratory or cryogenic facilities selected by Dadi (the "Facility"), and (ii) to abide by all of the other terms and conditions set forth in this Agreement.

THIS AGREEMENT CONTAINS PROVISIONS THAT LIMIT DADI'S LIABILITY TO YOU AND REQUIRE YOU TO RESOLVE ANY DISPUTE WITH US THROUGH FINAL AND BINDING ARBITRATION ON AN INDIVIDUAL BASIS, AND NOT BY A LAWSUIT OR ANY COURT PROCESS. THIS MEANS THAT (I) YOU ARE GIVING UP, AND YOU WAIVE, THE RIGHT TO HAVE ANY SUCH DISPUTE DECIDED IN A COURT OF LAW BEFORE A JURY OR A JUDGE (EXCEPT AS SET FORTH EXPRESSLY IN SECTION O (GOVERNING LAW; ARBITRATION AGREEMENT), AND (II) THAT YOU ARE GIVING UP, AND YOU WAIVE, THE ABILITY TO PURSUE ANY DISPUTE IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION OR PROCEEDING. PLEASE SEE SECTIONS G (NO WARRANTY; DISCLAIMER), H (YOUR VOLUNTARY ASSUMPTION OF RISK), H (RELEASE) AND P (GOVERNING LAW; ARBITRATION AGREEMENT) BELOW FOR MORE INFORMATION.

A. GENERAL TERMS

You acknowledge and agree that:

1. General Terms. This Agreement is subject to Company's Terms and Conditions of Use and Privacy Policy, which can be found on the Company's website. To the extent there is a conflict between the terms of this Agreement and Company's Terms and Conditions of Use and/or Privacy Policy, the terms of this Agreement shall govern with respect to the conflict.
2. Dadi Services. Dadi is the provider of a proprietary at-home semen collection and transfer system (the "Kit") that you have obtained for the purposes of collecting one or more samples of your semen (your "Deposit"). In addition to the Kit, Dadi shall provide to you the administrative services (such as payment processing, shipping, and account management) (collectively with the Kit, the "Dadi Services") that are necessary to facilitate the testing, processing, analysis, cryogenic storage, release, and transfer of your Deposit.
3. Facility Services. The Facility is a clinical laboratory and cryogenic storage facility. The Facility is solely responsible for the testing, processing, analyzing, storing, releasing, and transferring your Deposit (the "Facility Services"). In the event that the Facility determines that your Deposit does not contain any viable sperm, you will be notified and your Deposit will be discarded. None of the Facility Services, including without limitation the testing conducted on your Deposit, are for diagnostic purposes. The name of the Facility will be on your lab report.
4. Required Procedures to Ship Kit to Facility. Dadi uses a Two-Factor-Authentication process in its Kits. This means that there is a unique ID laser etched on all of the sample collection cups (the "Cup ID") and a unique barcoded security band (the "Security Band ID") included in each Kit. The Cup ID and Security Band ID are linked at the fulfillment center and then scanned again when the Kit arrives at the Facility. This security feature helps to ensure that there is no tampering of your Deposit during transport. **FAILURE TO FOLLOW THE STEPS BELOW MAY RESULT IN YOUR DEPOSIT BEING INELIGIBLE FOR TESTING OR STORAGE:**
 - a. You must register your Cup ID on our website;
 - b. You must secure your Security Band ID on the outside of the kit when mailing back to Facility; and
 - c. The Cup ID and Storage Band ID must match.
 - d. You must return the kit prior to the expiration period stated on your kit.
5. Use of Deposit. Your Deposit may be used by you only for purposes of artificial insemination or in ART procedures with your lawful spouse or sexually intimate partner, in each case by a licensed physician or other health care provider located in the United States who requests withdrawal of your Deposit (your "Healthcare Provider"). Your Deposit may not be used for any other purposes including without limitation donor purposes. Neither Dadi nor the Facility shall have any responsibility for the ultimate use of any portion of the Deposit or for the method of artificial insemination or ART used. In no event shall either Dadi or the Facility be required to release any portion of the Deposit to any person other than your Healthcare Provider, except as otherwise required by law or directed by an order of a court of competent jurisdiction.
6. No Returns or Refunds. No returns of the Kit will be accepted and all fees are non-refundable, including without limitation the initial fee, annual recurring storage fee, withdrawal fee, and discard fee described below in Section C (Fees) that are all non-refundable.

B. YOUR REPRESENTATIONS AND WARRANTIES

You hereby represent and warrant to Dadi that:

1. Right to Contract. You have full right, title, and authority to enter into this Agreement.
2. Your Deposit is Your Own. Your Deposit contains only your biological material and not the biological material of any

third party.

3. **No Donor Sperm.** You will use your Deposit only for purposes of artificial insemination or in ART procedures with your lawful spouse or sexually intimate partner, in each case by Your Healthcare Provider (and, for the avoidance of doubt, you will not use your deposit for donor purposes).
4. **No Communicable Diseases.** You have no communicable diseases, including without limitation chlamydia, gonorrhea, hepatitis, HIV, HPV, herpes, or syphilis.
5. **Compliance with Instructions.** You will comply with all instructions and labeling provided to you by Dadi, its affiliates, and/or Facility in connection with the Kit, the other Dadi Services, and the Facility Services.

C. FEES

1. **Initial Fee.** All Kit orders are subject to an initial fee. You will pay the then-current initial fee that is disclosed to you at the time you order your Kit. In consideration of payment of such fee (which fee is due at the time an order is placed for a Kit), Dadi agrees that it will, or will cause the Facility to, as applicable:
 - a. send a Kit to you at the address you provide to Dadi;
 - b. receive your Deposit;
 - c. process your Deposit for sperm concentration, sperm count, sperm motility and/or sperm morphology, and such other items as may be offered by Dadi and Facility and that you may purchase;
 - d. make a report available to you regarding the matters described in item (c) of this Section C.1; and
 - e. freeze and store the Deposit for one (1) year following Facility's receipt of your Deposit.
2. **Annual Recurring Storage Fee.** All storage of your Deposit is subject to an annual recurring storage fee charged on a per Kit basis. You will pay an annual storage fee for every additional one (1) year period during which your Deposit is stored by the Facility for all or any part of such year. The storage fee covers the maintenance and storage of the Deposit for a one (1) year period, and it must be paid in advance of the first day of the applicable one (1) year period. Annual storage fees are non-refundable and will not be prorated for any partial year of storage. This means, for example, that if you pay your annual storage fee on January 1st of every year and you transfer your Deposit to your Healthcare Provider for artificial insemination on February 1st of any given year, you will not receive any refund of your prepaid annual storage fee for the remainder of such year. This Agreement, including without limitation this Section C, will automatically renew for successive one (1) year periods until such time that you provide written notice in accordance with Section D (Withdrawal and Discard Procedures) of your intent to withdraw or discard your Deposit. Any such written notice must be properly delivered by you to Dadi at least five (5) business days prior to the date that this Agreement automatically renews or you will be charged in full for an additional year of storage, which accounts for, among other things, reasonable processing times of Facility and Dadi for withdrawals and discards. Upon automatic renewal, your payment method on file will be automatically charged for the then-current annual storage fee. Storage fees may be changed by Dadi at any time or from time to time with written notice to you. You agree that failure to pay the storage fee for any reason will constitute a breach of this Agreement and your rights under this Agreement may be terminated in accordance with Section J (Term and Termination; Disposal of Deposit) below.
3. **Withdrawal Fee.** All withdrawals of your Deposit are subject to a withdrawal fee charged on a per withdrawal basis. You will pay the then-current withdrawal fee at the time you withdraw any portion of your Deposit. To obtain more information about the withdrawal process, contact Dadi's customer support team using the contact information available on Dadi's website.
4. **Discard Fee.** All discards of your Deposit are subject to a discard fee charged on a per discard basis. You will pay the then-current discard fee at the time of discard of any portion of your Deposit. To obtain more information about the discard process, contact Dadi's customer support team using the contact information available on Dadi's website.

D. WITHDRAWAL AND DISCARD PROCEDURES

1. **Withdrawal.** Upon payment of the withdrawal fee (and any other unpaid fees that you owe to Dadi, including without limitation, any unpaid storage fees) and upon ten (10) days prior written notice to Dadi, Dadi will deliver (or cause to be delivered) to your Healthcare Provider, the portion of the Deposit which such physician or other health care provider requests. You agree to provide written notice of your withdrawal using the process and forms required by Dadi and Facility at the time you withdraw any portion of your Deposit. You agree that notice will not be deemed given and your Deposit will not be transferred unless Dadi receives (i) full payment for the withdrawal fee and any and all other unpaid fees that you owe to Dadi, and (ii) copies of all required withdrawal forms completed to Dadi's satisfaction, delivered to Dadi in accordance with Dadi's instructions. Any release or transfer of your Deposit shall be at your sole risk and expense. To obtain more information about the withdrawal process, contact Dadi's customer support team using the contact information available on Dadi's website. Dadi will not authorize the Facility to release Deposits to locations outside of the United States.
2. **Discard.** Upon payment of the discard fee (and any other unpaid fees that you owe to Dadi, including, without limitation, any unpaid storage fees) and upon ten (10) days prior written notice to Dadi, Dadi will discard (or shall cause to be discarded) the deposit(s) as directed by you. You agree that notice will not be deemed given and your

Deposit will not be discarded unless Dadi receives (i) full payment for the discard fee and any and all other unpaid fees that you owe to Dadi, and (ii) copies of all required discard forms completed to Dadi's satisfaction, delivered to Dadi in accordance with Dadi's instructions. To obtain more information about the discard process, contact Dadi's customer support team using the contact information available on Dadi's website.

E. OTHER DISCARD PROCEDURES IN CASE OF DEATH OR NON-VIABILITY

Notwithstanding anything to the contrary in Section D (Withdrawal and Discard Procedures):

1. In the event of your death (as evidenced by a certified copy of your death certificate, or other evidence of death satisfactory to Dadi in its sole discretion), you hereby authorize Dadi to dispose of, and to cause the Facility to dispose of, all of your Deposits. **For the avoidance of doubt, you do not consent to posthumous conception via the use of your Deposits.**
2. In the event that the Facility determines that your Deposit contains no viable sperm, you hereby authorize Dadi to dispose of, and to cause the Facility to dispose of, all of your Deposits.

F. DUTIES; DISCARD OF DEPOSIT IN CASE OF BREACH

Although Dadi shall act solely as the agent of you according to the terms of, and solely to the extent provided in, this Agreement and the Company's Terms of Service and Privacy Policy, all of your rights under this Agreement may, at Dadi's discretion, terminate upon your breach of this Agreement or the Company's Terms of Service. Dadi shall be under no obligation to continue to perform any duty imposed by this Agreement upon such breach, including without limitation your failure to pay any fees due under this Agreement. **You expressly understand that, in the event of such a breach, Dadi may, in its sole discretion, cause the Facility to discard and/or dispose of all of your stored deposits.**

G. NO WARRANTY; DISCLAIMER

THE DADI SERVICES AND THE FACILITY SERVICES ARE PROVIDED "AS IS" WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE AND AGREE THAT NEITHER DADI NOR THE FACILITY, NOR ANY AFFILIATES THEREOF, NOR ANY OF THE OFFICERS, DIRECTORS, MANAGERS, SHAREHOLDERS, MEMBERS, EXECUTIVES, EMPLOYEES, OR CONSULTANTS OF ANY OF THE FOREGOING, HAS MADE ANY REPRESENTATIONS OR WARRANTIES TO YOU OF ANY KIND, NATURE, OR DESCRIPTION, EXPRESS OR IMPLIED (INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), INCLUDING, WITHOUT LIMITATION ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO:

- (i) THE VIABILITY OR MOTILITY OF YOUR FROZEN OR THAWED SPERM DEPOSIT;
- (ii) WHETHER USE OF YOUR DEPOSIT COULD RESULT IN THE TRANSMISSION OF ANY COMMUNICABLE DISEASE;
- (iii) THE POSSIBILITY OF THE USE OF YOUR DEPOSIT AT ANY TIME;
- (iv) WHETHER YOUR DEPOSIT WILL WITHSTAND THE FREEZING PROCESS, WILL WITHSTAND LONG-TERM STORAGE, WILL DEVELOP NORMALLY AFTER THAWING, OR WILL ULTIMATELY BE USED SUCCESSFULLY FOR THE PURPOSE OF INITIATING A PREGNANCY
- (v) THE RISK OF GENETIC DEFECTS, BIRTH DEFECTS, MISCARRIAGE, OR STILLBIRTH AFTER USING YOUR DEPOSIT TO INITIATE PREGNANCY OR THE PHYSICAL, MENTAL, GENETIC OR OTHER CHARACTERISTICS OF ANY CHILD BORN AS A RESULT OF YOUR USE OF YOUR DEPOSIT;
- (vi) COMPLICATIONS IN PREGNANCY OR DELIVERY AFTER USE OF YOUR DEPOSIT TO INITIATE PREGNANCY;
- (vii) THE FACILITY'S LIQUID NITROGEN COOLED REFRIGERATORS AND TANKS, OR ANY OTHER FACILITY EQUIPMENT;
- (viii) THE FACILITY'S QUALITY MANAGEMENT PROCESSES;
- (ix) THE FACILITY SERVICES, INCLUDING WITHOUT LIMITATION THE ACCURACY, RELIABILITY, OR QUALITY OF THE FACILITY SERVICES; OR
- (x) THE COMPETENCE OF ANY OF THE EXECUTIVES, EMPLOYEES, OR CONSULTANTS OF DADI OR THE FACILITY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DADI HEREBY EXPRESSLY DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES.

H. YOUR VOLUNTARY ASSUMPTION OF RISK

You hereby acknowledge and agree that there are risks associated with the Dadi Services and/or the Facility Services that you are voluntarily assuming that may result in damage to or complete loss of your Deposit (the "Risks"), including without limitation: (i) shipping delays and other carrier and transit failures, (ii) weather events, (iii) complete or partial tank failure or other equipment failure, including without limitation any failure of any dry shipper or other transportation related tank, and (iv) specimen freezing and thawing. You further acknowledge and agree that (i) frozen sperm viability, motility, and capacity to fertilize varies from deposit to deposit, (ii) cryopreservation and storage do not enhance characteristics or fertilization potential of deposits, and (iii) certain laws and regulations may forbid the Facility's storage of your Deposit or your use of the Deposit for

intrauterine insemination or the fertilization of eggs if the sperm source does not meet defined infectious disease criteria or other applicable criteria.

I. RELEASE AND LIMITATION OF LIABILITY

In consideration of the acceptance and storage of your Deposit, you - for yourself, your heirs, your next of kin, your personal representatives and your assigns - forever release, forever remise, and forever discharge and agree to save and hold harmless and indemnify Dadi, Dadi's affiliates, the Facility, and all of the foregoing's officers, directors, agents, and employees (such entities and persons, collectively, the "Released Parties") of and from all liabilities, losses, damages, expenses, claims, actions, demands, and possible causes of action whatsoever that may accrue to you or to your heirs, your next of kin, your personal representatives, or your assigns, including without limitation any liability, claims, actions, and possible causes of action resulting from or arising out of: (i) negligence or gross negligence of any of the Released Parties, (ii) any of the Risks or other acknowledgements set forth in Section H (Your Voluntary Assumption of Risk), (iii) the physical appearance of any offspring, any abnormalities, genetic defects, birth defects, hereditary characteristics or tendencies of any offspring, or any other adverse consequences, in each case related to or arising from use of the Deposit, or (iv) your breach of this Agreement, including without limitation the representations and warranties set forth in Section B hereof (Your Representations and Warranties).

J. TERM AND TERMINATION; DISPOSAL OF DEPOSIT

This Agreement shall commence on the date that you check "I AGREE" to accept this Agreement and shall continue for a period of one (1) year unless earlier terminated by you or Dadi in accordance with the terms herein. Thereafter, this Agreement shall automatically renew for successive one (1) year periods until terminated by you or Dadi.

This Agreement will terminate and all of Dadi's obligations hereunder will cease upon the occurrence of any one or more of the following events:

- (i) All of your Deposits have been withdrawn or discarded in accordance with Section D (Withdrawal and Discard Procedures) and you have purchased no further Kits from Dadi.
- (ii) All of your Deposits have been withdrawn or discarded in accordance with Section E (Other Discard Procedures in the Case of Death or Non-Viability) and you have purchased no further Kits from Dadi.
- (iii) You have breached the Agreement or the Terms of Service and Dadi elects to terminate the Agreement in accordance with Section F (Duties; Discard of Deposit in Case of Breach).

Upon termination of Dadi's obligations under this Agreement for any reason whatsoever, Dadi may cause the Facility to dispose of your Deposit(s) in any practicable manner.

K. INDEMNIFICATION

You shall indemnify, defend, and hold harmless the Released Parties from and against any and all claims, losses, liabilities, damages, demands, costs, expenses (including without limitation attorneys' fees), offsets, and causes of action as a result of any third party action, proceeding, claim, demand, investigation, suit, or dispute of any nature or kind arising from or relating to (i) your use of the Dadi Services, (ii) your use of the Facility Services, (iii) or your breach of this Agreement, including without limitation your representations and warranties contained in this Agreement. In the event of any disputes whereby Dadi is ordered by a court with judicial authority to hold (or to cause to be held) Deposits, Dadi shall be entitled to collect back storage fees resulting from the court hold.

L. GOVERNMENT ORDERS

Notwithstanding any other provision of this Agreement, Dadi may return, release, or discard, or cause the Facility to return, release, or discard, any or all of your Deposits without your permission, or refrain from doing so despite receiving an authorization or instruction from you, in each case: (i) if ordered to do so by any court of law, governmental body, or agency of competent jurisdiction, or (ii) upon the promulgation or issuance of any law, regulation, guidance document, or advisory opinion, requiring, in Dadi's opinion, the return, release, or destruction of such Deposits. For purposes of this Agreement, "regulation" includes, without limitation, the requirements of any federal or state permits or licenses held or required to be held by Dadi or the Facility, and "agency of competent jurisdiction" includes any authority using any such permit or license.

M. ASSIGNABILITY

The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. This Agreement, and all or any part of the rights and

obligations hereunder, may not be assigned or otherwise transferred by you and any such attempted assignment or transfer will be null and void. For the avoidance of doubt, nothing in this Section M shall limit the intent and purpose of Section I (Release and Limitation of Liability) or Section K (Indemnification).

N. ADDITIONAL AGREEMENTS

This Agreement, the Terms of Service, and the Privacy Policy constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly cancelled and superseded hereby. At any time and from time to time, Dadi may amend or otherwise modify this Agreement. Any amendments or other modifications to this Agreement will be effective immediately upon posting of the changed Agreement on Dadi's website. Your use of any of the Dadi Services or Facility Services following any such change constitutes your agreement to follow and be bound by this Agreement, as amended or otherwise modified. You agree to review the Agreement periodically. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

O. GOVERNING LAW; ARBITRATION AGREEMENT

IMPORTANT NOTE: PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND DADI TO RESOLVE ALL DISPUTES BETWEEN US THROUGH BINDING INDIVIDUAL ARBITRATION AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM DADI. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND DADI ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

- 1. Governing Law.** This Agreement shall be governed by the laws of the State of Delaware, without giving effect to the principles of conflict of laws. Subject to the requirement to arbitrate set forth in this Section O, exclusive jurisdiction for all disputes that do not require arbitration will be the state and federal courts located in New York, New York, and you consent to the jurisdiction of those courts.
- 2. Binding Arbitration, Generally.** Except as described in subsection 3 below ("Exceptions"), you and Dadi agree that every dispute arising in connection with this Agreement or communications from us will be resolved through binding arbitration. Arbitration uses a neutral arbitrator instead of a judge or jury, is less formal than a court proceeding, may allow for more limited discovery than in court, and is subject to very limited review by courts. This agreement to arbitrate disputes includes all claims whether based in contract, tort, statute, regulation, ordinance, fraud, misrepresentation, common law, constitutional provision, respondeat superior, agency or any other legal or equitable theory, regardless of whether a claim arises after the termination of this Agreement, and regardless of whether a claim arises before or after the effective date of this Agreement. Any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement will be resolved by the arbitrator.
- 3. Exceptions.** Although we are agreeing to arbitrate most disputes between us, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) file suit in a court of law to address an intellectual property infringement claim; or (c) seek injunctive relief in a court of law in a state or federal court in New York, New York.
- 4. Arbitrator.** This arbitration agreement, and any arbitration between us, is subject to the Federal Arbitration Act and will be administered by the American Arbitration Association ("**AAA**") under its Consumer Arbitration Rules (collectively, "**AAA Rules**") as modified by this Agreement. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at +1-800-778-7879, or by contacting Dadi.
- 5. Commencing Arbitration.** Before initiating arbitration, a party must first send a written notice of the dispute to the other party by certified U.S. Mail or by Federal Express (signature required) or, only if that other party has not provided a current physical address, then by electronic mail ("**Notice of Arbitration**"). Dadi's address for Notice is: Dadi, LLC 109 N 12th Street, Unit 606, Brooklyn, New York 11249 Attention: Legal. A copy of all Notices of Arbitration must also be sent to Dadi via email to arbitration-notices@dadikit.com. The Notice of Arbitration must: (a) identify the name or account number of the party making the claim; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("**Demand**"). The parties will make good faith efforts to resolve the claim directly, but if the parties do not reach an agreement to do so within 30 days after the Notice of Arbitration is received, you or Dadi may commence an arbitration proceeding. If you commence arbitration in accordance with these Terms, Dadi will reimburse you for your payment of the filing fee, unless your claim is for more than US\$10,000 or if Dadi has received 25 or more similar demands for arbitration, in which case the payment of any fees will be decided by the AAA Rules. If the arbitrator finds that either the substance of the claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of

Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules and Dadi may seek reimbursement for any fees paid to AAA.

6. **Arbitration Proceedings.** Any arbitration hearing will take place in the county and state of your billing address unless we agree otherwise or, if the claim is for US\$10,000 or less (and does not seek injunctive relief), you may choose whether the arbitration will be conducted: (a) solely on the basis of documents submitted to the arbitrator; (b) through a telephonic or video hearing; or (c) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. During the arbitration, the amount of any settlement offer made by you or Dadi must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
7. **Arbitration Relief.** Except as provided in subsection 8 below (No Class Actions), the arbitrator can award any relief that would be available if the claims had been brought in a court of competent jurisdiction. The arbitrator's award shall be final and binding on all parties. Judgment on the award may be entered in any court having jurisdiction.
8. **No Class Actions.** YOU AND DADI AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Dadi agree otherwise in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
9. **Limited Time to File Claims.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IF YOU OR DADI WANTS TO ASSERT A DISPUTE AGAINST THE OTHER THAT IS SUBJECT TO ARBITRATION PURSUANT TO THIS AGREEMENT, THEN YOU OR DADI MUST COMMENCE SUCH DISPUTE BY DELIVERY OF A NOTICE OF ARBITRATION WITHIN ONE (1) YEAR AFTER THE DISPUTE ARISES -- OR IT WILL BE FOREVER BARRED.

P. NOTICES & SEVERABILITY

All notices, requests, and other communications required or permitted under this Agreement shall be in writing and signed. Any notices sent by Company to you shall be deemed given (i) five (5) days after deposit in the U.S. mail duly addressed to the address specified in your account, or (ii) immediately upon delivery if sent by email to the email address specified in your account. Except as otherwise set forth expressly in Section D of this Agreement (Withdrawal and Discard Procedures) and Section O of this Agreement (Governing Law; Arbitration Agreement), any notices sent by you to Company shall be deemed given (i) five (5) days after deposit in the U.S. mail duly addressed to the address set forth in this Agreement, or (ii) immediately upon delivery if sent by email to support@dadikit.com.

Either party may change its address for notice purposes by giving the other party notice of its new address in accordance with this Agreement. In addition, Company may change its address for notice purposes by posting an updated version of this Agreement on Company's website.

You understand that it is your sole responsibility to promptly notify Company of any change in your address, email address, or telephone number. Company is not responsible for forwarding any returned or undeliverable email, mail, or other communication sent to you. You understand that, if you do not notify Company of a change in your address, email address, and telephone number, as applicable, you may not receive important communications from Dadi, including without limitation communications related to this Agreement, your Dadi account and your Deposit.

All parts of this Agreement apply to the maximum extent permitted by law. Dadi and you both agree that if we cannot enforce a part of this contract as written, then that part will be replaced with terms that most closely match the intent of the part we cannot enforce, to the extent permitted by law. The invalidity of part of this Agreement will not affect the validity and enforceability of the remaining provisions. The section headings are for convenience only and do not have any force or effect.