



ONLINE MARKETING
ARTIFICIAL INTELLIGENCE

TERMS & CONDITIONS

General Disclaimer

1. Reseller Disclosure

ByDzyne is a reseller of the Online Marketing A.I. program (“OMA”), which is managed and controlled by third-party vendors and suppliers.

2. Online Advertising

OMA’s online advertising uses third-party online advertising networks, whose policies are subject to change from time to time. We do not guarantee that your product(s) and/or service(s) will be approved to advertise through any or all the third-party networks. ByDzyne and its third-party vendors managing the OMA platform reserve the right to reject your advertisements and/or terminate membership if the advertisements do not comply with one or more of our third-party networks’ policies or statutory laws in force. You will not be entitled to a refund.

Any Brand Ambassador or Customer, as a user of the OMA platform agrees to purchase and use OMA from ByDzyne on a principal-to-principal basis in the capacity of a buyer of services.

3. Subscription Terms

ByDzyne’s OMA can be accessed by payment of an annual fee or a monthly subscription that is subject to a monthly subscription billing, which will start 30 days from the date of purchase of OMA. The Monthly Subscription is non-refundable but may be cancelled at any time via the Autoship section in the ByDzyne Back Office. Once cancelled, the subscriber will no longer have access to the OMA Dashboard and its benefits. Access to the OMA Dashboard may be reinstated with a reactivation fee plus any retroactive monthly fees due; reactivation fee shall be at the discretion of ByDzyne.

Brand Ambassadors or Customers who have subscribed for the OMA will be given the option in the last month of their subscription term to renew for a monthly subscription or annual

term. If their subscription is not renewed in the last month, subscriber has a 24-hour grace period after the end of their subscription term to renew the subscription. If the payment is not made within the 24-hour grace period, subscriber account will be deactivated.

4. Acknowledgement and Agreement

By using the OMA, or using this website, the user agrees that the author and any other entities associated with ByDzyne or its vendors shall not be held liable for any direct, indirect, consequential loss or any damages whatsoever arising from this usage, or the use of any information, messages, and any other information contained or disseminated in regard to its use and understanding. Use of this site and the services offered under OMA are at your own risk. OMA is a customer relationship, E-mail marketing and a website builder tool. Neither guarantee of performance results nor lead generation is offered at any time by ByDzyne.

By using the OMA and other services provided, you agree not to hold ByDzyne, its vendors, or any of its affiliates, liable for information contained in blog posts, reader responses to blog posts, or information anywhere else uploaded through the OMA by the user or through a website created through the OMA by the user or in promotional material.

Notwithstanding any other agreement or other communications between ByDzyne and clients or potential clients to the contrary, receiving or using any material provided by ByDzyne or accessing or using OMA or ByDzyne's website, at any time and through any means, whether directly or indirectly, represents acknowledgement and agreement by such person of the foregoing terms of the General Disclaimer and Terms and Conditions.

5. Proprietary Information

OMA has been developed as a tailor-made platform exclusively for ByDzyne. All services modules under the OMA have been independently conceived by Royaltie, who have contracted with ByDzyne on a principal-to-principal basis to provide such services to ByDzyne and its customers. Royaltie is the owner of proprietary information contained in the marketing platform.

You are granted a limited, non-exclusive, non-transferable, non-sub licensable license to access and make personal use of OMA on the purchase of a subscription from ByDzyne.

6. Intellectual Property Disclaimer:

Online Marketing A.I. is the trademark of ByDzyne and all ownership rights in it rest with ByDzyne. User/Subscribers will be provided with images including images of ByDzyne Logo and Products as a part of the OMA platform; all images of ByDzyne Logos and products provided

on the OMA platform are intellectual property of ByDzyne and the user is granted a limited use, non-transferable and revocable right to use ByDzyne name, images and logos. Limited use rights for the use of such intellectual property will end on the expiry of user's OMA subscription.

7. Distribution

This site is not intended for distribution, or use by, any person in any country where such distribution or use would be contrary to local law or regulation. None of the services referred to on this website are available to persons residing in any country where the provision of such services would be contrary to local law or regulation. It is the responsibility of visitors to this website to ascertain the terms of and comply with any local law or regulation to which they are subject.

8. Third Party

Any links provided to other websites are offered as a matter of convenience and in no way are meant to imply that ByDzyne endorses, sponsors, promotes or is affiliated with the owners of or participants in those sites, or endorses or warrants any information contained on those sites, unless expressly stated. Furthermore, ByDzyne does not endorse, guarantee or warranty any third-party products advertised on its site, in its promotional materials, or otherwise referenced in any information provided by ByDzyne or derived from ByDzyne's website, and ByDzyne expressly disclaims any responsibility and accepts no liability with respect to such information and products. ByDzyne may receive a fee from a service provider that has a link or advertisement on ByDzyne's website or is referenced in the information provided by ByDzyne.

9. Our Commitment to Children's Privacy

Users of this website must be at least (18) years of age and have the legal authority to accept the General Disclaimer and Terms and Conditions. ByDzyne or its affiliates do not knowingly collect or solicit information from anyone under the age of 18. If you are under the age of 18, you should use this website only with the involvement of a parent or guardian and should not submit any personal information to us. Additionally, we do not solicit, collect, or maintain information at our website from those we know are under the age of eighteen (18).

10. Claims Disclaimer

Users must ensure that all claims made in the websites developed, emails sent, advertisements and blog posts uploaded through the OMA platform are not false, misleading or exaggerated. By using the OMA you agree that all content created on the OMA platform is conceived and uploaded by the user of the platform their own independent capacity and ByDzyne has no control and is not liable for any liabilities arising from any claims made thereto. ByDzyne does

not endorse, sponsor or support any claims made as a result of the use of OMA platform by the users.

11. Disclosure

The Customer/user of the OMA or the ByDzyne website shall be solely responsible to provide true and correct information as required by ByDzyne for enrollment, registration or renewal processes. ByDzyne or its vendors will deem information provided by the user to be true and correct in providing the services. All responsibility for the correctness of such information or actions taken based on such information shall rest solely with the customer/user providing such information.

12. Products Disclaimer

The OMA product, in collaboration with Royaltie, provides solely for a platform for a subscriber to use or create online marketing tools. All content, text, images, websites, emails, contact list, distribution information is provided by the user of the platform outside the control of ByDzyne. ByDzyne is not liable for any claims arising from content posted or compliance for websites created through OMA.

13. Rules for Communication of Material through OMA

You should also be aware that when any personal information, or any other information or statement voluntarily made or disclosed by you in a blog, discussion forum or any other public area that may be made available on this site, can be collected and used by third parties and may result in unsolicited messages from third parties. Such activities are beyond our control and this policy does not apply to such information. If you do not want any comments you make or information you provide to be viewed by third parties, do not submit such information in any public area of this website. You acknowledge that ByDzyne or its Vendors have no obligation to you with respect to any material posted by others, either for the accuracy of the material or otherwise.

14. Refund Policy

100% Refunds are applicable to any digital products that are not yet activated. The refund request must be submitted via the Customer Support Ticketing System within 7 days from the purchase date of the product or service. Refund limitations:

1. Activated Digital Products are non-refundable.
2. Refunds are only applicable to the initial enrolment of such digital products.
3. Refunds not applicable for any administration fees, if applicable, and monthly subscription rebills, but monthly subscription rebills may be cancelled at any time through the ByDzyne Backoffice.

There shall be no refunds provided for products which are activated. Activation for the purpose of refunds shall mean the first use of the OMA Product.

15. User Obligations

You agree that you will: (i) obey the law in connection with your use of this site and sending emails, including, without limitation, Privacy laws (including European General Data Protection Regulation) and regulations applicable to you; (ii) obey any codes of conduct or other notices that we from time to time post on the Site; (iii) keep confidential any account password that may be created for your use of this site; (iv) not post on the site or any blog to which it is linked, or otherwise distribute by means of the Site any material, that is infringing, libelous, defamatory, obscene, abusive, offensive or otherwise violates any law or right of any third party; (v) accurately identify yourself as the author or provider of any information you post on, or transfer by means of, this site; (vi) not use any portion of this site as a destination linked from any unsolicited bulk messages or unsolicited commercial messages; (vii) not use any automated process or service to access and/or use this site (such as, but not limited to, a BOT or spider); or (viii) not take any action intended to disable or impair the Site or interfere with the use of the Site by any party or to harm ByDzyne or any other party.

You agree to indemnify and hold ByDzyne, its parents, subsidiaries, affiliates, officers and employees, harmless, including costs and attorney's fees, for any claim or demand made by any third party due to or arising out of your access to, or use of, the Site or violation of any of these Terms of Use.

16. Disclaimer and limitation of liability

To the maximum extent permitted by law, we will not be liable in any way for any loss or damage suffered by you through use of or access to this website, or our failure to provide this website. Our liability for negligence, breach of contract or contravention of any law as a result of our failure to provide this website or any part of it, or for any problems with this website, which cannot be lawfully excluded, is limited, at our option and to the maximum extent permitted by law, to resupplying this website or any part of it to you, or to paying for the resupply of this website or any part of it to you.

17. Amendment

While we have made every effort to ensure the accuracy of the information on this website, the information given on the website is subject to change, without notice.

These terms and conditions can be modified at any time by us and you agree to continue to be bound by these terms and conditions as modified. We will give you notice of these changes by

publishing revised terms and conditions on this website - we will not separately notify you of these changes.

18. Severability

If the whole or any part of a provision of these terms and conditions is void, unenforceable or illegal in a jurisdiction then that provision or, if permissible, the relevant part of it, will be severed in respect of that jurisdiction. The remainder of the Terms and Conditions will have full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause will have no effect if the severance alters the basic nature of the Terms and Conditions or is contrary to public policy.

19. Marketing Disclaimer

A Brand Ambassador or subscriber is restricted from developing any marketing materials to represent OMA and must use ByDzyne approved materials. When conducting presentations never state that ByDzyne has any special relationship with any brand vendor name as the relationships are through a 3rd party platform.

20. ByDzyne Disclaimer

The ByDzyne Financial Rewards Program is an exciting opportunity Dzyne to reward you for your success. As we are all unique and different, everyone's results will vary. Any and all claims or representations, as to income earnings, from ByDzyne or within the program are not to be considered average earnings or be used as an indication of your future success or results. Monetary and income results are based on many factors, within and outside of your control, including economic factors, business & sales skills, quality of time, dedication, work ethic, and leadership applied to this business. Some will perform well above average earning a substantial income, while others will perform below average and some may not earn any income at all. ByDzyne does not guarantee or imply any specific income earnings, results, or success. If you rely upon our examples and information; you must accept the risk of not doing as well as the examples provided.

For the full income disclosure, please visit www.bydzyne.com

21. Royalty Terms of Use

In addition to the Terms herein mentioned, subscriber agrees to also follow Royalty's terms and conditions which can be read on <https://royalty.com/terms-of-use/>.

Specific Disclosures for the European Economic Area

This section applies to data processing activities of data subjects residing in the European Economic Area as well as, regardless of residence, to the processing of any Personal Data in the European Economic Area.

22. Definitions

“Personal Data,” for purposes of this section, means any information relating to an identified or identifiable natural person (‘data subject’). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“Services” means any of our products, services, or deliverables.

“Site” means any website operated and controlled by us.

23. How Royaltie collects and use personal data

Royaltie collects email addresses of persons who SUBSCRIBE to be a part of the blog/newsletter of the OMA subscribers.

24. Legal Basis for processing

Royaltie collects and processes your Personal Data for:

- Enrollment process and setting up subscriber account
- Analysis, Reach Count and viewer count
- Sending newsletters
- To comply with laws

25. Withdrawing your consent

You may at any time withdraw the consent you provide for the processing of your Personal Data for the purposes set forth in this Privacy Notice by emailing at support@royaltie.com, provided that Royaltie is not required by applicable law or professional standards to retain such information.

26. Data Subject Rights

You have the right in certain circumstances to request confirmation from Royaltie as to whether they are processing your Personal Data. Where Royaltie is processing your

Personal Data, you also have the right to request access to, modification of, or deletion of such Personal Data.

To exercise your rights with respect to your Personal Data, please email at support@royaltie.com. As permitted by law, certain data elements may not be subject to access, modification, portability, restriction, and/or deletion. Furthermore, where permissible, we may charge for this service. We will respond to reasonable requests as soon as practicable and as required by law.

27. General Provisions

The OMA platform is controlled by Hiram Lodge Enterprises Corp., an Ontario corporation, d/b/a Royaltie (“Royaltie”). By accessing this Site, you agree that the laws of Toronto apply to this Site, these Terms of Use, and all matters arising.

Any notice required or allowed to be delivered hereunder shall be made at 121 Bloor St. E. Suite 400. Toronto, Ont. Canada by e-mail, regular mail, or nationally recognized courier.

For detailed privacy policy, please go through Privacy policy on www.royaltie.com