

TERMS AND CONDITIONS OF USE

Last updated: August 23, 2018

You agree that by registering for an account on our Site or otherwise accessing our Services, you are agreeing to the terms and conditions (the “Terms”) of use set forth below. If you do not agree to these Terms, do not register for an Account or otherwise access our Services.

Please note that your use of the Services is also subject to our Privacy Policy. The Company reserves the right to update the Terms and Privacy Policy at any time without prior notice to you.

1. DEFINITIONS

Account(s): One or more accounts created by a User on the Platform for the purpose of accessing the Services.

App: Refers to the DINNGO application, a computer program developed by the Company and/or its affiliates that is designed to run on a mobile device such as a smartphone or tablet computer. All or part of the Services may be available for access via the App.

DGO Tokens: Functional utility tokens available via the Platform. DGO tokens are not for speculative investment and do not represent security interests in or of the Company (or any company). DGO tokens do not represent any rights with respect to the Company (or any company), including, but not limited to, any right of participation in the Company’s profit distributions or decision-making process. DGO tokens are sold as a functional good and all proceeds received by Company from such sales may be spent in the Company’s discretion. No promises or guarantees of future performance or value are or will be made with respect to any sale of DGO tokens, including, but not limited to: any promises of intrinsic or exchange value; any promise of continuing payments; and any guarantee that DGO tokens will hold any particular value.

Company: DINNGO Pte Ltd

Platform: The platform published by the Company and/or its affiliates, which permits Users to exchange Tokens with other Users, including DGO tokens. The Platform permits Users to exchange Tokens for legal currency.

Services: Any services made available through the Site, affiliated websites, the App, and the Platform.

Site: DINNGO’s website, having its URL at: <https://DINNGO.co/>.

Tokens: Any cryptographic tokens available or exchanged over the Platform, the App, or the Services (including DGO Tokens).

Users: Any user of the Services (all references to “you” or “your” herein refer to each User).

2. ELIGIBILITY, RESTRICTED AREA, AND PERMITTED USE

Eligibility. By accessing the Services, you represent and warrant that you:

- are at least 21 years of age, or at least the minimum age required by applicable law such that the Services may be lawfully provided to you without parental consent;
- accede to these Terms (and are legally capable of doing so);
- are not prohibited by applicable law from accessing and using the Services;
- have not previously been suspended or removed from the Site;

- own all Tokens used by you in connection with the Platform (or such Tokens are those with which you are able to carry out authorized transaction);
- have all necessary consents and authorizations to carry out all transactions initiated from your Account;
- have provided true, accurate, and complete information in creating your Account(s); and
- have reviewed the risk disclosure statement contained in these Terms, and consent to the bearing of all risks described therein.

Restricted Area. By accessing the Services, you represent and warrant that you are not a citizen of United States of America, China, or other jurisdictions where using and/or accessing the Services is prohibited or in any manner restricted by applicable laws or regulations, or will become so prohibited or restricted at any time after these Terms become effective.

Permitted Use. You agree that you will comply with all applicable laws and regulations when accessing the Services. You agree not to use the Services for any unlawful activity, including, but not limited to, illegal gambling, money laundering, fraud, blackmail, extortion, ransomware, terrorism financing, or other violent activities. You further agree that you will not hack, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, or otherwise compromise the integrity and security of the Platform, Site, and App. You further agree that you will not falsify any account registration details provided to us, falsify or materially omit any information or provide misleading information requested by us in the course of, directly or indirectly relating to, or arising from your activities on the Platform or the use of any services, including at registration.

3. ACCOUNT

- You must create an Account to access and use the Services, and you must provide a valid email address to create your Account. You must provide complete, accurate, and current information when creating your Account and promptly update such information should there be any changes. You may request the Company to delete or remove any information you provide; however, you acknowledge and agree that the Company may, in its sole discretion, refuse your request or restore any previously deleted or removed information. You must be responsible for all activities that occur under your Account and accept all risks of unauthorized access.
- You agree to maintain the security and confidentiality of your login credentials, and restrict unauthorized access—whether via the Site, App, or otherwise—to your Account. You must promptly notify the Company if you discover or otherwise suspect any unauthorized access to or use of your Account.
- You agree that the Company reserves the right to limit the number of Accounts that any User or such User’s affiliates may create.
- You agree that the Company reserves the right and sole discretion to terminate your Account for any reason at any time.

4. RISK DISCLOSURE STATEMENT

(a) Technology

Sophistication. Tokens are often described in exceedingly technical language; a comprehensive understanding of applied cryptography and computer science is required in order to appreciate inherent risks. By using the Services, you represent and warrant that you have sufficient knowledge, market sophistication, experience, and/or professional advice sufficient to undertake a prudent evaluation of the merits and risks of all transactions conducted by you pursuant to the Services. You agree to bear sole responsibility for the aforementioned evaluation.

No guarantee. Neither the Company nor its affiliates own or controls any of the underlying software through which blockchain networks are formed and with which any Tokens are created and transacted. Neither the Company nor its affiliates make any guarantee of functionality, security, or availability of such software and networks.

Forks. The blockchain technology underlying Tokens is subject to change at any time, including changes in operating rules (commonly referred to as “forks”), and blockchain networks may go offline as a result of bugs, hard forks, or a number of other unforeseeable reasons. Such changes may materially and adversely affect the value or function of the Tokens in your Account. You agree that you are fully responsible for monitoring such changes and agree to bear all risks arising therefrom or relating thereto.

Cyber-attacks. In the event of a cyber attack on the Platform, App, Site, or any other component of the Services, your Account and the Tokens therein may be adversely affected. Neither the Company nor its affiliates make any guarantee that it may foresee, prevent, mitigate, or take corrective action in the event of such attack.

Suspension/Discontinuation of Support/Withdrawal. In the event of a fork or a cyber-attack regarding a particular Token traded on the Platform, you agree that the Company may temporarily suspend the Services (with or without advance notice to you) for the Token in question and that the Company may, in its sole discretion, decide not to support (or cease supporting) the forked Token entirely. The Company will provide you with an opportunity to withdraw such Tokens if feasible. Resolutions concerning deposits, withdrawals, and User balances for an attacked Token will be determined on a case-by-case basis by the Company in its sole discretion. The Company makes no representations or warranties with respect to the security of the Platform, and shall not be liable for any lost value or stolen property, regardless of whether the Company was negligent in providing the proper security.

Disclaimer. The Company hereby disclaims all responsibility for any loss or damage arising from or relating to your use of any Services (including, but not limited to, risk of losses due to trading or due to factors beyond its control regarding the viability of any specific blockchain network) or your failure to understand the risks involved in Token use generally or your use of our Services. The Company further disclaims all responsibility for any loss or damages arising from or relating to any cyber-attacks (including without limitation the theft of your personal information), unprecedented surges in trading volume, any disruption or shut down of the Services, or other technical difficulties with respect to the Services.

(b) Prevailing rate

While the Company uses commercially reasonable methods to provide exchange rate information to you through our Services, such information may differ from prevailing exchange rates made available by third parties. Moreover, the actual market rate at the time of your trade may be different from the indicated prevailing rate depending on the velocity of trading in the Tokens involved in your trade. The Company hereby disclaims all responsibility for any loss or damage arising from or relating to price fluctuations, latencies, or differences in actual versus indicated prevailing rates.

(c) Transaction failure; Terms of Online Deposit

A transaction on the Platform may fail for several reasons, including but not limited to change in seller prices, insufficient margin, or unanticipated technical difficulties. The Company makes no representations or warranties that any transaction will be executed properly. The Company hereby disclaims all losses and damages arising from or relating to any transaction failure. You agree and consent that the Company shall not be responsible for notifying you of a transaction failure.

The Company may refuse to execute a trade or impose trade amount limits or restrictions at any time, without prior notice, and in its sole discretion. Specifically, the Company reserves the right to refuse to process, or to cancel or reverse, any transaction or disable a User’s Account where the Company suspects possible money laundering, terrorism financing, fraud, or any other unlawful conduct, or where the Company suspects the transaction violates these Terms (e.g. transactions involving the opening of an Account and subsequent closure without any actual trading). While the Company may in its discretion reverse a trade, a User may not change,

withdraw, or cancel its authorization to make a transaction, except with respect to partially filled orders.

The Company may correct, reverse, or cancel any trade impacted by an error in processing your trading instructions or otherwise. Your remedy in the event of an error will be limited. You may seek to cancel your order or obtain a refund of any amounts charged to you, but such cancellations or refunds are not guaranteed.

The Company's Platform operates such that each User's orders are matched with those of other Users. Orders may be partially filled or may be filled by a number of orders, depending on the trading activity at the time an order is placed.

You acknowledge that the Company provides each Account with cryptographic token deposit capabilities in order to enable trading. You acknowledge and agree that the Company does not allow Users to use such deposit capabilities for purposes other than those required for the trading of cryptographic tokens in accordance with these Terms; such prohibited uses include using Accounts as "web wallets" or for address registration purposes. We reserve the right to halt deposit activity at our sole discretion.

(d) Discontinuation

The Company reserves the right to discontinue the availability of a Token previously available via the Services at any time in its sole discretion. In such event, the Company will provide you with an opportunity to withdraw such Tokens.

(e) Illiquidity

You may find it difficult or impossible to liquidate a position. This can occur if there is insufficient liquidity in the market. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, because it may be impossible to execute such orders due to market conditions. Factors, including but not limited to regulatory scrutiny, market manipulation or unexplainable price volatility can all affect market liquidity for a particular Token.

(f) Default and Liquidation

You agree to maintain a sufficient number of Tokens in your Account(s) at all times to meet the Company's minimum balance requirements, as such requirements may be modified from time to time at the Company's sole discretion. If the value of the assets in your Account falls below the minimum balance requirement, or if your Account appears to be in danger of defaulting on a loan, the Company may seize and liquidate any or all of your positions and assets on any balance in your Account in order to settle your debt to other Users. If, after your positions and assets are liquidated, your Account still contains insufficient Tokens to settle your debts to other Users, you are solely responsible for any additional Tokens owed.

(g) Company Bank Account.

If at any point the Company's bank accounts become frozen, you acknowledge and agree that the Company may take steps to unfreeze the account, but under no circumstances will the Company be liable for any loss that you may or may not incur as a result of the account freeze.

(h) No trading advice.

If at any point the Company or its representatives or affiliates provide trading recommendations, market commentary, or any other information, you acknowledge and agree that such communications do not constitute trading advice. You further acknowledge and agree that you have the sole responsibility with respect to evaluating any transactions you conduct via your use of the Services, and that the Company has no obligation of due diligence or fiduciary duty toward any of the User's transaction decisions.

(i) Compliance by Users.

You acknowledge and agree that the Company is not responsible for determining whether or which laws, rules, or regulations apply or may apply to your transactions (including, without limitation, any anti-money laundering laws, securities laws, and tax laws). You acknowledge and agree that you are solely responsible for compliance with all such laws, rules, or regulations as may be applicable to your transactions. Without limiting the foregoing, you acknowledge and agree that you are solely responsible for all tax obligations arising from your use of the Services. You further acknowledge and agree that the Company shall not be liable, whether directly or indirectly, for any of your tax obligations. These Terms alone do not create a joint venture, partnership, or principal-agent relationship between you and the Company, or any other users, and nothing in these Terms may be used to imply such a relationship. You agree to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties with respect to such taxes, labor, or employment requirements, including any liability for, or assessment of taxes imposed on the Company by the relevant taxing authorities with respect to any fees paid to you as the result of using the Platform.

(j) Company Compliance.

You acknowledge and agree that the Company's record keeping and customer verification procedures may be, without prior notice, subject to change at any time as required by applicable regulations or state of the art practices.

Applicable law, regulation, and executive orders may require the Company to, upon request by government agencies, freeze or suspend withdrawals or trading (or both), or disclose information regarding your Account(s). In the event such disclosure is compelled, you agree that the Company may disclose information regarding your Accounts. While the Company will endeavor to, where commercially reasonable, give you prior notice of such disclosure, the Company makes no guarantees that such prior notice will be made.

You acknowledge and agree that the Company does not represent or warrant, whether explicitly or implicitly, the timely or successful deposit or withdrawal of any legal currency or Tokens in your Account. You acknowledge and agree that the Company shall not be liable for any losses arising from any delay or unsuccessful deposit or withdrawal of any legal currency or Tokens in your Account.

You acknowledge and agree that the Company retains the sole discretion in deciding whether Users from any particular jurisdiction may deposit or withdraw legal currency or Tokens in the Accounts.

You acknowledge and agree that the Company may, at its sole discretion and at any time, suspend or terminate the deposit or withdrawal of legal currency or Tokens in your Account. Users of Accounts terminated in accordance with the previous sentence may apply for a refund of the balance, if any, of the legal currency or Tokens remaining in the Account within 30 days after termination of the Account; provided that, if the source of the funds are, or reasonably suspected to be, illegal, the Company shall not be obligated to refund the funds and may report such illegality to the appropriate authorities.

5. FEES

- Amount of Fees.

The Company charges transaction fees for the Services as set forth in the Whitepaper, which is available at <https://crowdsale-files.dinngo.co/whitepaper>. The Whitepaper is subject to modification by the Company at any time at its sole discretion. Unless otherwise indicated, the version of the Whitepaper as published on <https://crowdsale-files.dinngo.co/whitepaper> shall be deemed to be the most current version of the Whitepaper.

There may be certain regulatory or other fees charged by third parties relating to your use of the Services. You acknowledge and agree that the Company will not be liable for any such fees charged on your deposits or transactions and that you are solely responsible for such fees.

- Payment of Fees.

You authorize us, or our designated payment processor, to charge or deduct any legal currency or Tokens from your Account(s) in satisfaction of payment for any fees incurred from our provision of the Services. You authorize the Company to deduct any applicable fees from your Account(s) at the time you make a given transaction.

- Collection-Related Costs.

If you fail to pay fees incurred from our provision of Services or any other amounts otherwise owed to the Company, you acknowledge and agree that you will be liable for any collection-related costs as permitted by applicable law.

6. LIMITED LICENSE

The Company grants you a limited, non-exclusive, nontransferable license to access and use the Services (whether via the App or the Site), solely for the intended functions of the Services and other approved purposes as expressly permitted by the Company. Any other use of the Services is expressly prohibited.

When using the App, you agree not to:

- decompile, reverse engineer, disassemble, attempt to derive the source code of, or decrypt the App;
- make any modification, adaptation, improvement, enhancement, translation, or derivative work to or from the App;
- violate any applicable laws, rules, or regulations in connection with your access or use of the App;
- remove, alter, or obscure any proprietary notice of the Company or of its affiliates, partners, suppliers or the licensors of the App;
- use the App for any other purpose for which it is not designed or intended;
- make the App available over a network, or otherwise permitting access to or use thereof by multiple mobile devices or users at the same time;
- use the App to send automated queries to any website or to send any unsolicited commercial e-mail; or
- make any unauthorized use of proprietary information or intellectual property of the Company or its affiliates (including, but not limited to, the “DINNGO” trademark).

The Platform and its entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms permit you to use the Platform for your use only, subject to the following restrictions:

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on the Platform, including any of the Company’s intellectual properties, except as it is created and owned by you.

No right, title or interest in or to the Platform or any content on the Platform is transferred to you, and all rights not expressly granted are reserved by the Company.

7. USER CODE OF CONDUCT

When using or accessing the Services, you agree not to:

- gain, or attempt to gain, unauthorized access to the Site, Accounts of other Users, or any other component of the Service, whether through password mining or otherwise;
- use or attempt to use a web crawler on the Site or any component of the Service;
- cause a disproportionately large load on our infrastructure; or
- upload any material to the Site that contains computer viruses, Trojan horses or worms.

8. PRIVACY POLICY

Your privacy is important to us. However, we may be compelled to share your information pursuant to applicable laws, rules, or regulations. Please refer to our Privacy Policy for more details.

9. ANTI-MONEY LAUNDERING (AML) & KNOW YOUR CUSTOMER (KYC) POLICY

The Company enforces bank-level KYC (“know-your-customer”) processes to comply with AML (anti-money-laundering) laws. The Company cross-checks User data against government watch lists. If a User or a User’s transaction is flagged as suspicious, the Company will require additional proof of identification from the User, and may suspend any trades, deposits, and/or withdrawals by such User until such identification is received to the satisfaction of the Company.

The Company maintains an internal policy on User verification levels. The Company reserves the right to determine, in its sole discretion, the appropriate verification level and criteria for any User, and the right to downgrade Users without prior notice. The Company may, from time to time, implement policies restricting verification levels and criteria by nationality, country of residence, or any other factor.

You agree that if you fail to achieve a desired level of verification, you may be unable to deposit and/or withdraw any legal currency or Tokens. You agree to be solely responsible and not hold the Company or its affiliates liable for such losses.

You hereby authorize the Company to, directly or through third parties, make any inquiries we consider necessary to verify your identity and/or protect against fraud, including to query identity information contained in public reports (e.g., your name, address, past addresses, or date of birth), to query account information associated with your linked bank account (e.g., name or account balance), and to take action we reasonably deem necessary based on the results of such inquiries and reports. You further authorize any and all third parties to which such inquiries or requests may be directed to fully respond to such inquiries or requests.

10. NO TRANSFERABILITY

While the Account(s) and the Services provided to a User are non-transferrable, the Company reserves the right to transfer, assign, or sell all the rights, benefits, or obligations thereof to any person or entity and these Terms shall continue to be in force and effect for the benefit of the successors and assigns of the Company or its lenders, if any.

11. PERMANENT WITHDRAWAL OF SERVICE

The Company may (i) suspend or terminate your access to the Services and (ii) deactivate or cancel your Account if so compelled by applicable laws, rules, or regulations, or if the Company suspects you or others of using your Account in furtherance of illegal activity. In such event, you will be permitted to transfer any legal currency or Tokens associated with your Account for a period of [sixty (60) days] after Account deactivation or cancellation unless such transfer is otherwise prohibited by applicable law. If

any transaction is in a pending state at the time your Account is canceled or suspended, such transaction may be canceled and/or refunded as appropriate.

Upon cancellation of your Account, you authorize the Company to cancel or suspend pending transactions and, after providing notice to you via the Service or App, return the Tokens associated with such transactions to the wallet address the Company has on file for you.

If the Company is unable to return your Tokens to the wallet address the Company has on file for you through commercially reasonable efforts, the Company may report and remit the Tokens to an applicable government agency pursuant to unclaimed property laws of Singapore.

12. DISCLAIMER OF WARRANTIES; EXCLUSION OF LIABILITY

THE SERVICES AND THE APP ARE PROVIDED “AS-IS” AND “AS AVAILABLE” AND COMPANY DOES NOT GUARANTEE OR PROMISE ANY SPECIFIC RESULTS FROM USE OF OR CONTINUOUS AVAILABILITY OF THE SERVICES. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS AFFILIATES (AND THOSE THAT THE COMPANY WORKS WITH TO PROVIDE THE SERVICES) EXPRESSLY DISCLAIM ANY WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND WARRANTIES IMPLIED FOR A COURSE OF PERFORMANCE OR COURSE OF DEALING.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY AND ITS AFFILIATES (AND THOSE THAT THE COMPANY WORKS WITH TO PROVIDE THE SERVICES) SHALL NOT BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF DATA, OPPORTUNITIES, REPUTATION, PROFITS OR REVENUES, RELATED TO THE SERVICES (E.G. LOSSES ARISING FROM OR RELATING TO TECHNICAL DIFFICULTIES OF THE APP, THE PLATFORM, OR THE SERVICE).

IN NO EVENT SHALL THE LIABILITY OF THE COMPANY AND ITS AFFILIATES (AND THOSE THAT THE COMPANY WORKS WITH TO PROVIDE THE SERVICES) EXCEED, IN THE AGGREGATE FOR ALL CLAIMS, AN AMOUNT EXCEEDING THE AGGREGATE FEES PAID BY YOU FOR THE SERVICES IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING SUCH CLAIMS.

13. THIRD PARTY CONTENT

The Company may provide third party content on the Site and may provide links to web pages and content that are not owned or controlled by the Company (“Third Party Content”). The Company does not control, endorse, or adopt any Third Party Content and makes no representation or warranties of any kind regarding the Third Party Content, including but not limited to the accuracy or completeness thereof. You acknowledge and agree that the Company is not responsible or liable in any manner for any Third Party Content and undertakes no responsibility to update or review any Third Party Content. You acknowledge that your use of such Third Party Content is at your own risk. Your business dealings or correspondence with, or participation in promotions of, any third parties, and any terms, conditions, warranties, or representations associated with such dealings or promotions, are solely between you and such third parties. The Company is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such Third Party Content on the Site or otherwise via the provision of the Services.

14. INDEMNIFICATION

You agree to indemnify, defend, and hold the Company and its affiliates and each of their respective officers, directors, agents and employees harmless from any claim or demand (including any fines, fees or penalties imposed by any regulatory authority, attorney’s fees and court costs) arising out of or related to (i) your breach of these Terms, (ii) your use and/or misuse of Services or Platform, or (iii) your violation of any law, rule, or regulation, or the rights of any third party.

15. APPLICABLE LAW AND DISPUTE RESOLUTIONS

These Terms of Use shall be governed by the laws of Singapore, and shall be interpreted in all respects as a Singaporean contract. Any claim or action arising from or related to these Terms of Use, including tort claims, shall be governed by and construed and enforced in accordance with the laws of Singapore.

To expedite and control the cost of disputes, you agree that any legal or equitable claim arising out of or relating to your use of the Services or these Terms, including the formation, validity, enforceability, scope, or applicability of these Terms (referred to as a "Claim") will be resolved as follows: except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under your use of the Services shall be finally settled on an individual basis through confidential, binding arbitration in accordance with the Singapore International Arbitration Centre (the "Centre"). This means that all claims other than intellectual property lawsuits, such as copyright or trademark infringement lawsuits, or claims seeking non-monetary relief will be subject to binding arbitration. The arbitration shall take place in Singapore, in the English language and the arbitral decision may be enforced in any court.

To begin an arbitration proceeding pursuant to these Terms, you must send a letter by mail requesting arbitration and describing your claim to us:

DINNGO Pte Ltd

Address: 100 Tras Street #16-01, Singapore 079027

Attn: DINNGO Support Team

16. NO CLASS ACTION

You and the Company may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class, representative, consolidated or multi-claimant proceeding.

You and the Company each waive any right to a jury trial.

17. SEVERABILITY; WAIVER

If any provision of these Terms is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. Any delay or failure by the Company to enforce any of its rights shall not constitute a continuing waiver of such rights.

18. INTEGRATION

These Terms and any policies or operating rules posted by the Company constitute the entire agreement and understanding between you and the Company, and supersede any prior or contemporaneous agreements, communications and proposals, in any form, between you and the Company (including, but not limited to, any prior versions of these Terms).

19. FORCE MAJEURE

In addition to applicable disclaimers stated above, the Company's performance under these Terms shall be excused in the event of interruption and/or delay due to, or resulting from, causes beyond its reasonable control, including but not limited to acts of God, acts of any government, war or other hostility, civil disorder, fire, flood, snowstorm, earthquake, explosion, embargo, acts of terrorism,

power failure, equipment failure, industrial or labor disputes or controversies, acts of any third party data provider(s) or other third-party information provider(s), third party software, or communication method interruptions.

20. NOTICE AND COMMUNICATION

All notices, requests, demands and other communications under these Terms shall be deemed to have been duly given if given as follows:

To contact the Company: Go to Support at <http://dinngo.zendesk.com/hc/en-us/requests/new> and open a ticket. Please provide all relevant information, including your DINNGO Username and transaction IDs of any related deposits. Although we make no representations or provide no warranties about the speed of response, we will get back to you as soon as possible.

To contact User: The Company will send all communications to the email you have on file with the Company, or to your Account on the App or the Site. You understand and agree that if the Company sends you an electronic communication but you do not receive it because your email address on file is incorrect or out of date, or because our email is blocked by your service provider or intercepted by your spam filter, or you are otherwise unable to receive electronic communications, the Company will be deemed to have provided the communication to you regardless.

21. MODIFICATION

The Company may, in its sole discretion, amend, delete, or otherwise modify any of the terms of this Terms of Use and the Privacy Policy at any time.

22. SUSPENSION AND TERMINATION OF THE SERVICES

The Company may, in its sole discretion and for any reason, temporarily suspend, or finally terminate, the Services, with or without advance notice to you. Without limiting the foregoing, you acknowledge and agree that, in the event of an unstable or irrational market condition, the Company may, in its sole discretion, finally terminate the Services, with or without advance notice to you, by initiating a trading curb or any other appropriate measure.