

**IN THE SUPREME COURT
STATE OF FLORIDA**

THE FLORIDA BAR,

CASE NO. SC18-149

Petitioner,

v.

Florida Bar File Nos.
20174035(11B) and
20174045(11B)

TIKD SERVICES LLC,
A Foreign Limited Liability Company,

and

CHRISTOPHER RILEY,
individually and as Founder of
TIKD SERVICES LLC,

Respondents.

**RESPONDENTS TIKD SERVICES LLC AND CHRISTOPHER RILEY'S
MOTION FOR SUMMARY JUDGMENT**

Respondents TIKD Services LLC (“TIKD”) and Christopher Riley, pursuant to Rules Regulating the Florida Bar 10-7.1(b)(5) & (6), hereby move for summary judgment as to all claims asserted by Petitioner The Florida Bar (“the Bar”) in its Petition Against the Unauthorized Practice of Law (“Petition”). As demonstrated herein, the material facts are not in dispute, and those facts establish Respondents are not engaged in the unauthorized or unlicensed practice of law (“UPL”).

The Undisputed Facts

A. Respondents TIKD and Christopher Riley.

TIKD was founded in 2016 by Christopher Riley, its Chief Executive Officer. Ex. 1 ¶ 1. Riley is a graduate of the U.S. Naval Academy, a Navy veteran, and a graduate of Harvard Business School. Riley is not an attorney, and has never claimed to be. *Id.* Riley has also never offered to provide or provided any legal services to any TIKD customer, or anyone else in Florida. *Id.*

TIKD launched in December 2016, and currently provides its services in four counties in Florida and four other states. Ex. 1 ¶ 2. TIKD provides an innovative, technology-based solution for Florida drivers who have received traffic tickets. *Id.* TIKD owns and operates a website at <http://www.tikd.com>. Ex. 1 ¶ 3. TIKD also publishes a free mobile app that can be used instead of the website. *Id.* TIKD provides a technology platform to facilitate resolution of a traffic ticket, and through that platform pays a licensed, independent attorney who represents the ticketed driver. Ex. 1 ¶ 4, 7. All legal services relating to the ticket are provided by licensed, independent Florida attorneys who are not employed or controlled by TIKD. Ex. 1 ¶ 9. TIKD does not provide any legal advice or legal services, and does not participate in the attorney-client relationship or communications between the TIKD customer and the licensed, independent Florida attorney engaged to represent that customer. Ex. 1 ¶ 9, 15, 16.

B. The TIKD Terms of Service.

The terms of TIKD’s services are expressly and clearly set out in TIKD’s Terms of Service (“TOS”), which may be accessed and read at any time on TIKD’s website. Ex. 1A. The customer affirmatively assents to these terms at the time the driver creates a TIKD account, before TIKD receives any payment. Ex. 1 ¶ 10. The TIKD TOS make clear that the customer authorizes TIKD to arrange for the retention of a licensed, independent Florida attorney to represent the customer, and to pay the attorney a fee:

7. Representation. By using the TIKD Properties and purchasing the Services, you authorize us to hire an independent licensed attorney on your behalf to represent you on all matters concerning the license plate number and traffic ticket number submitted by you with the TIKD Properties and to make payments to such independent licensed attorney on your behalf.

Ex. 1A ¶ 7.

Moreover, TIKD clearly discloses to its customers that it is “**not an attorney and does not provide any legal advice,**” and that all legal services are provided by independent lawyers:

3. Provision of Services. The TIKD Properties provide a service made available by Company designed to help users challenge their traffic violation tickets by hiring independent attorneys on users’ behalf to represent users in challenging traffic violation tickets (the “Services”). **TIKD IS NOT A LAW FIRM, WE ARE NOT ATTORNEYS AND WE DO NOT DISPENSE LEGAL ADVICE NOR SHOULD YOU CONSIDER PROVISION OR RECEIPT OF THE SERVICES AS SUCH. ALL LEGAL MATTERS ARE HANDLED BY INDEPENDENT LICENSED ATTORNEYS**

HIRED ON YOUR BEHALF. TIKD WILL NOT PROVIDE YOU WITH ANY LEGAL ADVICE OR DISCUSS THE LEGAL ASPECTS OF THE CASE WITH YOU.

Ex. 1A at ¶¶ 1, 3.

C. The TIKD Process.

Using either the TIKD website or app, a person who has received a traffic ticket can request TIKD's services by uploading a picture of the ticket and creating an account. Ex. 1 ¶ 4. TIKD then performs a statistical analysis on the uploaded ticket before agreeing to provide its services to the driver. Ex. 1 ¶ 5. In the process of deciding whether to accept a ticket, TIKD does not provide the driver with any legal advice or evaluation of the likelihood of a fine or available defenses to the ticket. *Id.*

If TIKD declines the ticket, it notifies the driver and the driver is not charged. Ex. 1 ¶ 6. If TIKD accepts the ticket, the driver is charged a percentage of the face amount of the ticket. *Id.* The customer can pay the full amount or pay in monthly installments. *Id.* There are no other charges at any time. *Id.*

For this single charge to the driver, TIKD (1) pays the cost of an independent attorney who contracts separately with the driver and defends the driver's ticket in court; (2) pays any fine or court costs imposed against the driver if the ticket is not dismissed; and (3) provides the driver a full refund of the charge

the driver paid to TIKD if any “points” are issued against the driver’s license, while still paying any court costs or fines. Ex. 1 ¶ 7.

TIKD does not guarantee the outcome of any ticket. Ex. 1 ¶ 8. TIKD also does not guarantee its customers will not receive “points.” *Id.* TIKD merely simplifies the driver’s resolution of a traffic ticket and caps the driver’s maximum financial exposure from that ticket at the amount of TIKD’s charge. *Id.*

As noted, TIKD does not give legal advice or provide legal representation to ticketed drivers. Ex. 1 ¶ 9. All legal representation and advice is provided by independent, licensed Florida attorneys in private practice who are not employed or controlled by TIKD. *Id.* TIKD maintains a list of licensed Florida attorneys who handle traffic ticket defense in Florida and who are willing to represent drivers who have submitted their tickets to TIKD. Ex. 1 ¶ 12. TIKD does not receive any fees, payments, or other compensation from these independent lawyers. Ex. 1 ¶ 18. TIKD pays the lawyers a flat fee per ticket defended, regardless of outcome. *Id.* As explained in the TOS, after accepting a ticket, TIKD contacts one of these attorneys and provides the driver’s contact and ticket information. Ex. 1 ¶ 11; Ex. 1A ¶ 6. The attorney is then free to accept or decline the representation. Ex. 1 ¶ 13. If the attorney declines, TIKD may send the customer information to another participating independent attorney. *Id.* If no attorney accepts, TIKD notifies the customer and provides a full refund. *Id.*

If the attorney accepts the representation, the attorney contacts the driver directly and provides a representation letter drafted by the attorney. Ex. 1 ¶ 14. The driver may decline the attorney's representation for any reason. *Id.* If the driver declines, TIKD provides a full refund. *Id.*; Ex. 1A ¶ 6.

If both the attorney and the driver agree to the attorney's representation of the driver, they enter into an independent, contractual attorney-client relationship based on the attorney's representation letter. Ex. 1 ¶ 15. The attorney then works and communicates directly with the driver regarding the traffic ticket defense. *Id.* Drivers communicate directly and confidentially with their attorneys, not through TIKD. *Id.*

TIKD does not instruct the attorneys on how to advise or represent the drivers. Ex. 1 ¶ 16. TIKD does not participate in attorney-client communications or the attorney-client relationship. *Id.* TIKD is not involved in the attorney's defense of the ticket. *Id.* For the customer's convenience, TIKD provides status updates about the customer's ticket legal proceeding based solely on publicly available docket information provided by the attorneys. *Id.* If a customer mistakenly contacts TIKD to discuss the merits of a case, TIKD refers the customer back to the attorney. *Id.*

The independent attorney handles all aspects of the ticket defense. Ex. 1 ¶ 17. If the ticket is dismissed, the customer's attorney-client relationship ends,

and TIKD has no further obligation. *Id.* If a fine is assessed, TIKD pays the fine, regardless of whether it is more or less than the amount TIKD charged the customer. *Id.* If any driving points are assessed, the customer is entitled to a full refund of TIKD's charge. *Id.*

To TIKD's knowledge, no TIKD customer has complained to the Florida Bar, its UPL Committee, the Florida Attorney General, or any other agency about TIKD's services or the representation received from the licensed, independent Florida attorneys who represent ticketed drivers. Ex. 1 ¶ 19. The only complaints TIKD is aware of, including the complaint underlying this UPL proceeding and the related ethics complaints filed against the lawyers who have worked with TIKD, were made by Mark Gold and other lawyers associated with his law firm "The Ticket Clinic," which specializes in traffic ticket defense. *Id.*

Argument

This Court has the authority to enter summary judgment where “there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law” or to “enter a judgment on the pleadings.” *Fla. Bar v. Rapoport*, 845 So. 2d 874, 877 (Fla. 2003).

A. The Purpose of UPL Regulation.

This Court has not promulgated a comprehensive definition of “the practice of law,” concluding that “any attempt to formulate a lasting, all-encompassing definition of ‘practice of law’ is doomed to failure ‘for the reason that under our system of jurisprudence such practice must necessarily change with the everchanging business and social order.’” *Fla. Bar v. Brumbaugh*, 355 So. 2d 1186, 1191-92 (Fla. 1978). This Court has noted, however, two cautionary principles in evaluating any allegation that a non-lawyer is practicing law.

First, any limitation on the actions of non-lawyers is imposed “to protect the consuming public from being advised and represented in legal matters by unqualified persons who may put the consuming public’s interests at risk.” *Fla. Bar v. Neiman*, 816 So. 2d 587, 597 (Fla. 2002). This is “the single most important concern in the Court’s defining and regulating the practice of law” – preventing the harm to consumers that may be caused by non-lawyers providing legal advice and representation. *Fla. Bar v. Moses*, 380 So. 2d 412, 417 (Fla. 1980).

Next, this Court has recognized that “the natural tendency of all professions” is “to act in their own self-interest.” *Brumbaugh*, 355 So. 2d at 1189. Therefore, the Court will “closely scrutinize all regulations tending to limit competition in the delivery of legal services to the public, to determine whether or not such regulations are truly in the public interest.” *Id.* Moreover, the Court has been particularly careful in its analysis when a claim of unauthorized practice is made by members of the Florida Bar, rather than by a respondent’s customers. *Id.* at 1190-91.

B. Respondents are Not Engaged in UPL.

The Petition alleges two counts of purported unauthorized practice of law. Count I alleges “Respondents advertise in a fashion which may lead a reasonable lay person to believe Respondents are qualified to offer legal services to the public.” Pet. at 2. Count II alleges “Respondents engage in the business of offering traffic ticket legal defense services through members of The Florida Bar.” Pet. at 4. However, the undisputed facts do not support the assertion that TIKD or Riley are engaged in the unauthorized practice of law.

The administrative and financial services provided by TIKD, and the legal services provided by the lawyers who represent TIKD’s customers, are separate and distinct. TIKD provides no legal advice or representation, and as noted, expressly advises all TIKD customers of this fact in the TOS. Ex. 1 ¶¶ 9-16. All

legal advice and representation is provided by independent, licensed Florida lawyers. *Id.* TIKD is not involved in the attorney-client relationship or attorney-client communications and does not direct or influence the attorneys' legal judgment or representation. *Id.*

The attorneys who represent TIKD's customers do not share legal fees with TIKD, or make any payments or provide any form of compensation to TIKD. Ex. 1 ¶ 17. TIKD simply pays the lawyers a fixed fee per representation. This payment is consistent with Rules Regulating Fla. Bar 4-1.8(f) and 4-5.4(d), which permit an attorney to be paid by a third party to render legal services, so long as the client consents, there is no interference with the attorney-client relationship or the lawyer's independent judgment, and client information is protected. TIKD's Terms of Service confirm that these conditions are met. Ex. 1A ¶¶ 6-7.

The relationship between TIKD, its customers, and the independent attorneys is thus analogous to that of a liability insurance carrier, its insured, and panel defense counsel. A liability insurance customer buys a policy and pays the carrier premiums; in exchange, the carrier selects and pays counsel to represent and defend the insured in litigation. The Florida Bar itself approved this exact arrangement in Ethics Opinion 98-2. The Bar concluded therein that an insurance company's agreement to pay an attorney a set fee for each case the attorney handled on behalf of the carrier's customers was proper, so long as the carrier did

not impose any limitations on the attorney's ethical obligations to the customer. This Court has never held that such an arrangement constitutes the practice of law by an insurance carrier or other non-lawyer, and there is no basis for a different ruling as to TIKD.

Petition Count I alleges that TIKD advertises in a way "which may lead a reasonable lay person to believe Respondents are qualified to offer legal services to the public." Pet. at 2. However, TIKD's TOS prominently states that TIKD is not a law firm, that it does not provide legal advice, and that all legal services come from independent lawyers. Ex. 1A ¶ 3. This pre-purchase, conspicuous explanation and disclaimer is sufficient to put a reasonable consumer on notice that TIKD is not a law firm and does not practice law.

The Bar's recitation of TIKD's advertising does not support a contrary finding. TIKD's advertising states simply (1) each customer should do their own research before using TIKD's services, and (2) if the customer ends up opting to use TIKD's services, they will likely get a cheaper service. Additionally, the very first frequently asked question on the TIKD website provides: "Is TIKD a law firm?" To which, TIKD answers:

No, TIKD is NOT a law firm and does not provide legal advice. TIKD provides you with a more convenient, more cost-effective alternative to hiring your own lawyer or using a lawyer referral service. We do this by giving you access to a traffic ticket lawyer at a pre-negotiated rate that is always going to be cheaper than hiring your own lawyer, directly from your phone in two minutes or less. TIKD does not

participate in the attorney client relationship and, if you choose, TIKD does not communicate with your lawyer regarding the legal aspects of your case.

<https://tikd.com/frequently-asked-questions>. This narrative and the relevant TOS provisions establish no reasonable person could conclude Respondents are “qualified to offer legal services to the public.”

Petition Count II alleges, albeit inconsistently, that Respondents are engaged in the unauthorized practice of law by “offering traffic ticket legal defense services *through members of The Florida Bar*.” Pet. at 4 (emphasis added). The Bar does not explain how this constitutes the practice of law by TIKD, given that its Petition essentially admits that the legal services are provided by “members of the Florida Bar.” *Id.* As noted above, Florida law does not prohibit a consumer from authorizing a third party to pay an attorney on the consumer’s behalf. R. Regulating Fla. Bar 4-1.8(f).

For instance, in *Scharrer v. Fundamental Administrative Services, LLC*, 2013 WL 3943156 (M.D. Fla. July 30, 2013), the plaintiff alleged that the defendant nursing home administrative service company and its employees had engaged in the unlicensed practice of law by retaining and controlling outside counsel representing nursing homes in pending litigation in Florida. After a careful review of ten UPL cases decided by this Court, the District Court found no evidence to support the plaintiff’s claims, because the defendants themselves had

engaged in no acts considered to be the practice of law in Florida, and because there was no evidence the non-lawyers had controlled or directed the attorneys' representation. *Id.* at *5-11. Retaining independent attorneys to do the actual lawyering is not the practice of law in Florida in the absence of evidence that the non-attorneys specifically controlled the lawyers' acts on behalf of their clients. *Id.* at *10-11.

Likewise here, there is no evidence Respondents have themselves engaged in any acts considered to be the practice of law in Florida, and no evidence Respondents control or direct the legal representation provided to TIKD customers by licensed, independent attorneys. Indeed the Petition does not even allege that Respondents *themselves* engaged in actions defined by this Court as constituting the practice of law. *See* Pet. at 1-5.

C. The Cases Cited by the Bar Belie Any Assertion Respondents are Engaged in UPL.

The final paragraph of the Petition contains a string cite of six cases. *See* Pet. at 4-5 (citing *Fla. Bar v. Sperry*, 140 So. 2d 587 (Fla. 1962); *Fla. Bar v. Warren*, 655 So. 2d 1131 (Fla. 1995); *Fla. Bar v. Neiman*, 816 So. 2d 587 (Fla. 2002); *Fla. Bar v. Brumbaugh*, 355 So. 2d 1186 (Fla. 1978); *Fla. Bar v. Consol. Bus. & Legal Forms, Inc.*, 386 So. 2d 797 (Fla. 1980); *Fla. Bar v. We The People Forms & Serv. Ctr. of Sarasota, Inc.*, 883 So. 2d 1280 (Fla. 2004)). But the Petition does not explain how those cases support its allegation of UPL against

Respondents. Instead, the Bar alleges simply that “[t]he aforementioned actions of the Respondents violate the letter and spirit” of the cited cases. *See* Pet. at 4-5. But these cases actually contradict any assertion Respondents are engaged in UPL.

Sperry, *Warren*, and *Neiman*, all involved non-lawyers affirmatively holding themselves out as lawyers and rendering actual legal services (*i.e.*, representing persons in matters pending before administrative agencies and courts, rendering opinions on legal matters, arguing the merits of cases and negotiating the settlement of civil claims). *Fla. Bar v. Sperry*, 140 So. 2d 587 (Fla. 1962); *Fla. Bar v. Warren*, 655 So. 2d 1131 (Fla. 1995); *Fla. Bar v. Neiman*, 816 So. 2d 587 (Fla. 2002). These cases reveal the fundamental flaw in the Bar’s allegations. This Court’s bedrock principle of UPL regulation is “to protect the public from being *advised and represented in legal matters* by unqualified persons over whom the judicial department can exercise little, if any, control in the matter of infractions of the code of conduct which, in the public interest, lawyers are bound to observe.” *Sperry*, 140 So. 2d at 595 (emphasis added). No such concerns exist as regards the actions of Respondents.

Unlike *Sperry*, Respondents do not claim to be lawyers or to provide legal advice or legal service. Respondents do not represent anyone before a government agency, in court, or in other legal proceedings. All such representation is done by independent attorneys not under Respondents’ employ, direction or control. The

Petition does not, because it cannot, allege that drivers who use TIKD's services are represented by "unqualified persons" who are not subject to control and regulation by the judicial department – each driver is in fact represented by a licensed, independent Florida attorney fully subject to the Rules of Professional Responsibility, the Bar's disciplinary process, and this Court's authority.

In *Warren*, this Court enjoined a non-lawyer who failed to respond to a petition alleging he had represented persons in litigation, collected fees under the guise of being a lawyer, and failed to perform the promised services. 655 So. 2d at 1132-33. Respondents' conduct does not remotely resemble that enjoined in *Warren*.

In *Neiman*, this Court enjoined a non-lawyer paralegal and corporation which had performed numerous acts "commonly understood to be the practice of law," including negotiating personal injury settlements. 816 So. 2d at 588. The referee found "no attorney had any meaningful role in the development or settlement of several of the cases." *Id.* Here, Respondents prepare no legal documents and do not provide legal advice or services. All legal representation, advice and counsel is provided by licensed, independent Florida attorneys.

Brumbaugh involved a person providing "secretarial services" in the preparation of wills, bankruptcies, and divorces. *Brumbaugh*, 355 So. 2d at 1189. The Bar contended that person had actually prepared legal documents necessary

for divorce proceedings. *Id.* But Respondents do not engage in comparable activities. They do not give drivers legal advice, prepare any legal documents, or represent anyone in court.

Consolidated Business involved a non-lawyer run corporation that directly employed Florida lawyers full-time to provide legal services and extensively controlled the details of how the lawyers delivered those legal services. *Consol. Bus. & Legal Forms, Inc.*, 386 So. 2d at 798-800. The referee found that the for-profit corporation, among other things, (1) established rules and policies governing fees, permissible conference time with clients, and required legal forms; (2) had access to clients' files; (3) employed legal secretaries with access to clients' files; (4) directed and controlled the legal secretaries' activities; (5) terminated lawyers without regard to transfer of client files; (6) assigned new lawyers to take over client files upon termination of a prior attorney; (7) exerted a proprietary interest in the clients' case files; (8) and managed specific client cases in a profit-oriented manner that resulted in client injury or inadequate representation. 386 So. 2d at 799-800. Lawyer-employees were fired and hired, resulting in the switching of lawyers for hundreds of clients without their consent. But Respondents simply do not engage in any of the conduct described in *Consolidated Business*.

We The People involved a for-profit corporation, owned and operated by non-lawyers, which advertised and performed form-preparation services extending

far beyond the typing and selling of forms, and had directly employed an attorney to give legal advice to its customers. 883 So. 2d at 1281, 1282-84. This Court therein enjoined actions beyond the selling of forms and instructions and providing typing services (i.e., preparing legal documents and pleadings, interpreting the effect of Florida law). Here again, Respondents simply do not engage in any such conduct.

Conclusion

This is not a complex case. The undisputed facts establish Respondents do not engage in any acts constituting the unauthorized practice of law, and they do not employ or control the licensed, independent Florida lawyers who provide legal advice and representation to TIKD customers. Based on all of the foregoing, and on the undisputed facts before this Court, Respondents TIKD Services LLC and Christopher Riley respectfully request that this Court grant this Motion for Summary Judgment, dismiss all claims asserted in the Petition, and grant such other and further relief the Court deems necessary and proper.

Respectfully submitted,

By: /s/ Christopher M. Kise _____

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**ATTORNEYS FOR RESPONDENTS
TIKD SERVICES LLC AND
CHRISTOPHER RILEY**

CERTIFICATE OF SERVICE

I hereby certify that a true and complete copy of the foregoing was served by electronic mail on April 9, 2018 on all counsel listed below:

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By: /s/ Christopher M. Kise
Christopher M. Kise

EXHIBIT 1

**IN THE SUPREME COURT
STATE OF FLORIDA**

THE FLORIDA BAR,

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Petitioner,

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Florida Bar File Nos.
20174035(11B) and
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TIKD SERVICES LLC,
A Foreign Limited Liability Company,

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CHRISTOPHER RILEY,
individually and as Founder of
TIKD SERVICES LLC,

Respondents.

AFFIDAVIT OF CHRISTOPHER RILEY

STATE OF FLORIDA §

§

COUNTY OF MIAMI-DADE §

Before me, the undersigned notary, on this day appeared the person known to me to be Christopher Riley who, after being duly sworn, did state as follows:

“My name is Christopher Riley. I am over the age of twenty-one (21) years, I have never been convicted of a felony, and I am competent to make this affidavit. I have personal knowledge of the matters contained in this affidavit, and they are true and correct.

1. I am the Founder and CEO of TIKD Services, LLC (“TIKD”), and a Respondent in the above-captioned matter. I am a 2001 graduate of the United States Naval Academy and a 2008 graduate of the Harvard Business School. I am not an attorney, and I have never claimed to be one. I have never offered to provide and have never provided any legal services to any TIKD customer, or anybody else in Florida.

2. I founded TIKD based on my belief that modern communication technology could provide a simpler, better, and innovative way for drivers to handle tickets. I launched TIKD in December 2016. TIKD is currently providing its services in four Florida counties and in four other states.

3. TIKD owns and operates a website at <http://www.TIKD.com>. It also publishes a free mobile app that can be used instead of the website.

4. Through its website and mobile app, TIKD provides a technology platform and financial guarantee for drivers who have received a traffic ticket. Using either the website or app, a person who has received a traffic ticket can request TIKD’s services by uploading a picture of the ticket and creating an account.

5. TIKD performs a statistical analysis on each uploaded ticket before TIKD agrees to provide the driver with its services. In performing this statistical analysis, TIKD does not communicate anything to the driver nor does TIKD provide any legal advice or evaluation of the likelihood of a fine or available defenses at any point.

6. If TIKD declines the ticket, it notifies the driver and the driver pays nothing. If TIKD accepts the ticket, the driver is charged a percentage of the face amount of the ticket. The customer can choose to pay the remaining percentage at the time of acceptance, or pay the balance in monthly installments. There are no other charges, at any time.

7. For a single charge to the driver, TIKD (1) pays the cost of an independent attorney who contracts with the driver separately and represents the driver against the traffic ticket in court; (2) pays any fine or court costs imposed against the driver if the ticket is not dismissed; and (3) provides the driver a full refund of all charges if any “points” are issued against the driver’s motor vehicle license, while still paying any fine or court costs imposed.

8. TIKD does not guarantee the outcome of any ticket. TIKD does not guarantee its customers will not receive “points” on their drivers’ licenses. But by providing the above services, TIKD caps the driver’s maximum financial exposure to the traffic ticket at the amount of TIKD’s charge and simplifies the driver’s response to the ticket.

9. TIKD and its employees do not give legal advice or provide legal representation to drivers. All legal representation and advice is provided by independent, licensed Florida attorneys in private practice.

10. When a driver creates an account with TIKD, the driver affirmatively assents to TIKD’s Terms of Service before TIKD receives any payment. TIKD’s Terms of Service are attached hereto as Exhibit 1A.

11. TIKD’s Terms of Service make the following disclosures:

3. Provision of Services. The TIKD Properties provide a service made available by Company designed to help users challenge their traffic violation tickets by hiring independent attorneys on users’ behalf to represent users in challenging traffic violation tickets (the “Services”). **TIKD IS NOT A LAW FIRM, WE ARE NOT ATTORNEYS AND WE DO NOT DISPENSE LEGAL ADVICE NOR SHOULD YOU CONSIDER PROVISION OR RECEIPT OF THE SERVICES AS SUCH. ALL LEGAL MATTERS ARE HANDLED BY INDEPENDENT LICENSED ATTORNEYS HIRED ON YOUR BEHALF. TIKD WILL NOT PROVIDE YOU WITH ANY LEGAL ADVICE OR DISCUSS THE LEGAL ASPECTS OF THE CASE WITH YOU.**

7. Representation. By using the TIKD Properties and purchasing the Services, you authorize us to hire an independent licensed attorney on your behalf to represent you on all matters concerning the license plate number and traffic ticket number submitted by you with the TIKD Properties and to make payments to such independent licensed attorney on your behalf.

Ex. 1A at ¶¶ 3 & 7. As explained in the Terms of Service, when a driver submits a ticket to TIKD, and TIKD agrees to provide its service regarding that ticket, the customer is authorizing TIKD to pay an independent, licensed attorney to represent the customer with regard to the submitted ticket.

12. TIKD maintains a list of licensed Florida attorneys who handle traffic ticket defense in Florida and who are willing to represent drivers who have submitted their tickets to TIKD. When TIKD agrees to provide its services to a driver, TIKD contacts one of these attorneys and provides the driver's contact and ticket information.

13. The attorney is free to accept or decline the representation. If the attorney declines, TIKD may send the customer information to another independent attorney. If no attorney accepts, TIKD notifies the customer and provides a full refund in accordance with TIKD's Terms of Service.

14. If the attorney accepts the representation, the attorney contacts the driver directly and provides a representation letter drafted by the attorney. The driver may decline the attorney's representation for any reason. If the driver declines, TIKD provides a full refund in accordance with TIKD's Terms of Service.

15. If both the attorney and the driver agree to the attorney's representation of the driver, they enter into a contractual attorney-client relationship based on the attorney's representation letter. The driver then works and communicates directly and confidentially with the attorney regarding the traffic ticket defense. The driver does not work with or through TIKD to resolve any legal issues associated with the ticket.

16. TIKD does not instruct the attorneys on how to advise or represent the drivers. TIKD does not participate in attorney-client communications or the attorney-client relationship. TIKD is not involved in the attorney's defense of the ticket. If a customer mistakenly contacts TIKD to discuss the merits of a case, TIKD refers the customer back to the attorney.

17. The independent attorney handles all aspects of the ticket defense. If the ticket is dismissed, the customer's attorney-client relationship ends, and TIKD has no further obligation. If a fine is assessed, TIKD pays the fine, regardless of whether it is more or less than the amount TIKD charged the customer. If any driving points are assessed, the customer is entitled to a full refund of TIKD's charge.

18. TIKD does not receive any fees, payments or other compensation from the licensed, independent Florida lawyers who represent TIKD customers. TIKD pays the lawyers a flat fee per ticket defended, regardless of outcome.

19. To TIKD's knowledge, no TIKD customer has complained to the Florida Bar, the UPL Committee, the Florida Attorney General, or any other agency about TIKD's services or representation received from the licensed, independent attorneys who represent drivers. The only complaints TIKD is aware of, including the complaint underlying this proceeding and ethics complaints filed against lawyers who have worked with TIKD, have been made by Mark Gold and other lawyers associated with The Ticket Clinic, a law firm that specializes in traffic ticket defense."

[Signature Page Follows]

Christopher Riley

Christopher Riley

SUBSCRIBED AND SWORN TO BEFORE ME by Christopher Riley on
this 9 day of April, 2018, who is personally known to me or who has produced
_____ as identification.

(Notary Seal)

J. Curet

Notary Public



Jamie Curet

Name of Notary
(Typed, Printed or Stamped)

EXHIBIT 1A

TERMS OF SERVICE

Please read these Terms of Service (the “Agreement”) carefully. BY USING THE SITE (AS DEFINED BELOW), OR DOWNLOADING, INSTALLING OR USING THE APP (AS DEFINED BELOW), OR PURCHASING THE SERVICES (AS DEFINED BELOW) YOU CONSENT TO BE BOUND BY THIS AGREEMENT. This Agreement is between you and TIKD SERVICES LLC (“TIKD”, “Company” or “we” or “us”) concerning your use of (including any access to) the TIKD products and services, which include the TIKD website currently located at www.TIKD.com (together with any materials and services available therein, and successor site(s) thereto, the “Site”), and the TIKD mobile software application made available by us for use on or through mobile devices (together with any materials and services available therein, and successor application(s) thereto, the “App”) and other TIKD branded products and services (collectively, the “TIKD Properties”). This Agreement hereby incorporates by this reference any additional terms and conditions posted by Company on or through the TIKD Properties, or otherwise made available to you by Company.

By using the Site, or downloading, installing or using the App, or purchasing the Services, you affirm that you are of legal age to enter into this Agreement or, if you are not, that you have obtained parental or guardian consent to enter into this Agreement.

This Agreement contains a mandatory arbitration provision that, as further set forth in Section 16 below, requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or any other court proceedings, or class actions of any kind.

While the information and other materials made available in connection with the TIKD Properties may concern legal issues, such information and other materials are provided for informational purposes only. You acknowledge and agree that the information and materials on the TIKD Properties and the provision of Services do not constitute legal advice and that TIKD is not an attorney and does not provide any legal advice. Use of the TIKD Properties or Services is not intended to constitute, and does not constitute, the formation of an attorney-client relationship between you and Company and you acknowledge and agree that no attorney-client relationship is created between you and Company through your use of the TIKD Properties or Services. Moreover, neither receipt of any services in connection with the TIKD Properties, nor any e-mail or other communication sent through the TIKD Properties, will create an attorney-client relationship between you and Company, and no such e-mail or communication will be treated as confidential.

Changes. We may change this Agreement from time to time by notifying you of such change by any reasonable means, including by posting a revised Agreement, or a notice of the revised Agreement, on or through the Site or App, or by sending to you a notice of the revised Agreement by e-mail or through the Site or App. Any such change will not apply to any dispute between you and us arising prior to the date on which we posted the revised Agreement incorporating such change, or otherwise notified you of such change.

Using the Site or App, or downloading or installing any upgraded version of the App, following any change to this Agreement will constitute your acceptance of such change. The “*Last Updated*” legend above indicates when this Agreement was last changed. We may, at any time and without liability, modify or discontinue all or part of the TIKD Properties; charge, modify or waive any fees associated with the TIKD Properties; or offer opportunities to some or all users of the TIKD Properties.

1. Information Submitted Through the TIKD Properties. Your submission of information through the TIKD Properties is governed by this Agreement and the Company’s Privacy Policy, located at www.TIKD.com (the

“[Privacy Policy](#)”) the terms of which are hereby incorporated by reference. You represent and warrant that any information you provide in connection with the TIKD Properties is and will remain accurate and complete, and that you will maintain and update such information as needed.

2. Jurisdictional Issues. The TIKD Properties are controlled or operated (or both) from the United States, and are not intended to subject Company to any non-U.S. jurisdiction or law. The TIKD Properties, and certain services made available in connection with the TIKD Properties, may not be appropriate or available for use in some areas within the United States and/or in some non-U.S. jurisdictions. Any use of the TIKD Properties is at your own risk, and you must comply with all applicable laws, rules and regulations in connection with your use of the TIKD Properties. We may limit the availability of any of the TIKD Properties, or any of the services made available in connection with the TIKD Properties, at any time, in whole or in part, to any person, geographic area or jurisdiction that we choose.

3. Provision of Services. The TIKD Properties provide a service made available by Company designed to help users challenge their traffic violation tickets by hiring independent attorneys on users’ behalf to represent users in challenging traffic violation tickets (the “[Services](#)”). **TIKD IS NOT A LAW FIRM, WE ARE NOT ATTORNEYS AND WE DO NOT DISPENSE LEGAL ADVICE NOR SHOULD YOU CONSIDER PROVISION OR RECEIPT OF THE SERVICES AS SUCH. ALL LEGAL MATTERS ARE HANDLED BY INDEPENDENT LICENSED ATTORNEYS HIRED ON YOUR BEHALF. TIKD WILL NOT PROVIDE YOU WITH ANY LEGAL ADVICE OR DISCUSS THE LEGAL ASPECTS OF THE CASE WITH YOU.**

4. Submission and Qualification of Tickets. Once you receive a traffic ticket you can process your traffic ticket with us by visiting www.TIKD.com. When you visit www.TIKD.com, and enter your information you will receive a quote for the amount of payment that would be required for you to receive the Services. If you then choose to submit your ticket, you will be asked to supply certain relevant information, such as your credit card number and its expiration date and your billing address, and we will place an authorization hold on your credit card for the full amount of the price quotation upon such submission.

After you submit your ticket, we will process the information on your ticket to determine whether or not you qualify to receive our Services. We will not provide services in connection with all traffic tickets and reserve the right to refuse to provide services to certain customers in our sole discretion, including, but not limited, to those customers who have received criminal or serious traffic tickets, tickets involving alcohol, tickets in which there is a serious injury or fatality, tickets that are received by minors or tickets that require your individual personal appearance (i.e., where an attorney could not appear in court on your behalf).

If you do not qualify for the Services: (i) you will be notified that your ticket has not been accepted and that we will not be able to provide you with Services in connection with the traffic ticket you submitted; and (ii) the authorization hold on your credit card will be released and your credit card will not be charged in connection with such ticket. This will not prohibit you from submitting additional or different traffic tickets in the future and we welcome all future submissions as qualification decisions are made on a case-by-case basis.

You represent and warrant that all information that you provide to us on or through the TIKD Properties will be truthful and accurate.

5. Fees and Payment.

When you receive a price quotation, you will have two payment options to choose from before submitting your ticket to TIKD: (i) you may authorize TIKD to charge your credit card the full amount of the price quotation upon acceptance of your ticket by TIKD (“Acceptance”) or (ii) you may choose to pay an additional fee (the “Additional Fee”) upon Acceptance to utilize BetterPay Service. “BetterPay Service” means that you authorize TIKD to charge your credit card fifty percent (50%) of the price quotation upon Acceptance; twenty-five percent (25%) one month after Acceptance; and the remaining twenty-five percent (25%) two months after Acceptance. In the event that you choose the BetterPay Service, the authorization hold on your credit card will be for: (a) fifty percent (50%) of the price quotation upon Acceptance; plus (b) the Additional Fee. The use of the BetterPay Service constitutes the agreement to the [BetterPay Terms of Service](#).

Notwithstanding anything in these Terms of Service to the contrary, in the event that you fail to make any payment under the BetterPay Service when due, Company will still pay the attorney’s fees related to the applicable ticket (as set forth in the “Ticket Resolution” section below), but Company will no longer be responsible to cover court costs or administrative fees associated with challenging your ticket, and you understand and agree that you will be responsible for payment all such court costs and/or administrative fees.

You represent and warrant that you have the right to use any credit card that you submit in connection with a transaction for the Services. By submitting such information, you grant to us the right to provide such information to third parties for purposes of facilitating the provision of the Services. Verification of information may be required prior to the acknowledgment or completion of any payment transaction. By submitting such information, you authorize TIKD to charge you the price from the quotation for the Services.

We reserve the right, including without prior notice, to limit the availability of or discontinue making available any Services; to impose conditions on the honoring of any coupon, discount or similar promotion; to bar any user from purchasing the Services; and to refuse to provide any user with any Services. You agree to pay all charges incurred by you or on your behalf through the TIKD Properties, at the prices in effect when such charges are incurred. In addition, you are responsible for any taxes applicable to your Transactions.

Except as expressly set forth herein, all payments for the Services are final. Except as otherwise provided below in the section regarding “Ticket Resolution,” once you make your payment which will authorize Company to hire an independent attorney to handle your traffic ticket on your behalf, you will not be able to cancel the transaction and you will not be able to get a refund under any circumstances. Notwithstanding the foregoing, and except in the event that you have failed to make any payment when due under the BetterPay Service, in the event that you receive points as a result of the independent attorney’s efforts in resolving the ticket, TIKD will not only pay the full amount of any applicable fine and court costs, but also provide you with a refund of the fees that you paid to TIKD for its Services. By submitting payment information to Company, you acknowledge that you are the owner, registrant and/or operator of the vehicle that was ticketed.

6. Ticket Resolution. Except as expressly set forth herein (including, without limitation in connection with a failure to make timely payments under the BetterPay Service), once you submit your payment for a particular traffic ticket, you have no further liability or obligations with respect to payment of attorney’s fees, court costs, and administrative fees related to the disposition of such traffic ticket. Company agrees to, through its affiliates and agents and subcontractors, hire an independent licensed attorney to challenge your ticket on your behalf, in full compliance with applicable laws and rules of your state and county.

Except as expressly set forth herein (including, without limitation in connection with a failure to make timely payments under the Payment Plan) Company will cover all costs associated with challenging your ticket,

including attorneys' fees, court costs and any administrative fees. Notwithstanding anything in these Terms of Service to the contrary, in the event that the outcome of the ticket results in a requirement that you complete traffic school, you will be solely responsible for completing such requirement and for payment of all fees associated with attending traffic school. Moreover, you will be solely responsible for any increases or adjustments to automobile insurance premiums that may be related to the ticket. Further, in the event that the ticket relates to a compliance issue (e.g., failure to wear a seatbelt; broken brake light), we may require that you provide us with associated evidence and proof of insurance in order for us to provide the Services.

Following receipt of your payment (or initial payment in the case of the BetterPay Service), TIKD will provide you with the contact information for the independent attorney who will challenge your ticket on your behalf and the attorney will have complete responsibility for providing legal services to you relating to the ticket. After TIKD retains the attorney your behalf, an attorney-client relationship is established between you and the independent attorney. Once you receive the name and contact information for your attorney, you will have the option to cancel the Services in the event that you do not wish to be represented by the particular attorney that TIKD has hired on your behalf. If you do not wish to be represented by such attorney you must email Support@TIKD.com within one (1) business day of your receipt of the name and contact information for the attorney, and clearly state that you wish to cancel the services, and you will be issued a refund for the full amount that you paid to TIKD.

Once you receive the contact information for your attorney, and through final disposition of your traffic ticket, you will always have the option to speak with the attorney who is handling your case by contacting the attorney directly. TIKD has no involvement whatsoever in the independent attorney's defense of the traffic ticket, and you will be able to correspond directly with the attorney regarding the status and outcome of the case.

If your traffic ticket has been accepted and you have submitted payment (or partial payment in the case of the BetterPay Service) this means that your traffic ticket does not require personal appearances so you will not be required to attend any hearings and the independent, licensed attorney will handle the court appearances on your behalf. Notwithstanding the foregoing, you will always have the option to attend the court appearances related to your ticket, and if you would like to attend the hearing along with your lawyer you can contact the attorney directly.

TIKD may, from time to time, provide you updates on the status of the resolution of your case. In furnishing this information, TIKD will be providing you with publically available information, such as confirmation that your request for a court hearing has been filed, your court date has been set, your case has been decided, and any fees or costs associated with your case have been fully paid and or your case has been closed with the court.

TIKD will in no way and at no point be involved in the attorney-client relationship between you and the independent attorney, and has no input or control over the legal aspects of the ticket resolution. TIKD's only responsibilities to you are to hire an attorney on behalf of you, pay the attorney (with your authorization to do so), and pay any amounts that may become due in connection with the outcome of each ticket. All questions, concerns and inquiries about the facts, strategy or merits of your case must be discussed with your attorney and not with TIKD. If you contact TIKD with any such questions, TIKD will instruct you to speak with your attorney directly by contacting the attorney yourself, or TIKD can connect you to the lawyer handling your case, if you choose. In no event will TIKD be involved in discussions regarding the facts or merits of your case or provide any legal advice or opinion.

7. Representation. By using the TIKD Properties and purchasing the Services, you authorize us to hire an independent licensed attorney on your behalf to represent you on all matters concerning the license plate number and traffic ticket number submitted by you with the TIKD Properties and to make payments to such independent licensed attorney on your behalf.

You agree that, subject to the terms of the Privacy Policy, Company may provide your information, including personally identifying information, to the necessary government department or its assigns for the purposes of paying your traffic ticket.

8. Rules of Conduct. In connection with the TIKD Properties and the Services, you must not:

- Post, transmit or otherwise make available through or in connection with the TIKD Properties any materials that are or may be: (a) threatening, harassing, degrading, hateful or intimidating, or otherwise fail to respect the rights and dignity of others; (b) defamatory, libelous, fraudulent or otherwise tortious; (c) obscene, indecent, pornographic or otherwise objectionable; or (d) protected by copyright, trademark, trade secret, right of publicity or privacy or any other proprietary right, without the express prior written consent of the applicable owner.
- Post, transmit or otherwise make available through or in connection with the TIKD Properties any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, file or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software or equipment (each, a “Virus”).
- Use the TIKD Properties for any commercial purpose, or for any purpose that is fraudulent or otherwise tortious or unlawful.
- Harvest or collect information about users of the TIKD Properties.
- Interfere with or disrupt the operation of the TIKD Properties or the servers or networks used to make the TIKD Properties available, including by hacking or defacing any portion of the TIKD Properties; or violate any requirement, procedure or policy of such servers or networks.
- Restrict or inhibit any other person from using the TIKD Properties.
- Reproduce, modify, adapt, translate, create derivative works of, sell, rent, lease, loan, timeshare, distribute or otherwise exploit any portion of (or any use of) the TIKD Properties except as expressly authorized herein, without Company’s express prior written consent.
- Reverse engineer, decompile or disassemble any portion of the TIKD Properties, except where such restriction is expressly prohibited by applicable law.
- Remove any copyright, trademark or other proprietary rights notice from the TIKD Properties.
- Frame, mirror or otherwise incorporate any portion of the TIKD Properties into any product or service, without Company’s express prior written consent.
- Systematically download and store Site or App content.
- Use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, “scrape,” “data mine” or otherwise gather Site or App content, or reproduce or circumvent the navigational structure or presentation of the TIKD Properties, without Company’s express prior written consent.

You are responsible for obtaining, maintaining and paying for all hardware and all telecommunications and other services needed for your use of the TIKD Properties. You may only use the TIKD Properties for their intended purposes and not in any manner to develop, create or improve any products or services that are substantially similar to or otherwise compete with the TIKD Properties (or any component thereof).

9. Consent to Electronic Communications. We may send you data or communications, including via email or calls regarding the TIKD Properties, including but not limited to: (i) notices about recent transactions and/or verifications, (ii) notices about your use of the TIKD Properties, including any notices concerning your use or violations of applicable terms and conditions, (iii) updates, and (iv) subject to your opt-out rights as described in our Privacy Policy, promotional information and materials regarding our products and services, via the TIKD Properties, or via electronic mail.

10. Your Limited Rights. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the Site, you may view one (1) copy of any portion of the Site to which we provide you access under this Agreement, on any single device, solely for your personal, non-commercial use. The App is licensed (not sold) to you. Subject to your compliance with this Agreement, and solely for so long as you are permitted by Company to use the App, we hereby permit you, on a limited, non-exclusive, revocable, non-transferable, non-sublicensable basis, to install and use the App on a mobile device that you own or control, solely for your personal, non-commercial use. If you fail to comply with any of the terms or conditions of this Agreement, you must immediately cease using the App and remove (that is, uninstall and delete) the App from your mobile device. You acknowledge and agree that Company may from time to time issue upgraded versions of the App, and may automatically deliver to your mobile device corresponding updates to, or updated versions of, the App. You consent to such automatic upgrades and updates, and agree that the terms and conditions of this Agreement (as may be modified by Company from time to time, as further described above) will apply to all such upgrades and updates. In addition, you must comply with the terms of any third-party agreement applicable to you when using the App, such as any terms and conditions separate from this Agreement with respect to any third-party software code that may be incorporated in the App.

11. Company's Proprietary Rights. We and our licensors and suppliers own the TIKD Properties, which are protected by proprietary rights and laws. Our trade names, trademarks and service marks include TIKD, and any associated logos. All trade names, trademarks, service marks and logos on any TIKD Property not owned by us are the property of their respective owners. You may not use our trade names, trademarks, service marks or logos in connection with any product or service that is not ours, or in any manner that is likely to cause confusion. Nothing contained on the TIKD Properties should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

12. DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) THE TIKD PROPERTIES AND ANY RESOURCES AND ANY THIRD PARTY PROPERTY OR RESOURCES CONTAINED THEREIN (COLLECTIVELY, "THIRD PARTY RESOURCES") ARE MADE AVAILABLE TO YOU ON AN "AS IS," "WHERE IS" AND "WHERE AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY; AND (B) COMPANY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE TIKD PROPERTIES AND ANY RESOURCES AND THIRD PARTY RESOURCES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. ALL DISCLAIMERS OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND ITS AFFILIATES AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES LICENSORS, SUPPLIERS AND SERVICE PROVIDERS (COLLECTIVELY, THE "AFFILIATED ENTITIES"), AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

While we seek to maintain the timeliness, integrity and security of the TIKD Properties, we do not guarantee that the TIKD Properties are or will remain updated, complete, correct or secure, or that access to the TIKD Properties will be uninterrupted. The TIKD Properties may include inaccuracies, errors and materials that violate or conflict with this Agreement. Additionally, third parties may make unauthorized alterations to the TIKD Properties. If you become aware of any such alteration, contact us at Support@TIKD.com with a description of such alteration and its location on the TIKD Properties.

13. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW: (A) COMPANY WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TIKD PROPERTIES, OR ANY RESOURCES OR THIRD PARTY RESOURCES, UNDER ANY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER THEORY, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE OR DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF SUBMISSIONS (INCLUDING UNAUTHORIZED INTERCEPTION BY THIRD PARTIES OF ANY SUBMISSIONS), EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES; (B) WITHOUT LIMITING THE FOREGOING, COMPANY WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND RESULTING FROM YOUR USE OF OR INABILITY TO USE THE TIKD PROPERTIES OR FROM ANY RESOURCES OR THIRD PARTY RESOURCES, INCLUDING FROM ANY VIRUS THAT MAY BE TRANSMITTED IN CONNECTION THEREWITH; (C) YOUR SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION WITH THE TIKD PROPERTIES OR ANY RESOURCES OR THIRD PARTY RESOURCES IS TO STOP USING THE TIKD PROPERTIES; AND (D) THE MAXIMUM AGGREGATE LIABILITY OF COMPANY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TIKD PROPERTIES, OR ANY RESOURCES OR THIRD PARTY RESOURCES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE THE LESSER OF ONE HUNDRED DOLLARS (\$100) AND THE TOTAL AMOUNT PAID BY YOU TO COMPANY TO USE THE TIKD PROPERTIES. ALL LIMITATIONS OF LIABILITY OF ANY KIND (INCLUDING IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT) ARE MADE FOR THE BENEFIT OF BOTH COMPANY AND THE AFFILIATED ENTITIES, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS.

14. Indemnity. To the fullest extent permitted under applicable law, you agree to defend, indemnify and hold harmless Company and the Affiliated Entities, and their respective successors and assigns, from and against all claims, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees) arising out of or relating to (a) your use of, or activities in connection with, the TIKD Properties (including all Submissions); or (b) any violation or alleged violation of this Agreement by you.

15. Termination. This Agreement is effective until terminated. Company may terminate or suspend your use of the TIKD Properties at any time and without prior notice, for any or no reason, including if Company believes that you have violated or acted inconsistently with the letter or spirit of this Agreement. Upon any such termination or suspension, your right to use the TIKD Properties will immediately cease, and Company may, without liability to you or any third party, immediately deactivate or delete your user name, password and account, and all associated materials, without any obligation to provide any further access to such materials. Sections 2, and 11-22 shall survive any expiration or termination of this Agreement. Notwithstanding the foregoing, if TIKD has already notified you of the Acceptance of your ticket, and you have already paid the full amount of the price quotation (or initial payment in the case of the BetterPay Service), TIKD will still hire an attorney on your behalf and pay the attorney's fees to the attorney (with your authorization to do so) for the resolution of the ticket, but will not pay any amounts that may become due in connection with the outcome of each ticket.

16. Governing Law; Arbitration. The terms of this Agreement are governed by the laws of the United States (including federal arbitration law) and the State of Florida, U.S.A., without regard to its principles of conflicts of law, and regardless of your location. Except for disputes that qualify for small claims court, all disputes arising out of or related to this Agreement or any aspect of the relationship between you and Company, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved through final and binding arbitration administered on a confidential basis by JAMS, a nationally recognized arbitration authority, in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to, any claim that all or any part of this Agreement is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of this Agreement shall be subject to the Federal Arbitration Act. **The JAMS rules governing the arbitration may be accessed at <https://www.jamsadr.com/adr-rules-procedures>.**

You and the Company each further agree that any arbitration shall be conducted in your respective individual capacities only and not as a class action or other representative action, and you and the Company each expressly waive your respective right to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

17. Exclusive Venue for Litigation. To the extent that the arbitration provisions set forth in Section 16 do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Miami Dade County, Florida (except for small claims court actions which may be brought in the county where you reside). The parties expressly consent to exclusive jurisdiction in Miami Dade County, Florida for any litigation other than small claims court actions.

18. Statute of Limitations. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within six (6) months after the applicable claim or cause of action arose or be forever barred.

19. Filtering. We hereby notify you that parental control protections (such as computer hardware, software or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available from https://en.wikipedia.org/wiki/Comparison_of_content-control_software_and_providers. Please note that Company does not endorse any of the products or services listed on such site.

20. Information or Complaints. If you have a question or complaint regarding the TIKD Properties, please send an e-mail to Support@TIKD.com. You may also contact us by writing to TIKD SERVICES LLC, 101 Aragon Avenue, Coral Gables, Florida, 33134, or by calling us at 1-844-346-TIKD (8453). Please note that e-mail communications will not necessarily be secure; accordingly you should not include credit card information or other sensitive information in your e-mail correspondence with us. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

21. Export Controls. You are responsible for complying with United States export controls in connection with your use of the TIKD Properties and for any violation of such controls, including any United States embargoes or other federal rules and regulations restricting exports. You represent, warrant and covenant that you are not (a) located in, or a resident or a national of, any country subject to a U.S. government embargo or other restriction, or that has been designated by the U.S. government as a “terrorist supporting” country; or (b) on any of the U.S. government lists of restricted end users.

22. Miscellaneous. This Agreement does not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between you and Company. If any provision of this Agreement is found to be unlawful, void or for any reason unenforceable, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision. You may not assign, transfer or sublicense any or all of your rights or obligations under this Agreement without our express prior written consent. We may assign, transfer or sublicense any or all of our rights or obligations under this Agreement without restriction. No waiver by either party of any breach or default under this Agreement will be deemed to be a waiver of any preceding or subsequent breach or default. Any heading, caption or section title contained herein is for convenience only, and in no way defines or explains any section or provision. All terms defined in the singular shall have the same meanings when used in the plural, where appropriate and unless otherwise specified. Any use of the term “including” or variations thereof in this Agreement shall be construed as if followed by the phrase “without limitation.” This Agreement, including any terms and conditions incorporated herein, is the entire agreement between you and Company relating to the subject matter hereof, and supersedes any and all prior or contemporaneous written or oral agreements or understandings between you and Company relating to such subject matter. Notices to you (including notices of changes to this Agreement) may be made via posting to the Site or App or by e-mail (including in each case via links), or by regular mail. Without limitation, a printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Company will not be responsible for any failure to fulfill any obligation due to any cause beyond its control.