

Effective Date: August 20, 2026

These Website Terms of Use (the “Term s of Use”) govern your access to and use of the public website(s) operated by TiVaMo, Inc. (“TiVaMo,” “we,” “us,” or “our”) (and the website content contained therein), including without limitation at <https://mytivamo.com>, public webpages, landing pages, blogs, FAQs, forms, newsletters, downloadable materials, calculators, demos, product descriptions, educational resources, and other public content available through that website (collectively, “W ebsit e s”).

By accessing or using the Websites, you agree to these Terms of Use and our Privacy Policy available at <https://privacy.mytivamo.com/>. If you do not agree to these Terms of Use, do not use the Websites.

IMPORTANT ARBITRATION NOTICE: THESE TERMS OF USE CONTAIN A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER, WHICH REQUIRES, AMONG OTHER THINGS, THAT EXCEPT FOR CERTAIN DISPUTES DESCRIBED IN THE SECTION TITLED “DISPUTE RESOLUTION, ARBITRATION, AND CLASS ACTION WAIVER,” YOU AND TIVAMO AGREE TO RESOLVE DISPUTES THROUGH FINAL AND BINDING ARBITRATION RATHER THAN IN COURT AND ON AN INDIVIDUAL BASIS ONLY, MEANING THAT YOU WAIVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, AND OTHER COLLECTIVE ACTION.

Modification of Term s. We may update these Terms of Use from time to time, except that changes to the arbitration agreement are governed by Section 19 (Dispute Resolution, Arbitration, And Class Action Waiver). We will provide notice when required by applicable law. Your continued use of the Websites after an update becomes effective means you accept the updated Terms of Use. If you do not agree to updated Terms of Use, you must stop using the Websites before the updated Terms of Use become effective. If you continue using the Websites after the updated Terms of Use become effective, the updated Terms of Use will apply to your continued use of the Websites.

1. SCOPE OF THESE TERMS

1.1. Public W ebsit e s Only

These Terms apply only to the public Websites and the content, materials, and information made available through the public Websites (collectively, “Website Content”). These Terms do not govern any logged-in product, account, subscription, checkout, payment, financial-data connection, account-linking feature, advisory service, brokerage service, tax service, lending service, insurance service, AI-generated output, or other product or service that may be offered by us or by a third party.

Service accounts, subscriptions, account-linking features, financial-data connections, AI-enabled features, payments, checkout, and logged-in services are governed by separate product or service terms that you must accept before using those products or services (“S e rvice T e r m s”).

1.2 Website Content and Service Descriptions

The Websites may describe products, services, features, integrations, providers, pricing, launch timelines, beta programs, waitlists, promotions, or other offerings. Those descriptions are provided for general informational and marketing purposes only. They do not create a binding commitment to offer, deliver, or maintain any product, service, feature, integration, timeline, price, or commercial term.

2. ELIGIBILITY AND INTENDED AUDIENCE

2.1 United States Audience

The Websites are intended for visitors in the United States. Products and services described on the Websites may be available only in the United States and may not be available in all states or jurisdictions. We make no representation that the Websites or any product or service described on them are appropriate or available outside the United States.

2.2 Age Requirement

You must be at least 18 years old to use the Websites. By using the Websites, you represent that you meet this requirement.

3. USER RESPONSIBILITIES AND PROHIBITED CONDUCT

3.1 Compliance With Laws

You may use the Websites only for lawful purposes and in accordance with these Terms of Use. You are responsible for complying with all laws, rules, and regulations that apply to your use of the Websites.

3.2 Prohibited Uses

You may not, directly or indirectly, whether on your own behalf or on behalf of a third party:

- (a) use all or any portion of the Websites in any way that violates any law, regulation, court order, contractual duty, or third-party right;
- (b) interfere with, disrupt, damage, overload, or impair the Websites or any server, network, system, database, or service connected to the Websites;
- (c) attempt to gain unauthorized access to any nonpublic area, system, account, network, database, server, or other technology;
- (d) introduce viruses, malware, trojan horses, worms, logic bombs, corrupted files, or other harmful or disruptive code;
- (e) test, scan, probe, or attempt to bypass the vulnerability, authentication, security, or access controls of the Websites or any related system without our prior written authorization;
- (f) use the Websites to send spam, unsolicited messages, deceptive communications, phishing attempts, or other harmful communications;
- (g) submit or transmit content that is unlawful, false, misleading, defamatory, obscene, harassing, threatening, discriminatory, abusive, infringing, invasive of privacy, or otherwise harmful;
- (h) infringe, misappropriate, or violate intellectual property, privacy, publicity, confidentiality, or other rights;
- (i) copy, frame, mirror, sell, resell, distribute, publicly display, publicly perform, or commercially exploit the Websites or Website Content except as expressly permitted by these Terms of Use; or
- (j) use the Websites in any way that harms, disrupts, or creates risk for us, our users, our service providers, or any third party.

3.3 Scraping, Automation, AI Training, and Competitive Use

You may not use bots, crawlers, scrapers, scripts, browser extensions, offline readers, data-mining tools, or other automated means to access, scrape, copy, monitor, extract, harvest, or analyze Website Content without our prior written permission.

You may not use Website Content to train, develop, improve, benchmark, validate, or market a competing artificial intelligence model, product, dataset, database, service, or platform, except with our prior written permission or to the extent such restriction is prohibited by applicable law.

Ordinary search-engine indexing is permitted if it is consistent with industry practice and our robots.txt file.

3.4 Account and Credential Security

The public Websites generally do not require an account. If we make any nonpublic Website feature available through a username, password, access link, demo portal, gated download, webinar account, support account, or similar credential, you are responsible for maintaining the confidentiality of that credential and for all activity conducted through it.

You must promptly notify us if you believe any credential has been lost, stolen, compromised, or used without authorization. We may disable or restrict access to any credential or nonpublic Website feature if we believe there is a security risk, misuse, unauthorized access, or violation of these Terms of Use.

Product accounts, subscriptions, account-linking features, and logged-in services are governed by Service Terms that you must accept before using those services or products.

4. FORMS, INQUIRIES, COMMUNICATIONS, AND WEBSITE SUBMISSIONS

4.1 Information You Submit

If you submit information through the Website, including through contact forms, demo requests, waitlists, event registrations, newsletter signups, downloads, surveys, or support inquiries, you agree that the information you provide will be accurate, current, complete, and lawfully provided. You also represent that you have the right to provide the information and that your submission does not violate any law or third-party right.

4.2 No Sensitive or Confidential Information Through Public Forms

Do not submit confidential, proprietary, sensitive, regulated, financial account, payment-card, government identification, health, biometric, or other sensitive information through public Website forms unless we specifically request it through a secure channel designated for that purpose.

4.3 Submissions Must Be Lawful

You may not submit false, misleading, malicious, unlawful, infringing, abusive, harassing, threatening, discriminatory, obscene, or harmful materials through Website forms, support channels, email, chat, social media, or other channels connected to the Website.

4.4 Accounts and Products

Any account creation, account access, user profile, subscription, product use, or product support is governed by Service Terms that you must accept before using the applicable account, product, or services.

5. PURCHASES AND SEPARATE COMMERCIAL TERMS

The Websites may describe pricing, subscriptions, trials, promotions, paid offerings, or other commercial terms. Those descriptions are informational unless and until you agree to separate checkout terms, order terms, subscription terms, product terms, payment-provider terms, or other transaction-specific terms.

6. PRIVACY

Our collection, use, disclosure, and protection of personal information through the Websites are described in our Privacy Policy available at <https://privacy.mytivamo.com/>. If you create an account, connect a financial account, use

account-linking features, use AI-enabled features, initiate a payment, subscribe to a paid service, or use products or services outside the public Websites, additional terms, authorizations, disclosures, and notices may apply and must be accepted or provided before you use those products or services.

7. INTELLECTUAL PROPERTY AND WEBSITE CONTENT

7.1 Ownership

The Website and Website Content, including content, design, text, graphics, logos, trademarks, service marks, software elements, interfaces, videos, downloadable materials, educational resources, calculators, templates, guides, and other materials, are owned by or licensed to us and are protected by intellectual property and other laws.

7.2 Permitted Use of Public Content

You may view the public Websites and may download or print reasonable portions of public Website Content solely for your personal, non-commercial, or internal business evaluation purposes, provided that you do not remove any copyright, trademark, or other proprietary notices and do not otherwise violate these Terms of Use.

7.3 Restrictions

Except as expressly permitted in these Terms of Use or with our prior written permission, you must at all times comply with Section 3 (User Responsibilities and Prohibited Conduct) and may not copy, modify, distribute, frame, scrape, mirror, sell, resell, publicly display, publicly perform, reverse engineer, create derivative works from, store, transmit, download in bulk, or commercially exploit the Websites or Website Content.

7.4 Educational Materials

You may not use Website Content, including trainings, videos, webinars, templates, calculators, guides, blog posts, or other educational materials, for commercial training, commercial education, resale, redistribution, competitive purposes, or otherwise in violation of Section 7.3 (Restrictions) without our prior written consent. Attribution does not grant permission for commercial use unless we expressly authorize that use.

7.5 Reservation of Rights

All rights not expressly granted in these Terms of Use are reserved by us and our licensors.

8. TRADEMARKS

TiVaMo, Individualized Financial Management, TiVa, Finographic and our additional trademarks, service marks, logos, product names, service names, slogans, taglines, designs, trade dress, and related marks are trademarks or service marks (collectively, "Trademarks"), are owned by TiVaMo or our licensors. You may not use our Trademarks without our prior written permission.

All third-party names, logos, product names, service names, designs, slogans and other Trademarks appearing on the Websites are the property of their respective owners. References to third-party Trademarks do not imply endorsement, sponsorship, affiliation, or approval unless expressly stated.

9. FEEDBACK

If you submit ideas, suggestions, comments, feedback, questions, testimonials, reviews, survey responses, or other materials through the Website, you represent that you have the right to provide them and that they do not violate any law or third-party right.

You grant us a nonexclusive, worldwide, royalty-free, fully paid, sublicensable, transferable, perpetual, and irrevocable license to use, reproduce, modify, create derivative works from, publish, distribute, display, perform, and otherwise use

your submissions for our business purposes, including to operate, improve, develop, market, and promote the Websites and our products and services.

10. FINANCIAL, PROFESSIONAL ADVICE, AND WEBSITE TOOLS DISCLAIMER

10.1 General Disclaimer

The information and materials available on the Websites are provided for general informational and educational purposes only. They do not constitute financial, investment, tax, legal, accounting, credit, lending, insurance, brokerage, fiduciary, or other professional advice, and should not be relied upon as such.

10.2 No Recommendation or Solicitation

Nothing on the Websites is an offer, recommendation, solicitation, endorsement, or professional recommendation to buy, sell, hold, borrow, lend, insure, invest in, or enter into any security, financial product, financial account, loan, payment product, insurance product, transaction, strategy, or service. Any examples, illustrations, calculators, projections, forecasts, sample outputs, screenshots, articles, guides, or other materials are provided for informational purposes only and may not reflect your personal circumstances.

10.3 Website Tools, AI Descriptions, and Illustrations

The Websites may describe or display AI-enabled features, automation, analytics, calculators, forecasts, sample outputs, screenshots, projections, demos, or other tools. These materials are provided for general informational and marketing purposes only and may not reflect actual product performance, current functionality, or your individual circumstances.

10.4 No Professional Relationship

Your use of the Websites does not create any fiduciary, adviser-client, broker-client, bank-customer, tax professional, accountant-client, attorney-client, agency, partnership, joint venture, employment, or other professional relationship with us, unless expressly stated in separate written terms signed or accepted by the applicable parties.

10.5 Independent Review

You are solely responsible for evaluating the accuracy, completeness, timeliness, suitability, and relevance of any information available on the Websites before relying on it or taking any action. Before making financial, investment, tax, legal, accounting, insurance, credit, lending, or other decisions, you should consult qualified professionals who understand your individual circumstances.

11. PRODUCT INFORMATION AND AVAILABILITY

We may update, modify, delay, suspend, discontinue, replace, limit, or decline to offer any product, service, feature, integration, beta program, waitlist, promotion, or other offering described on the Websites at any time. We do not guarantee that any Website Content will remain current, complete, or available.

12. THIRD-PARTY LINKS, PROVIDERS, AND EXTERNAL RESOURCES

12.1 Third-Party Links

The Websites may include links to third-party websites, publications, resources, tools, platforms, social media pages, events, or other materials. These links are provided for convenience only.

12.2 Third-Party Terms Apply

Third-party resources are governed by the applicable third party's terms, policies, and privacy notices. We do not control, endorse, guarantee, or assume responsibility for any third-party resource, including its content, accuracy, availability, security, products, services, or practices.

12.3 Product Integrations and Providers

The Websites may describe or link to third-party providers or integrations. Any product feature involving a third-party provider, including payments, account-linking, financial data, AI technology, banking, brokerage, advisory, lending, insurance, tax, or other services, may be governed by separate provider terms, authorization flows, disclosures, and privacy notices.

13. PUBLIC FINANCIAL CONTENT, THIRD-PARTY CONTENT, AND ILLUSTRATIVE MATERIALS

13.1 Public Financial Content

The Websites may include educational content, financial concepts, third-party information, sample data, estimated figures, rates, benchmarks, projections, forecasts, examples, screenshots, calculators, and other illustrative materials. These materials are provided for informational and marketing purposes only. They may be incomplete, outdated, inaccurate, unavailable, or changed without notice.

13.2 No Duty to Update

We do not guarantee the accuracy, completeness, timeliness, availability, suitability, performance, or results of public Website Content. We have no obligation to update Website Content after posting.

13.3 Third-Party Content

If the Websites include third-party content, including testimonials, reviews, guest content, embedded content, syndicated materials, partner materials, user-submitted materials, or third-party reports, that content is the responsibility of its provider and does not necessarily reflect our views. We do not endorse, verify, or assume responsibility for third-party content unless we expressly say otherwise.

14. WEBSITE DISCLAIMER

14.1 As Is and As Available

The Websites and Website Content are provided on an "as is" and "as available" basis. To the fullest extent permitted by applicable law, we disclaim all warranties, representations, and conditions of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement, accuracy, completeness, availability, uninterrupted operation, security, error-free operation, and suitability.

14.2 No Guarantee

We do not guarantee that Website Content is accurate, complete, current, error-free, uninterrupted, secure, or suitable for any particular purpose. We do not warrant that the Websites will be available, secure, uninterrupted, timely, accurate, complete, or free of errors, viruses, malware, or harmful components.

14.3 Downloads and Harmful Code

If the Websites provide downloadable materials, we do not guarantee that those materials will be free from viruses, malware, destructive code, or other harmful components. You are responsible for using appropriate security safeguards, anti-virus protections, backup procedures, and data-reconstruction procedures. You download and use Website materials at your own risk.

14.4 Nonwaivable Rights

Nothing in these Terms of Use limits any rights or remedies that cannot be waived under applicable law.

15. LIMITATION OF LIABILITY

15.1 Excluded Damages

To the fullest extent permitted by applicable law, we and our affiliates, officers, directors, employees, agents, licensors, and service providers will not be liable for any indirect, incidental, consequential, special, exemplary, punitive, enhanced, lost profit, lost revenue, lost savings, lost data, loss of goodwill, business interruption, lost opportunity, or similar damages arising out of or relating to the Website, Website Content, third-party links, third-party content, downloads, or your use of or inability to use the Website.

15.2 Liability Cap

To the fullest extent permitted by applicable law, our total liability for all claims arising out of or relating to the Websites or these Terms of Use will not exceed the greater of the amount you paid us, if any, specifically for access to the public Websites during the 12 months before the event giving rise to the claim or \$100. The limitations in this Section apply regardless of the legal theory, including warranty, contract, tort, statute, negligence, strict liability, or otherwise, even if we have been advised of the possibility of such damages.

15.3 Nonwaivable Rights

The disclaimers, exclusions, and limitations in these Terms of Use apply only to the fullest extent permitted by applicable law.

16. INDEMNITY

To the extent permitted by applicable law, you agree to defend, indemnify, and hold harmless us and our affiliates, officers, directors, employees, agents, licensors, and service providers from and against any claims, demands, actions, losses, liabilities, damages, judgments, settlements, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to:

- (a) your misuse of the Website;
- (b) your violation of these Terms of Use;
- (c) information or materials you submit through the Website;
- (d) your violation of any law or third-party right;
- (e) your infringement or misappropriation of intellectual property, privacy, publicity, or other rights;
- (f) security abuse, scraping, automated access, or attempted unauthorized access involving the Website;
- (g) misuse of Website downloads or educational materials; or
- (h) abusive, unlawful, or harmful communications through Website forms or support channels.

17. WEBSITE CHANGES AND ACCESS RESTRICTIONS

We may update, modify, suspend, discontinue, replace, or remove all or part of the Websites or Website Content at any time, with or without notice. We may restrict, block, suspend, or terminate access to the Websites for misuse, legal risk, security risk, interference, infringement, abusive communications, harm, or violation of these Terms of Use.

This Section does not govern account suspension, subscription termination, product access, data export, or deletion rights, which are addressed in applicable Service Terms.

18. GOVERNING LAW AND JURISDICTION.

To the extent permitted by law, these Terms are governed by the laws of the State of Texas without regard to conflict-of-law rules. Subject to Section 19 (Dispute Resolution, Arbitration, and Class Action Waiver), any court proceeding arising from or related to these Terms of Use, the Websites, or Website content must be brought in the federal or state courts located in Dallas County, TX, and you consent to the jurisdiction of those courts to the extent permitted by law. For Consumers, nothing in this Section limits any non-waivable right you may have under the laws of your state of residence.

For purposes of these Terms of Use, “C o n s u m e r” means an individual who uses the Websites for personal, family, or household purposes. Product and service disputes, including disputes involving accounts, subscriptions, payments, financial-data connections, logged-in services, or other services governed by Service Terms, are governed by the applicable Service Terms.

19. DISPUTE RESOLUTION, ARBITRATION, AND CLASS ACTION WAIVER.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.

19.1 Informal Dispute Resolution. Before either party files an arbitration demand or small claims action, the party asserting a claim must first send the other party a written notice of dispute. A notice of dispute must include:

- The claimant's name;
- account email;
- mailing address;
- phone number;
- A description of the dispute;
- The specific relief requested;
- The facts supporting the claim; and
- Any relevant Website, support, or Website communication reference.

Notices to TiVaMo must be sent to legal_department@mytivamo.com. Notices to you may be sent to the email address or mailing address associated with your account.

For sixty (60) days after a notice of dispute is received, the parties will attempt in good faith to resolve the dispute informally. The parties may do this through email, phone, video conference, or another mutually agreed method. Neither party may initiate arbitration or a small claims action until the 60-day period ends, except that either party may seek temporary injunctive or equitable relief in court at any time to prevent irreparable harm, preserve the status quo, protect intellectual property, prevent unauthorized access, prevent misuse of the Websites, or preserve claims pending completion of this informal process. Any applicable limitations period will be tolled during the 60-day informal dispute resolution period.

19.2 Agreement to Arbitrate

19.2.1 Except as stated in Section 19.3 (Exceptions to Arbitration), you and TiVaMo agree that any past, present, or future dispute, claim, or cause of action arising from or relating to these Terms of Use, our relationship in connection with the public Websites, your access to or use of the Websites or Website Content, any communication submitted through or relating to the Websites, or any alleged breach, termination, enforcement, interpretation, validity, or enforceability of any of the foregoing will be resolved by final and binding arbitration rather than in court. Disputes arising from or relating to products, services, accounts, subscriptions, payments, transactions, product-specific terms, or any other Service Terms are governed by the applicable Service Terms, except to the extent the dispute arises solely from your access to or use of the public Websites or Website Content.

19.2.2 This arbitration agreement applies to claims brought by you and claims brought by TiVaMo. It applies regardless of the legal theory asserted, including contract, statute, regulation, tort, fraud, misrepresentation, consumer protection, privacy, data security, negligence, strict liability, unjust enrichment, equity, or any other legal theory. The arbitrator may award on an individual basis the same damages and relief that a court could award, including injunctive, declaratory, statutory, and monetary relief. The arbitrator must follow these Terms of Use as a court would. The arbitrator may award public injunctive relief to the extent required by applicable law.

19.2.3 The arbitrator will decide disputes about whether this arbitration agreement applies, is enforceable, or permits the claims asserted, except that a court will decide disputes about the enforceability, validity, or effect of the class action waiver, representative action waiver, and mass filing provisions. This arbitration agreement is governed by the Federal Arbitration Act.

19.3 Exceptions to Arbitration

19.3.1 This arbitration agreement does not prevent either party from bringing a qualifying claim in small claims court. This arbitration agreement does not apply to claims relating to intellectual property rights, including trademarks, trade dress, domain names, trade secrets, copyrights, patents, and materials you submit through the Websites. Either party may bring those claims in any court with jurisdiction.

19.3.2 Either party may seek temporary injunctive or equitable relief in court to prevent irreparable harm, preserve the status quo, protect intellectual property, prevent unauthorized access, prevent misuse of the Websites, protect confidential or sensitive information, or preserve claims pending arbitration. Nothing in this Section limits any non-waivable right to file a complaint with, communicate with, or seek assistance from a government agency, regulator, law enforcement authority, or public authority.

19.4 Arbitration Location, Hearings, and Procedures.

Arbitration will occur in Dallas, TX unless both parties agree otherwise. For Consumer claims, arbitration will occur in the county where you reside, by video, telephone, or other remote means, or in another location agreed by both parties, to the extent required by applicable law or the AAA Rules. Hearings will be conducted by video, telephone, or other remote means unless the arbitrator determines that an in-person hearing is appropriate. The arbitrator may allow reasonable discovery consistent with the nature of the claim, the amount in controversy, the need for information, and the goals of a fair and efficient proceeding. The arbitrator must take reasonable steps to protect personal information, financial information, confidential information, trade secrets, and other sensitive information. The arbitrator's award will be final and binding, except for any appeal or review available under the Federal Arbitration Act or other applicable law. Judgment on the award may be entered in any court with jurisdiction.

19.5 Arbitration Rules

19.5.1 Arbitration will be administered by the American Arbitration Association ("AAA") under the applicable AAA rules. AAA's rules are available at <https://www.adr.org/rules-forms-and-fees/> ("AAA Rules") and AAA may be reached by the contact information located at <https://www.adr.org/contact-us/>. For Consumer claims, the AAA Consumer Arbitration Rules will apply. For non-Consumer claims, the AAA Commercial Arbitration Rules will apply. If a claim is eligible for a documents-only procedure under the applicable AAA rules, the arbitrator may resolve the claim based on written submissions unless the arbitrator determines that a hearing is appropriate.

19.5.2 If anything in this arbitration agreement conflicts with the applicable AAA Rules, this arbitration agreement controls to the extent permitted by law. The arbitration will be heard by a single neutral arbitrator appointed under the applicable AAA Rules.

19.6 Arbitration Fees and Costs.

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but we will reimburse you for this filing fee when due to the extent it exceeds the fee for filing a complaint in a federal or state court in your county of residence or in Dallas, TX. For Consumer claims, we will pay or reimburse arbitration fees to the extent required by applicable law or the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose, then the payment of all fees will be governed by the AAA Rules, and we will not reimburse your initial filing fee except to the extent required by applicable law or the AAA Rules. The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or TiVaMo, and you and TiVaMo waive any objection to such fee modification.

19.7 Multiple Case Filings and Mass Arbitration.

19.7.1 If twenty-five (25) or more similar claims are asserted against TiVaMo or against you by the same or coordinated counsel, or are otherwise coordinated, filed, or threatened in close proximity, those claims will be treated as “Mass Filings.” Mass Filings must proceed under the [AAA Mass Arbitration Supplementary Rules](#) to the extent applicable.

19.7.2 For Mass Filings, the parties will first proceed with a bellwether process. Counsel for the claimants and counsel for TiVaMo will each select ten (10) individual claims, and the arbitrator will select five (5) additional individual claims, for a total of twenty-five (25) individual bellwether arbitrations. Those 25 bellwether arbitrations will proceed first. All other claims will be stayed, and any applicable limitations periods will be tolled while the bellwether process is pending. After the bellwether arbitrations are completed, the parties will participate in a mediation of the remaining claims. If the remaining claims are not resolved in mediation, the remaining claims will proceed in individual arbitration under the applicable AAA Rules and any process ordered by AAA or the arbitrator. No Mass Filing procedure may be used to conduct class arbitration, collective arbitration, consolidated arbitration, representative arbitration, or any proceeding in which one person seeks relief on behalf of another person, except to the extent required by applicable law and not waivable.

19.8 Class Action, Collective Action, and Representative Action Waiver

19.8.1 TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND TIVAMO AGREE THAT DISPUTES WILL BE BROUGHT ONLY ON AN INDIVIDUAL BASIS. YOU AND TIVAMO EACH WAIVE THE RIGHT TO BRING, MAINTAIN, PARTICIPATE IN, OR RECEIVE RELIEF FROM ANY CLASS ACTION, CLASS ARBITRATION, COLLECTIVE ACTION, CONSOLIDATED ACTION, PRIVATE ATTORNEY GENERAL ACTION, REPRESENTATIVE ACTION, OR COORDINATED PROCEEDING.

19.8.2 The arbitrator may award relief only in favor of the individual party seeking relief and only to the extent needed to resolve that individual party's claim. The arbitrator may not award relief for or against anyone who is not a party to the arbitration, except to the extent required by applicable law.

19.8.3 If a court determines that the waiver of public injunctive relief is unenforceable as to a particular claim or request for relief, then that claim or request for public injunctive relief must be severed and decided by a court after all arbitrable claims and requests for relief are resolved in arbitration. If a court determines that any part of this class action, collective action, or representative action waiver is unenforceable as to a particular claim or request for relief, only that claim or request for relief may proceed in court, and all remaining claims and requests for relief must be arbitrated on an individual basis.

19.9 One-Year Limit.

To the extent permitted by law, any dispute, claim, or cause of action arising from or related to these Terms of Use, the Websites, Website Content, or our relationship in connection with the public Websites must be filed within one (1) year after it arose, or it is permanently barred. This one-year limit does not apply where prohibited by law or to any claim or right that cannot be shortened by contract.

19.10 Consumer Opt-Out. If you are a Consumer, you may opt out of this arbitration agreement within thirty (30) days after first accepting these Terms. To opt out, you must email TiVaMo at legal_department@mytivamo.com with:

- Your full legal name;
- Your mailing address;
- Your account email address;
- A statement that you are opting out of arbitration; and
- A statement that you are a Consumer.

If you opt out properly and on time, neither you nor TiVaMo will be required to arbitrate disputes under this Section. Opting out of arbitration will not affect any other part of the Terms.

19.11 Future Arbitration Changes

19.11.1 If TiVaMo materially changes this arbitration agreement, TiVaMo will provide thirty (30) days' notice where required. If you are a Consumer and you do not agree to a material change to this arbitration agreement, you may opt out of the change by emailing legal_department@mytivamo.com before the 30-day period expires. Your opt-out notice must include your full legal name, mailing address, account email address, and a statement that you are opting out of the arbitration change.

19.11.2 If you opt out of a change, the prior arbitration agreement you accepted will continue to apply. If you do not opt out of a change and continue using the Websites after the change becomes effective, the updated arbitration agreement will apply to claims not yet filed, to the extent permitted by law.

19.12 Severability of Arbitration Terms.

Except as stated in Section 19.8 (Class Action, Collective Action, and Representative Action Waiver) if any part of this arbitration agreement is found unlawful or unenforceable, that part will be severed, and the remaining parts will remain in effect to the fullest extent permitted by law. If the entire arbitration agreement is found unenforceable, disputes will proceed in court subject to the jury trial waiver and governing law provisions in the Terms, to the fullest extent permitted by law.

20 JURY TRIAL WAIVER.

IF FOR ANY REASON A DISPUTE PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND TIVAMO AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND TIVAMO UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM IN ANY WAY ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE WEBSITES, OR WEBSITE CONTENT.

21. CHANGES TO THESE TERMS

We may update these Terms of Use from time to time by posting a revised version on the Websites and updating the effective date. The revised Terms will apply to future Websites use after posting, except where additional notice or consent is required by law. Your continued use of the Websites after revised Terms become effective means you accept the revised Terms of Use for future Websites use.

22. COPYRIGHT AND IP CONTACT

If you believe that material available on the Websites infringes your copyright, trademark, or other intellectual property rights, you may contact us at legal_department@mytivamo.com with:

- (a) your name and contact information;
- (b) a description of the work or right you claim has been infringed;
- (c) the specific URL or location of the material you believe is infringing;
- (d) a statement explaining why you believe the use is not authorized; and
- (e) any other information reasonably necessary for us to review your request.

If the Websites later allow user-generated content, uploads, public comments, reviews, testimonials, or community posts, we may publish a separate copyright takedown policy.

Notices to us should be sent using the contact details in this Section unless Service Terms specify another notice process.

23. GENERAL

23.1 Entire Agreement for Website Use

These Terms of Use, together with the Privacy Policy available at <https://privacy.mytivamo.com/> and any other policies or notices incorporated by reference, are the entire agreement between you and us regarding your use of the public Websites.

23.2 Separate Documents

These Terms of Use apply only to the public Websites and do not modify any separate agreement, policy, notice, organizational document, Service Terms, or other legal document that applies to a different relationship with us.

23.3 Severability

Except as otherwise expressly stated in these Terms of Use, if any provision of these Terms of Use is held invalid, illegal, or unenforceable, the remaining provisions will remain in full force and effect. The invalid, illegal, or unenforceable provision will be limited or modified to the minimum extent necessary to make it enforceable, if permitted by law.

23.4 No Waiver

Our failure to enforce any provision of these Terms of Use is not a waiver of our right to do so later. Any waiver must be in writing to be effective.

23.5 Assignment

You may not assign or transfer these Terms of Use or any rights or obligations under them without our prior written consent. We may assign or transfer these Terms of Use in connection with a merger, acquisition, financing, reorganization, sale of assets, change of control, or by operation of law.

23.6 Interpretation

Terms such as “including,” “such as,” “for example,” and similar expressions are illustrative and non-exhaustive. Section headings are for convenience only and do not affect interpretation.

23.7 Survival

Provisions that by their nature should survive termination or discontinuation of Websites use will survive, including provisions addressing intellectual property, trademarks, feedback, disclaimers, limitation of liability, indemnity, governing law, forum, separate documents, and miscellaneous terms.

24. CONTACT INFORMATION

Questions, legal notices, or other communications about these Terms of Use may be sent to:

TiVaMo, Inc.

Email: legal_department@mytivamo.com

Mailing Address: 7701 Lemmon Avenue, Suite 260

Dallas, TX 75209

Attn: Legal Department

Website: <https://privacy.mytivamo.com>