**Dispatched Business Studio Terms of Use**

Effective Date: January 8, 2024

**Overview**

Thank you for choosing to visit and consider the services of Dispatched Business StudioTM. This website is operated by Dispatched Business Studio, LLC (“**DBS**”, “**we**”, “**our**”, or “**us**”). These Terms of Use (“**Terms**”) contain important information and provisions about your relationship with us. We offer this website [**www.dispatchedstudio.com**](http://www.dispatchedstudio.com) (the “**Site**”), including all information, tools, services, merchandise and services available on the Site, from time to time to you our user, conditioned upon your acceptance of these Terms, our Privacy Policy and all other policies and notices posted on our Site from time to time.

Please read these Terms carefully. By visiting our Site, subscribing to our Site, purchasing any of our services, and/or accessing and using our platform you agree to be bound by and accept these Terms. These Terms set forth a legally binding agreement between you and DBS and govern your use of any online service location that posts a link to these Terms, and all features, content, and other services that we own, control and make available through such online service location.

Together these Terms, our Privacy Policy, and our other policies and notices that we may post from time to time, constitute your agreement (“**Agreement**”), with DBS. This Agreement is sets forth the legally binding Terms for your use of the Site, subscription to the Site, purchases or use of any of the services offered on the Site. By accessing or using our Site and the services you represent and warrant that you have the legal capacity to enter into the Agreement and to abide by all of the Terms set forth herein. If you do not agree with all of the provisions of this Agreement, please do not access and/or use the Site, subscribe to the Site, our purchase or engage any services through the Site.

DBS reserves the right to modify, suspend, or discontinue the Site, or any feature or tool on the Site, with or without any notice to you.

1. **The Site.**
2. **Ownership**. You acknowledge and agree that all intellectual property rights in the Site, including our rights to all copyrighted material, patents, trademarks, service marks, and trade secrets (“Intellectual Property”) are owned by DBS and is licensors. Furthermore, you understand and agree that neither the limited license granted to you below in section 1(b), nor our provision of the Site and services under this Agreement shall transfer to you or any third party any rights, title or interest in or to such Intellectual Property.
3. **Limited License.** Subject to your strict compliance with these Terms, DBS hereby grants you a limited, non-exclusive, revocable, non-assignable, personal, and non-transferable license to access and make personal use of the services and features provided on the Site, in each case for your personal and non-commercial use only. The foregoing limited license (a) does not give you any ownership of, or any other right title or interest in our Site and any of our Intellectual Property; and (b) may be suspended or terminated for any reason, in DBS’s sole discretion, and without advance notice or liability. Your unauthorized use of the Site may violate copyright, trademark, privacy, publicity, communications, and other laws, and any such use may result in your personal liability, including potential criminal liability.
4. **Certain Restrictions.** The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sublicense, reproduce, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site nor any of its content without the express written consent of DBS; (b) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (c) you shall not access the Site in order to build a similar or competitive service, or to download, copy or collect content or any other information for the benefit of another merchant; (d) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without DBS’s express written consent; and (e) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information or content (including images and text descriptions) of the Site without DBS’s express written consent. Any future release, update, or other addition to functionality of the Site shall be subject to the terms of this Agreement.
5. **Subscriptions.**

## Certain features of the Site may require you to register and subscribe to our Site (i.e. to subscribe to receive our newsletter, promotional material and other general communications). When subscribing, you agree to: (i) provide true, accurate, current, and complete information; (ii) maintain and update this information to keep it true, accurate, current, and complete; and (iii) immediately notify us of any suspected or actual unauthorized use of your account or breach of security. Please note that you are solely responsible for all activities that occur under your account, whether or not you authorized the activity, and we are not liable for any loss or damage to you or any third party arising from your failure to comply with any of the foregoing obligations.

1. **Restrictions.**

You may not use the Site unless you are at least thirteen (13) years old.

## You may not: (i) use the Site for any political or commercial purpose; (ii) engage in any activity in connection with the Site nor any content that is unlawful, harmful, offensive, sexually explicit, obscene, violent, threatening, harassing, abusive, falsely representative of your persona, invasive of someone else’s privacy, or otherwise objectionable to DBS; (iii) harvest any information from the Site; (iv) reverse engineer or modify the Site or any content posted to the Site; (v) interfere with the proper operation of or any security measure used by the Site; (vi) infringe any intellectual property or other right of any third party; (vii) use the Site in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you; or (viii) otherwise violate these Terms.

## You agree to comply with all local, state, federal, national, foreign, supranational, and international laws, statutes, ordinances, regulations, treaties, directives, and agreements that apply to your use of the Site.

###### DBS controls and operates the Site from the U.S., and DBS makes no representation that the Service is appropriate or available without issues for use beyond the U.S. You agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms or to any sale of goods carried out as a result of your use of the Site.

1. **Reservation of Rights.**

## All rights not expressly granted to you are reserved by DBS and its licensors and other third parties. No right or license may be construed, under any legal theory, by implication, estoppel, industry custom, or otherwise. Any unauthorized use of the content or services for any purpose is prohibited.

1. **Submissions and Feedback.**

## When you submit any unsolicited ideas, feedback, opinions, techniques, images, sounds, videos, or other content to us through or relating to the Site (“**Submissions**”), you grant us a non-exclusive, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual, transferable and cost-free right and license to host, store, use, display, reproduce, modify, adapt, edit, combine with other materials, publish, distribute, create derivative works from, promote, exhibit, broadcast, syndicate, sublicense (including, without limitation, to third party media channels, platforms, and distributors), publicly perform, publicly display, and otherwise use and exploit in any manner whatsoever, or grant third parties the right to do any of the foregoing, all or any portion of your Submissions, for any purpose whatsoever in all formats, on or through any means or medium now known or hereafter developed, and with any technology or devices now known or hereafter developed, and to advertise, market, and promote the same. You further irrevocably grant us the right, but not the obligation, to use your name in connection with your Submissions. You also agree to waive any right of approval for our use of the rights granted herein and agree to waive any moral rights that you may have in any Submissions, even if it is altered or changed in a manner not agreeable to you. To the extent not waivable, you irrevocably agree not to exercise such rights in a manner that interferes with any exercise of the granted rights.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party’s intellectual property or these Terms.

## You understand that you will not receive any fees, sums, consideration, or remuneration for any of the rights granted in this Section. Our receipt of your Submissions is not an admission of their novelty, priority, or originality, and it does not impair our right to existing or future intellectual property rights relating to your Submissions.

You represent and warrant that you own or have the necessary rights, licenses, consents, and permissions to grant us the rights granted in this Section. You alone, though, retain whatever legally cognizable right, title, and interest that you have in your Submission and remain responsible for them.

1. **Products and Services.**

We do our best to describe every product or service offered on our Site as accurately as possible. However, we are human, and therefore we do not warrant that product and/or service specifications, pricing, or other content on the Site is complete, accurate, reliable, current, or error-free. In the event of any errors relating to the pricing or specifications, DBS shall have the right to refuse or cancel any services in its sole discretion. If we charged your credit card or other account prior to our cancellation, we will issue a credit to your account in the amount of the charge.

We have made every effort to display as accurately as possible the colors and images of our services and examples of any business products that may appear on the Site. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or extent of any services that we offer. All descriptions of services, products, or service and product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any service and/or product at any time. Any offer for any service and/or product made on this site is void where prohibited.

We do not warrant that the quality of any services, products, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the services will be corrected.

**Please be advised that DBS is not a law firm and does not engage in the practice of law or provide legal advice or legal representation. The information provided on this Site does not, and is not intended to, constitute legal advice; instead, all information, content, and materials available on this Site are for general informational purposes only. Use of, and access to, this Site or services shall not create attorney-client relationship between the reader, user or browser and DBS. Information on this Site may not constitute the most up-to-date legal or other information. Information on this Site is provided on an “as is, as available” basis; no representations are made that the content is error-free. DBS does not guarantee specific results or outcomes.**

1. **Customer Support.**

# If you have any questions or comments, please send an e-mail to us at [info@dispatchedstudio.com](mailto:info@dispatchedstudio.com). You acknowledge that the provision of support is at DBS’s sole discretion and that we have no obligation to provide you with customer support of any kind. All legal notices to us must be mailed to: Dispatched Business Studio, LLC c/o Northwest Registered Agent LLC, 418 Broadway Ste N, Albany, New York, United States, 12207. When you communicate with us electronically, you consent to receive communications from us electronically. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

1. **Third Party Services.**

Our Site contains content from and hyperlinks to websites, locations, platforms, and services operated and owned by third parties (“**Third Party Services**”). We may also integrate third party technologies into our Site and host our content on Third Party Services. These Third Party Services are not owned, controlled, or operated by us, and you acknowledge and agree that we are not responsible or liable for the information, content, products, technologies, or services on or available from such Third Party Services, or for the results to be obtained from using them. If you choose to access, transact with, or otherwise interact with any such Third Party Services, you do so at your own risk. For more information on Third Party Services, please see our Privacy Policy.

1. **Communications.**
2. **Emails.**

You can opt-out of receiving certain promotional e-mails from us at any time by following the instructions as provided in e-mails to click on the unsubscribe link. Your opt-out will not affect non-promotional e-mails, such as those about your account, transactions, servicing, or DBS’s ongoing business relations. Please note that any opt-out by you is limited to the e-mail address, device, or phone number used and will not affect subsequent subscriptions.

1. **SMS/MMS Messaging Terms & Conditions.**
   1. **The Program.** We may offer a mobile messaging program (“**Program(s)**”), which you agree to use and participate in subject to SMS/MMS messaging terms and conditions set forth in this Section 6 (b) (“**SMS Terms**”), these Terms, and our Privacy Policy (“**SMS/MMS Agreement**”). By opting in to or participating in any of our Programs, you accept and agree to these Terms, including, without limitation, the SMS Terms, your agreement to resolve any disputes with us through binding, individual-only arbitration, as detailed in the “Dispute Resolution” section below. This SMS/MMS Agreement is limited to the Program and is not intended to modify these Terms or our Privacy Policy that may govern the relationship between you and us in other contexts. Please note that any opt-out by you is limited to the e-mail address, device, or phone number used and will not affect subsequent subscriptions.
   2. **Program Description.** Without limiting the scope of the Program, users that opt into the Program can expect to receive messages relating to the marketing, sale and promotional material related to the sale of our products and services available through our Site.
   3. **User Opt In.** The Program allows Users to receive SMS/MMS mobile messages by affirmatively opting into the Program, as directed via the Site. By participating in the Program, you agree to receive autodialed or prerecorded marketing mobile messages at the phone number associated with your opt-in. While you consent to receive messages sent using an autodialer, the foregoing shall not be interpreted to suggest or imply that any or all of our mobile messages are sent using an automatic telephone dialing system (“ATDS” or “autodialer”). **Note that all message and data rates may apply.**
   4. **User Opt Out.** If you do not wish to continue participating in the Program or no longer agree to this Agreement, you agree to reply STOP, END, CANCEL, UNSUBSCRIBE, or QUIT to any mobile message from us in order to opt out of the Program. You may receive an additional mobile message confirming your decision to opt out. You understand and agree that the foregoing options are the only reasonable methods of opting out. **Note that all message and data rates may apply.**
   5. **Cost and Frequency. Your mobile carrier message and data rates may apply to communications we send you via the Program and any messages that you send to DBS.** The Program involves recurring mobile messages, and additional mobile messages may be sent periodically based on your interaction with us.
   6. **Program Support.** If you have any questions are need any support regarding the Program, including help with opting-out of the Program, please text “HELP” to the number you received messages from or email us at [**info@dispatchedstudio.com**](mailto:info@dispatchedstudio.com). Opt outs must be submitted in accordance with the procedures set forth above. **Note that all message and data rates may apply.**
   7. **Program User Notification and Indemnification**. If at any time you intend to stop using the mobile telephone number that has been used to subscribe to the Program, including canceling your service plan or selling or transferring the phone number to another party, you agree that you will complete the User Opt Out process set forth in Section 6(b)(iv) above prior to ending your use of the mobile telephone number. You understand and agree that your agreement to do so is a material part of these terms and conditions. You further agree that, if you discontinue the use of your mobile telephone number without first opting-out of the Program, you agree that you will be responsible for all costs (including attorneys’ fees) and liabilities incurred by us, or any party that assists in the delivery of the mobile messages, as a result of claims brought by individual(s) who are later assigned that mobile telephone number. This duty and agreement shall survive any cancellation or termination of your agreement to participate in any of our Programs. YOU AGREE THAT YOU SHALL INDEMNIFY, DEFEND, AND HOLD US HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM YOUR FAILURE TO NOTIFY US OF A CHANGE IN THE INFORMATION YOU HAVE PROVIDED, INCLUDING ANY CLAIM OR LIABILITY UNDER THE TELEPHONE CONSUMER PROTECTION ACT, 47 U.S.C. § 227, et seq., OR SIMILAR STATE AND FEDERAL LAWS, AND ANY REGULATIONS PROMULGATED THEREUNDER RESULTING FROM US ATTEMPTING TO CONTACT YOU AT THE MOBILE TELEPHONE NUMBER YOU PROVIDED.
   8. **MMS Disclosure**. The Program will send SMS TMs (terminating messages) if your mobile device does not support MMS messaging.
   9. **Our Disclaimer of Warranty**. The Program is offered on an "as-is" basis and may not be available in all areas at all times and may not continue to work in the event of product, software, coverage or other changes made by your wireless carrier. We will not be liable for any delays or failures in the receipt of any mobile messages connected with this Program. Delivery of mobile messages is subject to effective transmission from your wireless service provider/network operator and is outside of our control.
2. **Agreement to Arbitrate Disputes/Governing Law.**

**PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT AND TO HAVE A JURY HEAR YOUR CLAIMS. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.**

1. **We Both Agree to Arbitrate.**

You and DBS agree to resolve any claims relating to these Terms through final and binding arbitration, except to the extent you have in any manner violated or threatened to violate DBS’s intellectual property rights (for example, trademark, trade secret, copyright, or patent rights). Under such circumstances DBS may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Site, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described herein. For all disputes, you must first give us an opportunity to resolve your claim by sending a written description of your claim to **Dispatched Business Studio, LLC, c/o Northwest Registered Agent LLC, 418 Broadway Ste N, Albany, New York, United States, 12207,** [**info@dispatchedstudio.com**](mailto:info@dispatchedstudio.com). We each agree to negotiate your claim in good faith. If we are unable to resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration.

1. **What is Arbitration.**

Arbitration is not a lawsuit. It is more informal than a lawsuit in court and seeks to resolve disputes more quickly. Instead of a judge or a jury, the case will be decided by a neutral third party arbitrator who has the power to award the same damages and relief that a court may award. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced.

1. **Arbitration Procedures.**

The Federal Arbitration Act governs the interpretation and enforcement of this dispute resolution provision. Arbitration shall be initiated through JAMS. Any dispute, controversy, or claim arising out of or relating to these Terms shall be referred to and finally determined by arbitration in accordance with the JAMS Streamlined Arbitration Rules and Procedures in front of one arbitrator. If there is a conflict between JAMS Rules and the rules set forth in these Terms, the rules set forth in this Terms will govern. The JAMS Rules and instructions for how to initiate an arbitration are available from JAMS at <http://www.jamsadr.com> or 1-800-352-5267. To initiate arbitration, you or DBS must do the following things:

1. Write a demand for Arbitration. The demand must include a description of the claim and the amount of damages sought to be recovered. You can find a copy of a demand for Arbitration at www.jamsadr.com.
2. Send three copies of the demand for Arbitration, plus the appropriate filing fee to: JAMS to your local JAMS office or to JAMS, Two Embarcadero Center, Suite 1500, San Francisco, CA 94111.
3. Send one copy of the demand for Arbitration to the other party.

Payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules. If travelling to New York is a burden, you may participate in the arbitration by phone or via document submission to the fullest extent allowable by the arbitrator. Each party will bear their own costs of arbitration unless the arbitrator directs that bearing such costs would be an undue burden and in that case, we will pay for your portion of the arbitration administrative costs (but not your attorneys’ fees). Arbitration under this agreement shall be held in the United States in New York, NY under New York law without regard to its conflict of laws provisions. The arbitration may award on an individual basis the same damages and relief as a court (including injunctive relief). Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1. **Authority of Arbitrator.**

The arbitrator will decide the rights and liabilities, if any, of you and DBS, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and the Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and DBS.

1. **No Class Actions.**

**We each agree that any proceedings will be conducted on an individual basis, and not on a class action basis or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations are not allowed.**

1. **Waiver of Jury Trial.**

**THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY**, instead electing that all claims and disputes shall be resolved by arbitration. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in court and are subject to very limited review by a court. In the event any litigation should arise between you and DBS in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, **YOU AND DBS WAIVE ALL RIGHTS TO A JURY TRIAL,** instead electing that the dispute be resolved by a judge.

1. **Governing Law.**

These Terms shall be governed by the Federal Arbitration Act, applicable federal law, and the laws of the State of Connecticut, without regard to the conflicts of laws rules of that state or any other state.

1. **Disclaimer of Representations and Warranties.**

THE SITE AND ANY PRODUCT AND/OR SERVICE OFFERED VIA THE SITE IS PROVIDED TO YOU ON AN "AS IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. NEITHER DBS NOR ANY OF ITS OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES OR AGENTS (COLLECTIVELY, THE "DBS PARTIES") MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER AS TO THE CONTENT OR OTHER SERVICES, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND FREEDOM FROM COMPUTER VIRUS. BY ACCESSING OR USING THE SERVICE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SERVICE.

NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM DBS INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

1. **Limitations of Our Liability.**

# TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE DBS PARTIES BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOOD-WILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE SITE, (B) THESE TERMS OR (C) YOUR MISUSE OF THE SITE OR ANY PRODUCTS, SERVICES OR CONTENT AVAILABLE ON OR THROUGH THE SITE OR ANY COMMUNICATIONS THAT WE MAY SEND TO YOU FROM TIME TO TIME. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

# NOTWITHSTANDING THE FOREGOING, THESE DISCLAIMERS HEREIN DO NOT EXCLUDE ANY PRODUCT LIABILITY CLAIMS, STATUTORY CONSUMER RIGHTS, DAMAGES ASSOCIATED WITH PERSONAL INJURY OR RESULTING FROM DBS INTENTIONAL MISCONDUCT, RECKLESSNESS, FRAUD, OR GROSS NEGLIGENCE.

1. **Indemnification.**

## You agree to defend, indemnify and hold harmless the DBS Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys’ fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your Submissions; (iii) your misuse of the Site, including any products, services or content available via the Site or our communication with you; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right; (vi) your use of a Third Party Service; or (vii) any misrepresentation made by you. DBS reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with DBS’s defense of any claim. You will not in any event settle any claim without the prior written consent of DBS.

## This provision does not require you to indemnify us for any unconscionable commercial practice by us or for our fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the service.

1. **Waiver of Injunctive or Other Equitable Relief.**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY DBS OR A LICENSOR OF DBS.

1. **Updates to Our Terms.**

We reserve the right, at any time in our sole discretion, to modify or replace any part of these Terms, without prior notice. You agree that we may notify you of any updated Terms and any by posting them on the Site so that they are accessible via a link from the home page, and/or to send you an e-mail to the last e-mail address you provided to us. All such changes are effective immediately when we post them, or such later date as may be specified in the notice of updated Terms. If you object to any such changes, your sole recourse is to cease using the Site.

1. **Miscellaneous.**
   1. **Consent or Approval**.

No purported consent from DBS or approval may be deemed to have been granted by DBS without being in writing and signed by one of our officers.

* 1. **Survival**.

The provisions of these Terms, which by their nature should survive termination of your use of the Site, including sections on Site Use (except for the limited license), Submissions, Copyright Infringement, Products and Services, Customer Support, Third Party Services, Service Features, Agreement to Arbitrate Disputes and Choice of Law, Disclaimer of Representations and Warranties, Limitations of Our Liability, Indemnification, Waiver of Injunctive or Other Equitable Relief, Updates to Our Terms, and Miscellaneous, will survive.

* 1. **Severability; Interpretation; Assignment**.

If any provision of these Terms, or any applicable Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the Additional Terms. You hereby waive any applicable statutory and common law that may permit a contract to be construed against its drafter. The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. DBS may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of DBS.

* 1. **Complete Agreement; No Waiver**.

These Terms, the SMS Terms (if applicable), our Privacy Policy, and our About Our Ads policy reflect our complete agreement regarding the Site and your use of our Site, and supersede any prior agreements, representations, warranties, assurances or discussion related to the Site. Except as expressly set forth in these Terms, (i) no failure or delay by you or DBS in exercising any of rights, powers, or remedies under will operate as a waiver of that or any other right, power, or remedy, and (ii) no waiver or modification of any term of these Terms will be effective, unless in writing and signed by the party against whom the waiver or modification is sought to be enforced.

* 1. **Client Support**.

###### We are committed to providing excellent service to you. Please reach contact us at [info@dispatchedstudio.com](mailto:info@dispatchedstudio.com), if you have any questions or concerns regarding any of our services or products.

* 1. **Investigations; Cooperation with Law Enforcement**.

DBS reserves the right to investigate and prosecute any suspected breaches of these Terms or the Site. DBS may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

* 1. **California Consumer Rights and Notices.**

Residents of California are entitled to the following specific consumer rights information: you may contact the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs by mail at: 400 R St., Suite 1080, Sacramento, California, 95814, or by telephone at (916) 445-1254. Their website is located at: <http://www.dca.ca.gov>.