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Access Agreement

Last Updated as of the 20th day of June, 2022

This Access Agreement of TODOO DIGITAL, Inc. governs all access to and use of the educational programs which is provided by Online Educational Platform www.todoo.digital, www.solodar.com.

THIS AGREEMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING USER'S RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO USER. PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE SYSTEM OR ANY PORTION THEREOF. BY CLICKING ON "I AGREE" OR BY ACCESSING OR USING THE SYSTEM OR ANY PORTION THEREOF, YOU, ON BEHALF OF THE USER, ACKNOWLEDGE AND CONFIRM THAT: (A) YOU HAVE FULL AUTHORITY FROM THE USER TO BIND THE USER TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (B) YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; (C) USER AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (D) USER ACKNOWLEDGES THAT THIS AGREEMENT IS THE LEGAL EQUIVALENT OF A SIGNED, WRITTEN CONTRACT BETWEEN TODOO DIGITAL AND USER. IF YOU OR THE USER WHOM YOU ARE REPRESENTING ARE NOT WILLING TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION THE PRECEDING ACKNOWLEDGEMENT AND AGREEMENT, THEN YOU MUST NOT SELECT THE 'I AGREE' BUTTON ASSOCIATED WITH THIS AGREEMENT AND YOU MUST NOT ACCESS OR USE THE SYSTEM OR ANY PORTION THEREOF; TODOO DIGITAL DOES NOT AND WILL NOT GRANT YOU OR THE USER ANY RIGHT OR LICENSE TO ACCESS OR USE THE SYSTEM OR ANY PORTION THEREOF.

THIS AGREEMENT REQUIRES THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

This Agreement applies to USER's Access to the Platform. This Agreement is subject to change by TODOO. DIGITAL without prior written notice at any time, in TODOO. DIGITAL's sole discretion; however, TODOO. DIGITAL will post a notice on this website (the "Site") or send USER a notice via e-mail to notify USER that this Agreement has been revised, and USER hereby consents to receiving such notice in such manner. Any changes to this Agreement will be in effect as of the "Last Updated" date referenced above (the "Last Updated Date"). USER's continued use of the System after the Last Updated Date will constitute USER's acceptance of and agreement to such changes. All Order Forms (as defined below) between TODOO DIGITAL and USER shall be governed by this Agreement.

1. Access to and Use of the Educational program (software)

1.1 The USER makes an application for Access to Education program (purchase of online products) within the resources: www.todoo.digital, www.solodar.com The application uniquely identifies the person who submitted it as a USER.

B). The Payment for the access to Software can be made by any ways provided for in clauses. of this Agreement. At the same time, by paying a Access Fee, including by pressing a button of this type as "pay", the USER agrees to the terms of his Agreement

1.3. This Agreement is considered concluded and comes into force from the moment the Payment is made by the USER. The fee is paid in the amount of 100% prepayment. The date of Payment is considered to be the date of crediting funds to the TODOO DIGITAL's account.

1.6. In agreement with the TODOO DIGITAL, the USER has the right to book participation in the Education program by transferring a deposit to the TODOO DIGITAL's account (to make a reservation), the amount and payment terms of which are set below.



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The amount of the deposit (booking) is 100 (one thousand) USD. The specified payment is taken into account when the USER pays the cost of Access.

If the USER has not made timely payment of the remaining cost of Access under the terms of the deposit within the prescribed period, then this agreement is considered terminated on the USER's initiative. At the same time, previously paid funds in the account of the deposit are recognized as a deposit and are not subject to refund.

2. RIGHTS AND OBLIGATIONS

- 2.1 Copy, reproduce, modify, sell, lease, sub-license, market or commercially exploit in any way the System or any component thereof (including the further distribution or blank forms or templates) is prohibited other than as expressly agreed to in this Agreement;
- 2.2 Use, or permit the use of, the System purposes. USER agrees that it shall not provide access to or perform Access for third parties using the System including, but not limited to, any Access bureau, time-sharing, lease, distribution or re-sale, rental, application Access provider arrangement, or any other arrangement;
- 2.3 Disclose, resell or grant access to an access code to the System or any component thereof to any third party not affiliated with TODOO DIGITAL.
- 2.4 Updates. TODOO DIGITAL may, at its sole discretion, make available error corrections, bug fixes, modifications or minor enhancements to the System (each an "Update" and collectively "Updates") that TODOO DIGITAL generally makes available to its USERS that subscribe to the same Access.
- 2.5 Upgrades. TODOO DIGITAL may develop new modules that provide new functionality or Access (each an "Upgrade") that are not part of the Access to which USER is subscribing. USER may, at USER's discretion, purchase a Access to an Upgrade pursuant to the terms of a new Order Form.
- 2.6 Right to Modify the Educational program (software) TODOO DIGITAL reserves the right, in its sole discretion and without incurring any liability to USER, to change, enhance and otherwise modify the specifications for, and formulations and methods of provision of, the System and the Access, provided that such alterations will not materially reduce the functionality of the same. TODOO DIGITAL further reserves the right, in its sole discretion, to create new products and/or Access based upon or incorporating the System, the Access or elements thereof.

3. Term and Termination.

- 3.1 Agreement Term. The initial term of this Agreement shall commence upon the date on which USER has *both* (a) clicked "Pay" to this Agreement *and* (b) entered into an Order Form with TODOO DIGITAL (the "Effective Date") and, unless earlier terminated in accordance with this Agreement, continue until the period of access expired.
- 3.2 The period of usage education program is depended on specific program from 3 month up to lifetime period.
- 3.3 Termination. Upon a material breach of this Agreement, the non-breaching Party may send written notice to the breaching Party informing the breaching Party of the nature



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of the breach and providing 15 days to cure a non-monetary breach and ten (10) days to cure a monetary breach (the “cure period”). If the breaching Party does not cure the material breach within the cure period, the non-breaching Party may immediately terminate this Agreement.

4 Fees; Payment and Taxes.

4.1 Access Fees

4.1.1 USER will pay TODOO DIGITAL the “per access to the program” Access fee set forth on the Order Form (the “Access Fee”)/ The payment could be done online by the payment system -Stripe, paid by Invoice which could be sent by the Manager of the TODOO. DIGITAL. USER must provide full legal name, full company name, a valid e-mail address any other information requested in order to complete the payment process. And get the login and password to the Program after paying within 2-4 days.

4.1.2 USER acknowledges and agrees that Access Fees, which are the fees paid are fixed for each Program during the term (provided that USER understands that it will be required to pay for additional Program that it adds at any point(s) during the term The price of different Educational Program is different.

5. Availability;

5.1 Access Level Exceptions. TODOO DIGITAL shall use diligent, commercially reasonable efforts with the objective of making the System available to USER at least 85.5% of the time, subject to the following exceptions (“Access Level Exceptions”), for which TODOO DIGITAL will not be liable:

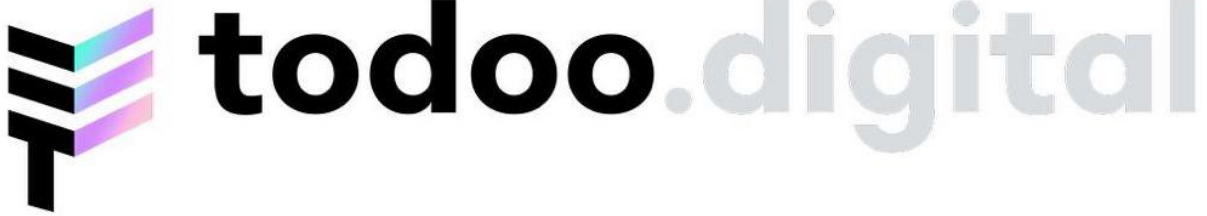
5.2 The periodic maintenance procedures, enhancements, repairs or corrections with respect to the System or server(s), as deemed necessary by TODOO DIGITAL (which Includes but is not limited to, infrequent product updates and improvements);

5.3 Periods during which TODOO DIGITAL has suspended USER’s access to the System as a result of USER’s material breach of this Agreement, which includes without limitation failure to make timely payment of amounts that are due and are not subject to reasonable dispute, provided that TODOO DIGITAL notifies USER of such material breach and USER does not cure such breach within ten (10) days of receipt of notice;

5.4 Acts or omissions of USER, including but not limited to USER’s misuse of the System, scheduled or unscheduled outages of the User’s internet browser, known and persistent slow response time on a User’s internal network, or problems with the User’s computer hardware, telecommunications system or electricity; or

b causes beyond the reasonable control of TODOO DIGITAL or that are not reasonably foreseeable by TODOO DIGITAL, including interruption or failure of telecommunication or digital transmission links, delays or failures due to USER’s Internet Access Provider (ISP), hostile network attacks, network congestion or other Force Majeure Event

5.5 USER Obligation. USER agrees that it shall notify TODOO DIGITAL immediately if USER suspects the System is unavailable due to a fault of TODOO DIGITAL. In such notice, USER shall provide reasonable information as requested by TODOO DIGITAL for proper diagnosis and repair.



5.6 Outages. For purposes of this Agreement, an “Outage” occurs when the System is unavailable to USER in USER’s hosted production environment for a reason other than an Access Level Exception and such unavailability causes the System not to meet the 85.5% availability objective (with any Access Level Exception time not counted toward the unavailable time). If an Outage occurs in three (3) consecutive months, then USER may terminate this Agreement upon providing written notice to TODOO DIGITAL, provided that USER must exercise this right to terminate within thirty (30) days of the latest consecutive Outage or the Agreement will be considered in good standing.

6. Support.

6.1 The Line Support.

6.2 The Line Support. TODOO DIGITAL shall provide its standard technical support and maintenance to USER, solely through USER’s Internal Administrator via online support chat on the education platform during TODOO DIGITAL’s normal business hours (9:00 AM-8:00 PM Eastern Time M-F).

6.3 System Maintenance. TODOO DIGITAL shall employ reasonable efforts to ensure the security, confidentiality and integrity of all USER data and other proprietary information transmitted to or stored on the System by or on behalf of USER or any User (“USER Data”). TODOO DIGITAL shall maintain backup information on all USER Data in the application on a daily incremental basis during the week and a full back up each weekend.

7. Certain USER Obligations.

7.1 USER is responsible for all activity occurring under its account and will comply with all applicable local, state, national and foreign laws, treaties, and regulations in connection with its access or use of the System, including those related to data privacy, data security, international communications and the transmission of technical or personal data. USER will be solely responsible for ensuring that its Users receive sufficient training to enable proper access or use of the Education program (software) USER will be solely responsible for, and will bear the cost of, providing all equipment, facilities and connectivity, including without limitation any Internet access or telecommunications access, necessary to use and access the Educational program (software)

7.2 As part of the registration and account creation process, each of USER’s Users will need a unique e-mail (“E-mail”) and password (“Password”). User may not select a e-mail that is identical to that used by another person or use a e-mail that, in the sole opinion of TODOO DIGITAL, is offensive or inappropriate. USER shall be solely responsible for its Users’ maintaining the confidentiality of Passwords. USER is solely responsible for all usage or activity on USER’s account, including but not limited to use of USER’s account, USER’s User e-mail, and Password by any third party. Any fraudulent, abusive, or otherwise illegal activity may be grounds for termination of USER’s account, in TODOO DIGITAL’s sole discretion, and TODOO DIGITAL may refer USER to appropriate law enforcement agencies.

8. Confidential Information.



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- 8.1 For purposes of this Agreement, "Confidential Information" means (a) with respect to each party, all nonpublic information disclosed or otherwise made available under this Agreement that relates to the provision or receipt, respectively, of the access or either party's financial condition, operations technology or business, and that is clearly identified as confidential at the time of disclosure or that, in light of the nature of the information itself or the circumstances surrounding its disclosure, ought in good faith to be deemed confidential, (b) with respect to TODOO DIGITAL, the System and the Documentation and (c) with respect to USER, the USER Data (as defined below) entered into the Educational program (software)
- 8.2 Obligations. USER agrees to disclose to TODOO DIGITAL only that Confidential Information of USER that is reasonably necessary to enable TODOO DIGITAL to provide the Access, and TODOO DIGITAL agrees to disclose to USER only that Confidential Information of TODOO DIGITAL that is reasonably necessary to enable USER to receive the Access. The party receiving Confidential Information (the "Receiving Party") from the other party (the "Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose other than the provision and receipt of access under this Agreement, respectively, in accordance with all terms and conditions of this Agreement. Further, the Receiving Party will disclose the Confidential Information of the Disclosing Party only to the employees or TODOO DIGITALs of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. USER also agrees not to: (i) disclose to third parties (whether in writing or orally) any benchmark test data related to the System; and (ii) use TODOO DIGITAL's Confidential Information to create, or have a third party create, any computer software or documentation that is substantially similar to the System software.

9. Termination of Obligations.

- 9.1 The Receiving Party's obligations under this Section 8 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (i) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (ii) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (iii) is, or through no fault of the Receiving Party has become, generally available to the public; or (iv) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (1) approved in writing by the Disclosing Party; (2) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (3) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.



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10. Intellectual Property.

10.1 All educational program is TODOO DIGITAL Property. USER acknowledges that, as between TODOO DIGITAL and USER, TODOO DIGITAL is and will remain sole and exclusive owner of all right, title and interest in and to the System and Documentation, and all components and portions thereof, and all other materials, information, processes and technology used by TODOO DIGITAL or made available to USER in connection with the access, and any and all improvements, enhancements, updates, upgrades and modifications to any of the preceding (whether or not made in conjunction with this Agreement), and all patent, trade secret, copyright, trademark and other proprietary rights worldwide embodied in each of the preceding.

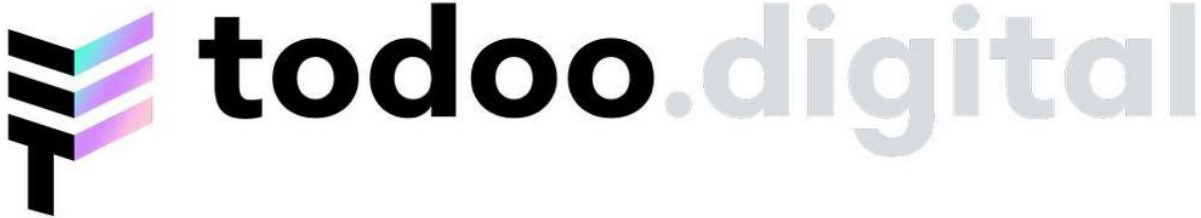
11. Force Majeure.

11.1 Notwithstanding anything in this Agreement to the contrary, TODOO DIGITAL will be excused from performance hereunder for any period and to the extent that it is prevented from performing pursuant hereto, in whole or in part, as a result of delays caused by USER or a Force Majeure Event. For purposes of this Agreement, "Force Majeure Event" means an act of God, war (whether or not actually declared), armed conflict or the serious threat of the same, hostility, blockade, military embargo, sabotage, insurrection, rebellion, act of a public enemy, riot or other act of civil disobedience, governmental act, judicial action, explosion, act of terrorism or threat thereof (including cyberterrorism), natural disaster (including without limitation asteroid strikes or volcanic activity), violent storm (including without limitation hurricanes, tornados or blizzards), atmospheric disturbance (including without limitation geomagnetic storm, solar flare or sun outage with respect to electricity grids, transformers and satellite transmissions), destruction by lightning, fire, earthquake, tsunami, flood, plague, epidemic, pan-epidemic, quarantine, civil commotion, strike or lockout or labor dispute (excluding for the avoidance of doubt strikes of TODOO DIGITAL's staff), satellite malfunction, prolonged internet outage, communications line failure or power failure.

12. Waiver of Jury Trials and Binding Arbitration.

12.1 USER AND TODOO DIGITAL ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY. OTHER RIGHTS THAT USER WOULD HAVE IF USER WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION. ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN USER AND TODOO DIGITAL ARISING FROM OR RELATING IN ANY WAY TO USER'S ACCESS TO, ACCESS TO, OR USE OF THE SYSTEM WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

12.2 The arbitration will be administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules and Mediation Procedures ("Commercial Rules"). The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be



final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

12.3 If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced.

13. U-US Privacy Shield.

TODOO DIGITAL 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.

In compliance with the Privacy Shield Principles, TODOO DIGITAL commits to resolve complaints about our collection or use of your personal information. Individuals in the European Union (EU) with inquiries or complaints regarding our Privacy Shield policy should first contact TODOO DIGITAL at:

help@todoo.digital TODOO DIGITAL has further committed to cooperate with EU data protection authorities (DPAs) and comply with the advice given by such authorities with regard to unresolved Privacy Shield complaints concerning human resources data transferred from the EU in the context of the employment relationship. If timely acknowledgment of your complaint is not received from us, or if we have not addressed your complaint to your satisfaction, please contact the EU DPAs for more information or to file a complaint. The access of EU DPAs are provided at no cost to you.

TODOO DIGITAL does not disclose personal information to third parties, unless required to do so in response to a lawful request by public authorities, including to meet national security or law enforcement requirements. In cases of onward transfer to third parties of data of EU individuals received pursuant to the EU-US Privacy Shield, TODOO DIGITAL is potentially liable. Individuals have the right to access their personal data as long as a.) the individual is in good standing with their organization b.) the organization is a customer in good standing with TODOO DIGITAL. Individual personal data is accessible by the identified, customer-appointed system administrator of the TODOO DIGITAL system (contact support to identify your system administrator.) TODOO DIGITAL is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC). Individuals have the possibility, under certain conditions, to invoke binding arbitration before a Privacy Shield Panel.

All inquiries should be directed to:

help@todoo.digital