

**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.

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**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."

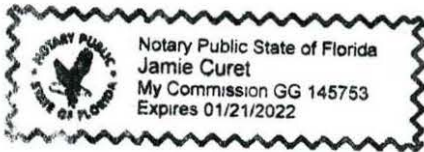
*[Signature Page Follows]*

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)

## 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](http://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](http://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](http://www.TIKD.com). When you visit [www.TIKD.com](http://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](mailto: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](mailto: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](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](mailto: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.