

***Last Revised:*** January 17, 2024

## **1. Introduction**

Welcome to the DLT Alert Website! By using the Website you agree to be bound by the terms and conditions contained within the Terms of Service, including those additional terms and conditions and policies referenced herein and/or available by hyperlink, and our [Privacy Policy](#). Collectively, these form a legally binding agreement between us and you. **THE TERMS OF SERVICE CONTAIN AN AGREEMENT TO ARBITRATE ALL CLAIMS AND DISCLAIMERS OF WARRANTIES AND LIABILITY.**

The terms “DLT Alert”, “DLT Alert Warranty”, “we,” “us,” or “our” mean DLT Alert, LLC., a Delaware Limited Liability Corporation. The term “Services” means, collectively, the website at [www.DLTAlert.com](http://www.DLTAlert.com) (“Website”), various websites, applications, widgets, information, chatbots, services, email notifications and other media, or portions of such media, through which you have accessed the Terms of Service.

## **2. Privacy Policy**

By using our Services, you acknowledge that you have read and understand our [Privacy Policy](#). The Terms of Service incorporate this Privacy Policy in full and, by agreeing to the Terms of Service, you agree to be bound by the terms of the Privacy Policy. You also acknowledge receipt of our Cookies Policy, which is incorporated into our Privacy Policy.

### **3. Your Compliance with The Terms of Service**

By using our Services and visiting our Website, you voluntarily accept and consent to the Terms of Service, and your consent and acceptance is supported by sufficient and valuable consideration. You acknowledge that this consideration includes, but is not limited to, access to our Services and your ability to interact with our Services. You expressly represent that you have the capacity to agree to be bound to the Terms of Service and, given that you are acting on behalf of a business entity or other organization, agree that you have the authority to so bind that entity or organization.

### **4. Representation of Data Collection**

You consent to and agree that DLT Alert may collect data and Personal Data, as defined by Section 2 of our [Privacy Policy](#), from you even though we may not be able to offer you any available products or services for purchase. DLT Alert currently sells products or services and currently only sells limited warranty products. If you voluntarily provide us with any information about yourself or a third party, you agree that DLT Alert reserves the right to use that data for market analysis, advertising, or other commercial purposes. This is true even if DLT Alert cannot offer you or a third party products or services for sale at the time you provide us with this information.

When applying for an IT service warranty policy, you represent that you have provided notice to and obtained consents from your

company that will allow us to obtain any IT records related to the company to be used in underwriting decisions.

#### **5. Consent to Receive Electronic Copies of Warranty Documents**

By signing up for our Services, you consent to receive all warranty documents – including identification cards – in electronic form only to an email address you provide, except where electronic delivery is not allowed by law or regulation.

You can access your ID cards, policy documents, and related information via any contemporary web browser on an internet-connected device such as a tablet, mobile phone, or laptop. If you are unable to gain access to one of these devices, you are able to call DLT Alert at 1-916-542-9319 and one of our agents can provide you with a physical copy.

#### **6. Registration**

As a condition to using certain features of our Services, we automatically create accounts for users. Your email address will be your username. Logins will require a one-time password or access to your email inbox for verification. You may not use an email address which purports to represent or impersonate a person other than yourself. We reserve the right to refuse or cancel registration of any username in our sole discretion. You are responsible for maintaining the confidentiality of your username and password. You further agree to notify us immediately, at [support@DLT\\_Alert.com](mailto:support@DLT_Alert.com), if you become aware of any unauthorized use involving your username and/or password. You

further agree to timely review and reply as appropriate, to any transactional email notices we may send you regarding your DLT Alert account.

#### **7. Use of Our Services**

Our Services, as well as their underlying processes, related content, and generated data, may not be used for personal, family, household, informational, or non-commercial use. You may not copy, reproduce, sell, distribute, replicate, duplicate, relay, transmit, broadcast, or license our Services or their underlying processes, related content, or generate data without DLT Alert's express written consent. Your use of our Services is not transferable by you to any other person or entity. Your access and use of our Services may be interrupted by, without limitation, maintenance of our equipment or networks, malfunction of our equipment or networks, or inadvertently by a third party or parties. We reserve the sole right to suspend or discontinue the availability of our Services at any time in our sole discretion and without prior notice or consent.

You agree to the [DLT Alert Artificial Intelligence Terms](#) which are incorporated by reference into these Terms of Service.

#### **8. Prohibited Activities**

You are responsible for anything you transmit to or through DLT Alert's Website or to DLT Alert through email, short message service or text, API, voice calls, Facebook, Twitter, Google Review, chatbot, or any similar service. You represent that your

transmissions to DLT Alert are and will be truthful, accurate, not misleading, offered in good faith and that you have authority to transmit such information. In using this Website, you agree that it is solely your responsibility to avoid certain activities that we deem, at our discretion, to be prohibited. These prohibited activities include without limitation:

- Criminal activity or tortious activity, including (i) fraud or misrepresentation, (ii) harassment (such as verbal harassment), (iii) infringement or misappropriation of a third party's copyright, trademark, patent, trade secret, or other intellectual property, (iv) slander, libel, defamation, or use of content that is obscene, pornographic, vulgar or offensive, (v) use of content that promotes discrimination, bigotry, racism, hatred, harassment, violence, or harm against any individual or group, and (vi) content that promotes illegal or harmful activities or substances;
- Advertising to, or solicitation of, any user to buy or sell any products or services;
- Attempting to impersonate, or impersonating, another user or entity;
- Using a false email address, phone number, postal address, or contact information. You are also prohibited from using an email address, phone number, address or contact information of another entity or person without authorization;
- Attempting to access or search the Services or engaging in any automated use of the System, such as using scripts, spiders, crawlers, data mining tools, or the like to collect data, send comments or messages, post on forums, and/or request information;

- Attempting to probe, scan, or test the vulnerability of any DLT Alert system or network, or breach any security or authentication measures;
- Interfering with, disrupting, or creating an undue burden on our Services or the underlying networks;
- Accessing or tampering with non-public areas of the Services, DLT Alert's computer systems, or the technical delivery systems of DLT Alert's providers;
- Avoiding, bypassing, removing, deactivating, impairing, descrambling otherwise circumventing any technological measure implemented by DLT Alert or any of DLT Alert's providers or any other authorized third party to protect the Services;
- Using mega tags or other hidden text or metadata utilizing a DLT Alert trademark, logo, URL, or product name without DLT Alert's express written consent;
- Using information or scraping information from our Services for any purpose whatsoever;
- Using the Services for any commercial purpose or for the benefit of any third party or in any manner not permitted by these Terms of Service;
- Using the Services to send altered, deceptive, or false source-identifying information;
- Attempting to decipher, decompile, disassemble, or reverse engineer any of the software used to provide the Services;
- Interfere with, or attempt to interfere with, the access of any user, host or network, including without limitation, sending a virus, overloading, flooding, or spamming the Services;
- Collecting or storing any personally identifiable information from the Services from other users of the Services without their express permission;

- Using our Services in a manner inconsistent with any and all applicable laws and regulations; and
- Encouraging or enabling any other individual to do any of the foregoing.

#### **9. Monitoring of Services**

We reserve the right, but have no obligation to, monitor our Services for your or third party violations of the Terms of Service, take appropriate legal action against anyone who violates the Terms of Service, refuse or restrict access to or availability of any user's interaction with the Services, remove the Services, or otherwise disable all files and content at our discretion, and otherwise manage the Services in order to protect the rights and property of DLT Alert and its customers.

#### **10. Termination of Your Account or Use of Our Services**

We may restrict, suspend, or terminate your use of or access to our Services in the event that you violate the Terms of Service and, at our sole discretion, as permitted by law. We may change the Services or content, or otherwise restrict access to all or parts of our Services without providing notice at our discretion, as permitted by law.

Your policy may be canceled or nonrenewed for reasons in accordance with state regulations including termination of the policy for a single claim or loss where allowed.

#### **11. Content**

DLT Alert makes no representations or warranties about the suitability of the content of its Website for any purpose. DLT Alert provides all content of its Website on an “as is” and an “as available” basis without any warranty of any kind.

#### **12. List of Carriers & Agents We Currently Use**

DLT Alert may act on its own behalf to fulfill warranty services directly or as an agent that represents warranty companies to whom it will submit your warranty application and from whom it will procure your warranty coverage.

#### **13. Disclaimers and Limitations on Liability**

DLT Alert makes no warranty of any kind whatsoever – express or implied – with respect to the contents of its Services. DLT ALERT HEREBY DISCLAIMS ANY AND ALL implied warranties of merchantability, title, non-infringement, and fitness for a particular purpose. You expressly agree that your use of our Services is at your sole risk. It is solely your independent duty and responsibility to verify and evaluate the accuracy, correctness, reliability and completeness of ANY Services. We make no warranty or guarantee that any content available for downloading is free from infection from any computer programming or other glitches which may contaminate damage, interfere with, destroy, intercept, or expropriate any system, data, or personal information. We do not make any representations, warranties, or guarantees – express or implied – regarding quotes or offers provided on or through our Services. As such, we expressly



disclaim all liability for any content, products, or services furnished from such service providers.

We further make no representations, guarantees, or warranties that our Services are appropriate or available for use in jurisdictions outside of the United States of America. If you access or otherwise use our Services from these jurisdictions, you do so of your own volition and risk, and are solely responsible for compliance with local and international law.

DLT Alert will not be held liable to anyone for any liability arising out of, or in any way relating to, any damages, loss, or claim whatsoever, no matter how occasioned, in connection with or arising out of access to or use of the contents of its Services. In no event shall DLT Alert be liable for any special, indirect, exemplary, or consequential damages or any damages whatsoever, including, but not limited to, loss of use, data, or profits, without regard to the form of any action, including, but not limited to, contract or negligence or other tortious actions, arising out of or in connection with the use, reproduction, or display of the content.

#### **14. Representations and Disclaimers Related to Products or Services**

DLT Alert makes no representations, warranties, or guarantees with respect to quotes, terms, rates, coverage, or services offered to you by insurers or other third parties through DLT Alert's Services. DLT Alert believes the content provided through its Services to be accurate, complete, and current. However,

inadvertent technical or factual inaccuracies may arise and, therefore, DLT Alert does not warrant that its content is accurate, complete, and current. Content that DLT Alert provides through its Services is meant to assist you with warranty and financial decisions. However, such information merely constitutes a general description of warranty coverage potentially available. Any particular coverage provided to you by DLT Alert or any warranty company or other third party is subject to that party's terms, conditions, exclusions, and underwriting practices. Any coverage recommendations made by DLT Alert are based solely on a defined set of information provided by you and are limited to the products and coverages that DLT Alert offers. You acknowledge and agree that such recommendations may omit coverage that may be necessary or advisable for you and such recommendations may differ from recommendations that you might receive were you to seek advice specific to your individual circumstances. You must submit a complete application and required Primary Service API connection to obtain a particular coverage. Issuance of warranty coverage is dependent on underwriting approval; availability and coverages may vary by state. You must verify information DLT Alert provides through its Services before relying on that information in whole or in part. We also recommend that you obtain additional information and advice from your accountant, attorney, and other advisors that can take your individual circumstances into account. The warranty policy or other product or service you purchase from entities other than

DLT Alert forms the exclusive contract between you and the insurer or other third party, and you agree to not rely on the general information or descriptions of coverage made available through DLT Alert's Services. Our Service may provide you with offers or quotes with a third party provider of goods or services. However, you agree that we make no guarantee that all users will be provided with such a quote, and that some of these services may only be available to United States residents and corporations or only available in a portion of states. DLT Alert may receive fees or commissions from insurers or other third parties with respect to certain transactions made in connection with our Services. Nevertheless, you acknowledge that we are not responsible for any fee arrangement or the terms of any agreement you may enter into with a provider of a product or service through our Services. You hereby release DLT Alert of any loss, cost, damages, or claim in connection with or arising from your use of a service or product, including any fees charged.

#### **15. Representations to Us**

By using our Services, you represent and warrant to us that:

- You are at least 18 years of age.
- You are authorized to purchase and bind this warranty on behalf of the entity applying for coverage.
- You have not had any judgments or liens placed against you in the last three years.

You authorize DLT Alert, as well as its agents and representatives, to obtain cyber security background reports as well as consumer reports covered under the Fair Credit Reporting Act (“FCRA”) from a credit reporting agency of DLT Alert’s choice. You consent to DLT Alert, from time to time, obtaining and reviewing both cyber security and consumer reports in order to assess the insurability, or for any permissible purpose under the FCRA, with respect to you or the company or organization that you represent and/or own or operate. You understand that, pursuant to the FCRA, if any adverse action is taken based upon your consumer report, DLT Alert Warranty will alert you to this fact and send you a summary of your rights.

If any of the above statements are not true, you should not and are not authorized to use our Services.

#### **16. Indemnification and Hold Harmless**

By using our Services, you agree to indemnify, defend, and hold harmless DLT Alert against any claim, cost, fine, damages, including attorneys’ fees, arising from or related to your use of our Services.

#### **17. Fees and Charges.**

You may choose to purchase products or services from us while using our Services, which may result in charges and fees to you, including but not limited to installment, service, and cancellation fees separate from the premium and commission that DLT Alert may receive. The products and issues involved in understanding,

evaluating, purchasing and managing your policies are complex and involve advice specific to your needs. You are under no obligation to purchase any warranty product in exchange for receiving these services. These fees are fully earned upon binding each of your warranty policy(ies), whether you pay it in full at policy bind and at each renewal. We will inform you in advance of any such charge or fee. By submitting payment information for an accepted method of payment including electronic transactions (“Payment Method”) through our Services, you authorize us to charge you these agreed-upon amounts, as well as any applicable taxes to your Payment Method. You will not be entitled to any refund of charges, fees, or taxes except as expressly provided herein, or as required under applicable law. Premium Audit: (a) We will compute all warranty premiums for a warranty policy in accordance with our rules and rates in effect at the time; (b) The premium displayed on our website is a deposit premium for the policy period. We reserve the right to review the details of your business at the end of your policy period. If your business has changed since you applied, we reserve the right to adjust your previous period’s premium up or down accordingly. This means we may refund you for excess premium paid, or that we may bill you for an increased rate to cover the increased risk of your business if such changes have occurred; and (c) The Named Insured on a policy must keep records of the information we need for premium computation (generally, the information required in an application), and send us copies if requested. You may choose

to use a credit card or debit card as a Payment Method to pay for charges, fees, and taxes in connection with our Services. Should you choose to do so, you warrant that you are authorized to use such a credit or debit card for this purpose. Should you use a credit or debit card without authorization, in whole or in part, you will remain responsible for any outstanding balance, and we may alert the appropriate authorities of your misuse. Policy coverage is; monthly, semiannual, or yearly. You may choose to pay monthly, semiannually, or annually. By choosing to pay monthly and providing or designating a Payment Method, you authorize us to charge you each month at the monthly rate, and any other charges you may incur in connection with our Services, such as taxes and fees, to your Payment Method. You acknowledge that the amount billed each month may vary from month to month for reasons that may include differing amounts due to changing or adding products or services, and you authorize us to charge your Payment Method for such varying amounts, which may be billed monthly in one or more charges. We will automatically bill your Payment Method each month on the calendar day corresponding to the date of your first payment. We reserve the right to change the timing of our billing, in particular, as indicated below, if your Payment Method has not successfully settled. In the event your first payment occurred on a day not contained in a given month, we may bill your Payment Method on a day in the applicable month or such other day as we deem appropriate. For example, if your first payment was on January 31st, your next DLT Alert

payment date is likely to be February 28th, and your Payment Method would be billed on that date. We may authorize your Payment Method in anticipation of product or service-related charges. As used in the Terms of Service, "billing" shall indicate a charge, debit or other payment clearance, as applicable, against your Payment Method. Unless otherwise stated differently, month or monthly refers to your billing cycle. You further agree and consent to DLT Alert continuing to debit the same payment instrument upon renewal or similar event, if applicable.

You may edit your Payment Method information by logging in online or calling our customer support. If a payment is not successfully settled, due to expiration, insufficient funds, or otherwise, and you do not log in or call to edit your Payment Method information or cancel your account, you remain responsible for any uncollected amounts and authorize us to continue billing the Payment Method, as it may be updated. DLT Alert reserves the right to retry payment on your payment device on file until the amount owed is settled or you cancel your DLT Alert account. For certain Payment Methods, the issuer of your Payment Method may charge you a foreign transaction fee or other charges. Check with your Payment Method service provider for details.

Your premium payment does not bind coverage until the warranty carrier approves your application. In the event that the warranty carrier does not approve your application, your premium payment will be refunded.

You may cancel your policy at any time by logging in online or emailing customer support. If you cancel your policy, we will stop your monthly payments and will not further charge your Payment Method.

You will not be charged any interest, finance fee, late payment fee, or other type of finance charge. You agree that if you do not make a scheduled payment when due, we have the right to request cancellation of your warranty policy or policies. To avoid cancellation of your policy or policies, please be sure to make your monthly warranty premium payments on time.

DLT Alert and its partner brokerages, risk management, underwriting services, and other consultants may directly or indirectly receive commissions, fees, or interest as compensation for their services or products, or for holding capital. If you have any questions regarding the nature or amount of the compensation paid to DLT Alert or its partners, we encourage you to contact us.

You acknowledge that you understand, agree and consent to the Service Fee for working with DLT Alert. This fee is separate from the premium and commission that DLT Alert may receive. You acknowledge that the products and issues involved in understanding, evaluating, and managing your policies are complex and involve advice specific to your needs. You specifically agree that you have been provided a clear explanation of the Service Fee to be charged and the nature of the service provided and that you understand this Service Fee is fully earned



when the policy is bound, and at each renewal. You are under no obligation to purchase any warranty product in exchange for receiving these services. You may have already received some or all of these services and will be charged upon binding and upon renewal. Once paid, this Service Fee is not refundable.

#### **18. Provisional Period Clause**

During the first 30 days of coverage, the Warranty issuer reserves the right to terminate or disapprove any customer's coverage under the Warranty for any reason. This provisional period allows the issuer to ensure that the customer's systems and compliance with the Warranty terms align with acceptable cybersecurity standards.

#### **19. Financial Decisions**

Our Services offer a platform that provides you with access to information and third party providers of products and services. We do not endorse or recommend any of these providers, and do not act as an agent with respect to such providers or with respect to you. We do not investigate, guaranty or certify that such providers are appropriately licensed, certified, or otherwise qualified to offer these products and services. You agree that you are solely responsible to investigate these providers, and that you are solely responsible and liable for any products or services they may provide you that may give rise to costs, damages, liabilities, fees, or fines. We suggest that you consult financial advisers, warranty

agents, or other qualified professionals who may be fully aware of your individual circumstances and needs prior to making any financial or warranty purchasing decisions. You agree that you are relying solely on your judgment and that of your advisors in purchasing products or services through our Services or based on information provided by our Services.

## **20. Intellectual Property Rights**

Our names, graphics, and logos used in connection with our Services, service marks, icons, page headers, page layouts, scripts, and unique terminology are our trademarks and trade dress (collectively, "Proprietary Marks") in the United States and other countries. You may not use our Proprietary Marks without our express and written permission. DLT Alert makes no proprietary claim to any third party names, trademarks, or service marks appearing on our Services as the rights related to these names, trademarks, or service marks belong to their respective owners. Any information, advice, data, software, or other content, which may be contained in or downloaded from our Services (collectively, "Content"), including, but not limited to, all text, graphics, charts, images, videos, line art, icons, and renditions, are copyrighted by, or otherwise licensed to, us or our Content suppliers. We also own copyrights to a collective work in the selection, coordination, arrangement, organization, navigation, presentation, display, and selective alteration of the Content ("Collective Work"). All software used in providing or supporting

our Services (“Software”) is our property or the property of our software vendors and is protected by United States and international copyright laws. Any access you may have, including but not limited to, viewing, reading, printing, downloading or otherwise using the Content, Collective Work, or Software does not waive any of our rights and does not entitle you or any third party to any ownership or intellectual property rights. You are solely liable for any damages arising from your infringement of our or any third party intellectual property rights with respect to the Proprietary Marks, Content, Collective Work, Software, or third party names, trademarks or service marks. You are solely responsible for any harm incurred to us or our affiliates as a direct or indirect result of you copying, distributing, redistributing, publishing, or using the same for purposes that are expressly or impliedly in violation of these Terms of Service.

#### **21. No Third party Beneficiaries**

The Terms of Service are between you and DLT Alert, and no provision within the Terms of Service confers any implied or express right to any third party. The Terms of Service do not provide you with any authority to bind DLT Alert in any way.

#### **22. Assignment**

You may not transfer, assign, or license your rights under the Terms of Service without our prior express and written consent.

#### **23. Void Where Prohibited**

Our Services are intended for use for those areas in the United States where we, our affiliates, our partner insurers, our brokers, or our agents are licensed and permitted to sell our products and services. Although our Services may be accessed by users in other locations, any offer or transaction for any feature, product, or service is void where prohibited by law.

#### **24. Our Services Are Not Intended for Minors**

Our Services are not directed at minors, that is, persons younger than 18 years old. If you are not at least 18 years old, please do not attempt to access our services. We do not knowingly contact or collect personal information from persons under 18 years old, and such a person should not provide us with any information.

#### **25. Governing Law and Jurisdiction**

You agree that the Terms of Service (and incorporated Privacy Policy and Cookies Policy) are governed and interpreted by the laws of the State of Delaware without regard to principles of conflicts of law. By using our Services, you agree to personal and exclusive jurisdiction of the state and federal courts of New York in order to resolve any dispute arising from your use of the Services, including but not limited to the enforcement of any arbitration award. You further agree to waive any objection to such jurisdiction or venue.

#### **26. Arbitration Agreement and Waiver of Class Remedies**

##### **(a) Arbitration Agreement**

You and we agree that any “Dispute” arising out of or relating in any way to our Services, these Terms of Service, your visit to our use of our websites, any products or services offered through our websites, or the enforceability, validity, or applicability of this Arbitration Agreement or class waiver shall be finally resolved by binding arbitration following the parties’ best efforts to settle such Dispute. “Dispute,” is defined as any claim, controversy, or action, whether brought under contract, tort, in law or equity, or under any regulation or statute.

30 days prior to initiating any arbitration proceeding, the party seeking resolution of a Dispute shall provide notice of the Dispute to other party and engage in a meaningful good faith effort to resolve the Dispute. If a binding arbitration occurs, it shall be administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules and its procedures for consumer disputes, except for any rules or procedures permitting class actions or otherwise contradictory to the Terms of Service. An arbitrator shall have exclusive authority to resolve all disputes, including whether any particular Dispute is within the scope of this Arbitration Agreement, or this or any other provision contained in the Terms of Service is void or voidable. The arbitrator’s award shall be binding and entered as a judgment in any court of competent jurisdiction and in accordance with the Governing Law and Jurisdiction clause of the Terms of Service.

**YOU UNDERSTAND THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO BRING**

**ANY DISPUTE AS A CLAIM OR COLLECTIVE ACTION UNDER THIS AGREEMENT. YOU UNDERSTAND THAT, ABSENT THIS ARBITRATION AGREEMENT PROVISION, YOU MAY OTHERWISE HAVE THE RIGHT TO SUE IN A COURT OF LAW, AND MAY HAVE THE RIGHT TO A TRIAL BY JURY. WHILE ARBITRATION IS INTENDED TO BE MORE COST-EFFECTIVE, IN SOME INSTANCES THE COST OF ARBITRATION MAY EXCEED THE COST OF CIVIL LITIGATION IN A COURT. MOREOVER, THE RULES AND PROCEDURES OF ARBITRATION MAY LIMIT DISCOVERY.**

**(b) Waiver of Class Remedies**

The parties agree that any arbitration shall be conducted only in their individual entity capacities, and the parties expressly forego the right or option to file or join a class action or other representative action. Should any court or arbitrator determine that the class action waiver set forth in this section is void or otherwise unenforceable, or that an arbitration can proceed on a class basis, then the arbitration provision shall be deemed null and void in its entirety, and the parties shall be deemed to have not agreed to arbitrate any dispute.

**(c) Exception: Litigation of Small Claims Court Claims**

Notwithstanding the parties' decision to resolve all disputes through arbitration, relief may also be sought in a small claims court for disputes or claims within that court's jurisdiction—subject

to the Governing Law and Jurisdiction clause of the Terms of Service.

**(d) Thirty Day Right to Opt Out**

You have the right to opt out and not be bound by the arbitration agreement and class action provisions of this section by sending written notice of your decision to opt out to the following address: 26 Belle Ln., Garrison, NY 10524. Such notice must be sent within thirty (30) days of registering to use our Services, or else you shall be bound to arbitrate disputes in accordance with these Terms of Service. Any such opt out shall be mutual. We reserve the right to terminate your use of our Services should you opt out.

**27. No Oral Modification**

The Terms of Service may not be modified through oral agreement or statements. The individual employees of DLT Alert, DLT Alert's partners, and DLT Alert's third party affiliates are not authorized to modify the Terms of Service except by the mechanism stated herein. Any employee offering to modify the Terms of Service is not acting as an agent of DLT Alert or with proper authority to bind DLT Alert. You agree not to rely on any statement, written or oral, by any employee or agent of DLT Alert or any third party with respect to modification or interpretation of the Terms of Service.

**28. Communications With DLT Alert**

In using our Services, you may choose to communicate with us by providing us with feedback, comments, questions, or

proposals. Under no circumstance will your submission of information obligate DLT Alert to pay you compensation.

You may provide your information as part of an attempted or completed request for a quote or offer for goods and services of a third party vendor. In doing so, you agree to allow DLT Alert to use this information in any way consistent with the Terms of Service, our Privacy Policy, and our Cookie Policy. When you submit contact information to us as part of an attempted or completed request for a quote or offer for goods or services, you consent to receive telephone calls, emails, text messages, mailers, or other similar communications in connection with these goods and services. This is true even if your phone number is on any “do not call” list.

### **29. Severability**

Except as otherwise provided herein, in the event that any provision contained within the Terms of Service is deemed to be unenforceable, invalid, or ambiguous, such provision shall be limited or discarded to the minimum extent necessary so that the remaining provisions of the Terms of Service remain in full force and enforceable.

### **30. Non-Waiver**

Neither party shall be deemed to have waived, in whole or in part, any of its rights granted herein by its failure to exercise, in whole or in part, any right herein.



### **31. Force Majeure**

Neither party shall be responsible for any delay or failure in any performance due to acts of God, war, warlike conditions, blockade, embargoes, riots, government restriction, labor disturbances, unavailability of anticipated or usual means of supplies, wrecks, epidemics, quarantine, fire, flood, earthquake, explosion, any unforeseen change in circumstances, or any other causes beyond any party's reasonable control.

### **32. Entire Agreement**

The Terms of Service and only those Policies or Notices expressly incorporated by reference herein constitute the entire agreement of the parties and supersede any prior or contemporaneous agreements, understandings, warranties, or understandings, whether written or oral, whether express or implied, with connection to our Services.

### **33. Notification of Changes**

At its discretion, DLT Alert may amend the Terms of Service from time to time. We will post any such material changes to our Website along with a notice indicating that the Terms of Service have changed at least thirty (30) days prior to the effective date of these changes, when practicable. Should we materially change the Terms of Service, you may cancel your account with us by contacting us in accordance with the "Contact DLT Alert" provision of the Terms of Service before the effective date of the modified

Terms of Service. You will not be bound by the updated Terms of Service if you cancel your account within this time.

#### **34. Notice**

In the event DLT Alert may choose or become obligated to provide you with notices under or related to the Terms of Service, you consent to receive such notices or related communications by DLT Alert posting them on its website, by sending them to you via an email address you provided, or by sending them to a postal address you provided, at our discretion. You further agree that any such communication as described herein satisfies any legal requirement that the communication must be provided in writing.

#### **35. Contact DLT Alert**

If you have any questions about the Terms of Service or wish to notify us in relation to your use of our Services, you may contact DLT Alert by email at [support@DLTAlert.com](mailto:support@DLTAlert.com), by phone at (838) 910-3219, or by postal mail at: 22316 Westheimer Parkway, #708, Katy, TX. 77450.