

Terms of Service

Dibs Technology Inc.
Last Updated: June 1, 2016

Our terms of service (these “Terms”) apply to your access and use of the Dibs Technology Inc. (“Dibs”) web or SMS application (“Dibs Software”), whether accessed via Dibs website (ondibs.com), via SMS, or via one of our studio partner’s sites.

Accepting these Terms:

If you access or use the Service, it means you agree to be bound by all of the terms below. Please read all of the terms before you use the Service. If a term does not make sense to you, please let us know. If you do not agree to all of the terms below, you may not use the Service.

Charges to these Terms:

We encourage you to review the Terms regularly to know about our practices. We may change these Terms from time to time. For example, we may change these Terms if we come out with a new feature. If we make changes, we will let you know by revising the date at the top of the policy and, in some cases, provide you with additional notice (such as sending you an email notification). Any changes we make to these Terms will be effective when we post them. If you use the Service after we have posted the changed Terms, then you have accepted the changes to these Terms.

Privacy Policy:

For information about how we collect, use and share information about users of the Service, please see our [Privacy Policy](#).

Description of the Service:

We provide pricing services for fitness classes. Our proprietary software enables our studio partners to easily price each spot in each of their classes according to real time demand. Prices are based on historical demand. For more information about the Service, please see our FAQs.

We do not provide exercise programs. We provide a way for users to access Dibs’ proprietary pricing. All exercise programs should be done in consultation with a certified medical professional. Please work with a professional and make sure you get the approval of a medical professional prior to embarking on any exercise program.

Creating Accounts:

When you create an account, you must maintain the security of your password and accept all risk that someone may access your account without your permission. If you discover or suspect any Service security breaches, please let us know as soon as possible. You represent and warrant to us that all information that you provide in connection with your account is accurate, truthful, current, and complete. Dibs Technology Inc. reserves the right to deny any account at our discretion.

Right to Use the Service:

On the condition that you fully comply with these Terms, Dibs grants you a limited, nonexclusive, non-transferable, and revocable license to access and use the Service. However, the Software may only be used on mobile devices that you own or control. The terms of this license will also govern any upgrades provided by that replace and/or supplement the original Software, unless the upgrade is accompanied by a separate license, in which case the terms of that license will govern.

Except as expressly authorized by these Terms, you may not: (a) modify, disclose, alter, translate or create derivative works of the Service; (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Service; (c) disassemble, decompile or reverse engineer any of the software components of the Service; (d) copy, frame or mirror any part of the Service; (e) interfere with or disrupt the integrity or performance of the Service; or (f) attempt to gain unauthorized access to the Service or its related systems or networks.

Class Fees:

In order to participate in a class, you must reserve a spot. You can reserve a spot via the Service by paying the applicable class fee. All payments must be made in U.S. Dollars when booking in the United States, or by GBP when booking in England. Payments must be made by credit or debit card via an authorized Dibs payment processor.

Dibs Technology Inc. will charge the credit/debit card provided by you via the Service in advance. You hereby authorize Dibs Technology Inc. (or its authorized payment processor) to charge the credit/debit card number provided via the Service in accordance the amount associated with the class for which you are reserving a spot. You represent and warrant that you are authorized to use and have fees charged to the credit/debit card number you provided to Dibs Technology Inc.

Prohibited Use of the Service:

You may not do any of the following in connection with the Service or other users:

Use the Service in any manner that could interfere with, disrupt, negatively affect or inhibit other users from fully enjoying the Service or that could damage, disable, overburden or impair the functioning of the Service; Collect any personal information about other users; Intimidate, threaten, stalk, bully or otherwise harass other users; Post spam or commercial messages through the Service; Create an account or use the Service if you are not over 13 years of age; Use the Service for any illegal or unauthorized purpose or to engage in, encourage or promote any activity that unlawful or that violates these Terms; and Circumvent or attempt to circumvent any filtering, security measures, rate limits or other features designed to protect the Service, its users, or third parties. Your use of the Service is at your own risk. Dibs Technology Inc. is not responsible or liable for the conduct of, or your interactions with, any other users (whether online or offline) or for any related damage or harm. Although we have no obligation to screen, edit, or monitor user content, we reserve the right, and have the discretion, to screen, edit, or remove any user content at any time, for any reason and without notice.

User Content -- Reporting and Removal:

A user may report a prohibited content to Dibs Technology Inc. that he/she thinks violates these Terms, and Dibs Technology Inc. may remove such user content, suspend or terminate the account of the user who made provided the content and/or take additional action to enforce these Terms against such user.

In addition, in accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, Dibs Technology Inc. has adopted a policy of terminating, inappropriate circumstances and at our discretion, account holders who are deemed repeat infringers. We also may, at our discretion, limit access to the Service and terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

If you think that anything on the Service infringes upon any copyright that you own or control, you may file a notification with Dibs Technology Inc.'s Designated Agent as set forth below:

Dibs Technology, Inc.
1460 Broadway, New York, NY 10024
646.494.7905
info@ondibs.com

Please see 17 U.S.C. § 512(c)(3) for the requirements of a proper notification. If you knowingly misrepresent that any material or activity is infringing, you may be liable for any damages, including costs and attorneys' fees, Dibs Technology Inc. or the alleged infringer incurs because we relied on the misrepresentation when removing or disabling access to the material or activity.

Dibs Technology Inc.'s Rights:

As between you and Dibs, all information, materials and content of the Service, including text, graphics, data, formatting, graphs, designs, HTML, look and feel, photographs, music, sounds, images, software, videos, designs, typefaces, source and object code, format, queries, algorithms and other content is owned by Dibs or is used with permission. When you post, link or otherwise make available content to the Service, you grant us a nonexclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such content throughout the world in any manner or media, on or off the Software. Dibs Technology Inc. reserves all rights not expressly set forth in these Terms.

Feedback:

Any suggestions, comments, or other feedback you give us about the Service will be our confidential information. We are free to use, disclose, reproduce, license, distribute and exploit this feedback as we see fit, without compensation to you or any obligation or restriction because of any intellectual property rights or otherwise.

Disclaimers:

As a software that lets people who book classes at fitness related classes, you acknowledge and agree that Dibs Technology Inc. is not liable for the acts or omissions of the companies or individuals providing fitness classes, the facilities or other environments within which the classes occur and any damages or losses (physical, mental or otherwise) caused by, arising out of, resulting from, attributable to or in any way incidental to the classes or your workout.

DIBS TECHNOLOGY INC. IS NOT RESPONSIBLE FOR ANY CLASS CANCELATIONS.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICE AND ANY WORKOUTS/CLASSES RELATED THERETO ARE AT YOUR SOLE RISK AND THAT THE ENTIRE RISK (INCLUDING, BUT NOT LIMITED TO, RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, SAFETY AND ACCURACY) IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ANY WORKOUTS/CLASSES RELATED THERETO ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THESE TERMS, THE SERVICE, ANY WORKOUTS/CLASSES, OUR PRODUCTS AND/OR SERVICES, USER CONTENT, THIRD-PARTY SERVICES OR THIRD-PARTY MATERIALS, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (A) WARRANTIES OF MERCHANTABILITY; (B) WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED OR ARE OTHERWISE AWARE OF ANY SUCH PURPOSE); AND (C) WARRANTIES OF NON-INFRINGEMENT OR CONDITION OF TITLE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL BE ACCURATE OR MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY DEFECTS IN THE SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, GUIDELINES, OR ADVICE GIVEN BY OUR AUTHORIZED REPRESENTATIVE OR US WILL CREATE A WARRANTY.

No Medical Advice. THE CONTENT AND/OR INFORMATION PROVIDED VIA THE SERVICE DOES NOT CONTAIN OR CONSTITUTE AND SHOULD NOT BE INTERPRETED AS, MEDICAL ADVICE, OPINION, OR SERVICES, AND THERE IS NO DOCTOR-PATIENT RELATIONSHIP BETWEEN DIBS TECHNOLOGY INC. AND YOU.

All weight reduction/control programs and exercise programs should be done in consultation with a certified medical professional. Please work with a professional and make sure you get the approval of a medical professional prior to embarking on any exercise program.

Limitation of Liability:

OUR TOTAL LIABILITY ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICE WILL NOT EXCEED THE COST TO USE THE SERVICE AS OPPOSED TO AMOUNT PAID FOR ANY CLASSES OR ANY OTHER FEES/ COSTS RELATED TO THE USER OF THE SERVICE INCLUDING, BUT NOT LIMITED TO, ANY FEES ASSOCIATED WITH YOUR DEVICE.

EXCEPT AS EXPRESSLY STATED ABOVE, TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR ANY THIRD-PARTY FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, BUT NOT LIMITED TO, bodily injury, emotional distress OR death HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE, WHETHER ACTIVE, PASSIVE OR IMPUTED), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU.

Indemnification:

You agree, at your sole expense, to defend, indemnify and hold us, our service providers and consultants, and their respective directors, employees and agents, harmless from and against any and all actual or threatened suits, actions, proceedings (at law or in equity), claims, damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including, but not limited to, reasonable attorney fees, costs, penalties, interest and disbursements) caused by, arising out of, resulting from, attributable to or in any way incidental to: (a) your conduct; (b) your violation of the Terms or the rights of any third-party; or (c) any user content.

Third Party Software:

The software you are using consists of a package of components, including certain third party software provided under separate third party license terms. Your use of this third party software in conjunction with the Software in a manner consistent with the terms of these Terms is permitted, however, you may have broader rights under the applicable third party license terms, and nothing in these Terms is intended to impose further restrictions on your use of this third party software.

Changes to the Service:

Dibs Technology Inc. reserves the right in our discretion to review, improve, change, or discontinue, temporarily or permanently, the Service and/or any features, information, materials or content on the Service with or without providing notice to you. Dibs Technology Inc. will not be liable to you or any third party for any changes or discontinuance of the Service or any part of the Service.

Consent to Electronic Communications:

By using the Service, you agree that we may communicate with you electronically regarding your use of the Service and that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that the communications be in writing. To withdraw your consent from receiving electronic notice, please notify us at info@ondibs.com mailto:.

Suspension and Termination:

Dibs Technology Inc may suspend or terminate your rights to access or use the Service for any reason or for no reason at all and with or without notice at Dibs Technology Inc.'s discretion. Suspension or termination may include restricting access to and use of the App. All of the terms of these Terms (excluding the license grant) will survive any termination or suspension.

Governing Law; Arbitration:

PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE DISPUTES WITH DIBS TECHNOLOGY INC. AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM DIBS TECHNOLOGY INC.

In the event of any controversy or claim arising out of or relating in any way to these Terms or the Service, you and Dibs agree to consult and negotiate with each other and, recognizing your mutual interests, try to reach a solution satisfactory to both parties. If we do not reach settlement within a period of 60 days, then either of us may, by notice to the other demand mediation under the mediation rules of the American Arbitration Association New York, New York. We both give up our right to litigate our disputes and may not proceed to arbitration without first trying mediation, but you and Dibs Technology Inc. are NOT required to arbitrate any dispute in which either party seeks equitable and other relief from the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. Whether the dispute is heard in arbitration or in court, you and Dibs Technology Inc. will not commence against the other a class action, class arbitration or other representative action or proceeding.

If settlement is not reached within 60 days after service of a written demand for mediation, any unresolved controversy or claim will be resolved by arbitration in accordance with the rules of the American Arbitration Association before a single arbitrator in New York, New York. The language of all proceedings and filings will be English. The arbitrator will render a written opinion including findings of fact and law and the award and/or determination of the arbitrator will be binding on the parties, and their respective administrators and assigns, and will not be subject to appeal. Judgment may be entered upon the award of the arbitrator in any court of competent jurisdiction.

The parties will share the expenses of the arbitration equally unless the arbitration determines that the expenses will be otherwise assessed and the arbitrator may award the prevailing party its attorneys' fees and expenses. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 90 days from the date the arbitrator is appointed. The arbitrator may extend this time limit only if failure to do so would unduly prejudice the rights of the parties. Failure to adhere to this time limit will not constitute a basis for challenging the award. Consistent with the expedited nature of arbitration, pre-hearing information exchange will be limited to the reasonable production of relevant, non-privileged documents, carried out expeditiously.

General:

Enforcement of these Terms is solely at Dibs Technology Inc.'s discretion. Failure to enforce any part of these Terms in some instances does not constitute a waiver of our right to enforce the same or other part of these Terms in other instances. If any provision of these Terms is or becomes unlawful, void or otherwise unenforceable (including the warranty disclaimers and liability limitations above), then that provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remaining provisions of these Terms will continue in full force and effect. As used in these Terms, "including" means "including (without limitation)." The section headings these Terms and are for reference purposes only and will not affect the meaning or interpretation of these Terms.

Legal Compliance:

You represent and warrant that (a) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (b) you are not listed on any U.S. Government list of prohibited or restricted parties.

Individual Studio Terms and Conditions also apply

Privacy Policy

Dibs Technology, Inc., ("Dibs") operates the website located at ondibs.com. This Privacy Policy describes how we collect, use, share and protect information obtained from our members and from visits to our website. By using our website, you have agreed and are additionally subject to the Terms of Service, which incorporates this Privacy Policy by reference. The effective date of the current policy is September 23, 2016.

Overview:

We allow customers to create one account on Dibs, which they may use to seamlessly book classes with any partner studio. Dibs will never share your Personal Information with a partner studio, unless you have explicitly granted permission by logging in to the party's website or app with your Dibs account and agreed to studio's terms & conditions. Dibs does not store your financial information; all financial information is stored with our payment processor Stripe, and will never be shared with anyone other than Stripe.

What Information Do We Collect?

Personal Details

We may collect the following personal details during on our website or at a partner studio that uses our software to process class bookings:

- First and last name
- Email
- Birthday
- Mobile Phone Number
- Address
- Emergency Contact Details

In addition, if you contact us by email through our website, we may keep a record of your contact information and correspondence.

We reserve the right to use your email address and any other personally identifiable information that you provide to send you marketing materials for our own products and services, from which you can always opt out by updating your personal settings.

Financial Details

In order to use the Dibs platform to book classes at partner studios, you will need to link a payment instrument, such as a debit or credit card account number, to your Dibs account. Dibs will only collect Financial Information from Users using a secure, transparent pass through to our third-party payment gateway provider (Stripe), and Dibs will never store your Financial Information itself.

Web/Mobile Tracking Information

Like most websites, our website may incorporate tracking technologies and cookies that allow us to track the actions of our website visitors. Tracking technologies and cookies are used to collect non-personally identifiable information, such as the name of your internet service provider, the IP address of the computer you are using, the type of browser software and operating system that you use, the date and time you access our website, the website address, if any, from which you linked directly to our website, the website address, if any, to which you travel from our website, your home page customization preferences and other similar traffic-related information. We may aggregate your information with similar data collected from other visitors to help us improve our website.

[How Does Dibs Use and Disclose Your Information?](#)

Personal Details

Dibs will use and store your Personal Details to allow you to book at partner studios that use the Dibs platform; to send rewards to you; to improve our products and services; to investigate (and remedy) fraudulent or allegedly fraudulent activity; and to perform aggregated data analysis.

Dibs will not disclose your personal details to unaffiliated third parties. However, we do reserve the right to provide your information to third parties who help us deliver or improve our service. A few examples are outlined below:

1. **Studio Partners:** If you choose to log in and book a class at a Studio Partner that uses the Dibs platform, the studio will receive access to your personal details. This does not include your account password, which is strictly confidential and encrypted in our database.
2. **Mindbody, Zingfit, or other Booking Software:** The studios we partner with often work with an additional third-party booking system to help manage the class schedule and roster. If you have specifically authorized a studio to have access to your information by

logging into their site or app with your Dibs account, your personal details (but not financial details) may be passed through to their secure database.

3. Services that distribute marketing materials or advertisements on our behalf.
4. If we sell Dibs or any part of its assets, or Dibs enters into a joint venture with another business entity, we may disclose your personal information to our new business partners or owners who may then provide you with information about their products and services

Financial Information: Dibs will only ever use your Financial Information for the purpose of submitting an authorized charge to your payment instrument, in accordance with Dibs's Terms & Conditions. Financial Information is never provided to Dibs in unencrypted form, or stored by Dibs. Your Financial Information is never disclosed to third parties, including Dibs' partner studios, other than Dibs's payment gateway provider (Stripe).

Email Communications: If you create a Dibs account and provide your email address, we will send you administrative and promotional emails concerning the Dibs platform. If you wish to opt out of promotional emails, you may do so by following the "unsubscribe" instructions in the email, by contacting Dibs Support at info@ondibs.com, or by editing your Dibs User Account settings as described below.

How to Update the Personal Details Stored on Dibs

You can log into your account at any time to update your email preferences, modify your personal details, or remove your financial information. Any adjustments to your Dibs account at one partner studio will be made across any studios where you have used your Dibs account.

If you would like to remove your details and wipe all personal data from our database, you can deactivate your account. This will also remove your financial information from Stripe.

You can update your personal details or remove your financial information at any time by logging into your Dibs account at any partner studio; this will update your account across all partner studios you have used.

EU Compliance

Dibs complies with the EU-U.S. Privacy Shield Framework as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union to the United States. Dibs has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the

terms in this privacy policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit : <https://www.privacyshield.gov/> In the context of an onward transfer, a Privacy Shield organization has responsibility for the processing of personal information it receives under the Privacy Shield and subsequently transfers to a third party acting as an agent on its behalf. The Privacy Shield organization shall remain liable under the Principles if its agent processes such personal information in a manner inconsistent with the Principles, unless the organization proves that it is not responsible for the event giving rise to the damage. In compliance with the Privacy Shield Principles, Dibs commits to resolve complaints about our collection or use of your personal information. EU individuals with inquiries or complaints regarding our Privacy Shield policy should first contact Dibs: By Email: info@ondibs.com By Phone: +1 646 760 3427 or +44 (0) 20 33898689 Dibs has further committed to cooperate with the panel established by the EU data protection authorities (DPAs) with regard to unresolved Privacy Shield complaints concerning data transferred from the EU. Dibs is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC). Dibs may be required to disclose personal information in response to lawful requests by public authorities, including to meet national security or law enforcement requirements.

Text Messaging / SMS Policy

When you provide us with your mobile phone number, you agree that Dibs may send you text messages (including SMS and MMS) to that phone number. You will receive a confirmation text message, and you may need to reply as instructed to complete registration. Message and data rates apply. Reply STOP to cancel, HELP for help. You agree to receive a final text message confirming your opt-out. You may opt-out at any time by texting the word STOP to shortcode 33233. You agree to receive a final text message confirming your opt-out. For help, send a text message with the keyword HELP to short code 33233. Texts may be sent through an automatic telephone dialing system. Consent is not required to purchase our goods or services. You agree to notify us of any changes to your mobile number and update your account us to reflect this change. Your carrier may prohibit or restrict certain Mobile Features and certain Mobile Features may be incompatible with your carrier or mobile device. Contact your carrier with questions regarding these issues.

Dibs will never charge you for the text messages you receive. You might see some message & data rate charges from your mobile provider, though, so be sure to check your plan.

Any information communicated to rookie for text messaging and or storage will remain in the ownership of the user, which will store securely in accordance with our security policy and the law. Dibs will take the necessary steps to secure your personal information with safeguards appropriate to the sensitivity of the information. Dibs will, at no time, rent or redistribute this information without your consent, except where legally required to do so.

It is policy, that just as a user must opt in to a text marketing list, they have the right to opt out of a particular text marketing list as well. When a user opts out of a text marketing list, they will no longer receive any texts unless they, themselves, re-subscribe.

[This Website Uses Google Adwords](#)

This website uses the Google AdWords remarketing service to advertise on third party websites (including Google) to previous visitors to our site or audiences similar to previous visitors to our site. It could mean that we advertise to previous visitors who haven't completed a task on our site, for example using the contact form to make an enquiry. This could be in the form of an advertisement on the Google search results page, or a site in the Google Display Network. Third-party vendors, including Google, use cookies to serve ads based on someone's past visits to the ondibs.com website. Of course, any data collected will be used in accordance with our own privacy policy and Google's privacy policy. You can set preferences for how Google advertises to you using the Google Ad Preferences page, and if you want to you can opt out of interest-based advertising entirely by cookie settings or permanently using a browser plugin.

[Security & Information Retention](#)

We employ security measures to protect your personal information both online and offline from access by unauthorized persons and against unlawful processing, accidental loss, destruction and damage. We encrypt many of our services using SSL. We will retain your personal information for a reasonable period or as long as the law requires.

[Right to Update or Revise Privacy Policy](#)

We reserve the right to update and revise this Privacy Policy at any time. You will know if this Privacy Policy has been revised since your last visit to the website by referring to the "Effective Date of Current Policy" date at the top of this page. Your use of our website constitutes your

acceptance of this Privacy Policy as amended or revised by us from time to time, and you should therefore review this Privacy Policy regularly.

[Hyperlink Policy](#)

Please be aware that the Site may contain links to third party websites. Any such link is provided only as a convenience. The inclusion of any link does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by Dibs of any information contained in any third party website. In no event shall Dibs be responsible for the information contained on that website or your use of or inability to use such website. You should also be aware that the terms and conditions of such website and the website's privacy policy may be different from those applicable to your use of the website.