

Terms of use

These Terms of Use define the terms of use by the Users of materials and services of the webSite(s): www.pdrdispatch.com, including all materials, tools, applications and services available through the webSite(s) www.pdrdispatch.com.

This document uses:

1. "you" or "your" if it refers to you as a user or member;
2. "we" or "us" if applicable to www.pdrdispatch.com;
3. The Terms of Use refer to this agreement, as well as other notices, policies, clauses or restrictions posted by us on the service webSite(s) www.pdrdispatch.com.

Unauthorized use of the Site(s), unauthorized entry to the Site(s), misuse of passwords or any other information related to this Site(s) is strictly prohibited. Each time you use your login and password on the Site(s) to enter:

1. it will be shown that you are a user who has the right to use your login ID, login and password to gain access to the Site(s);
2. You agree to the terms of the Terms of Use. Authorized users of the webSite(s) www.pdrdispatch.com will be referred to in these Terms of Use as the participants (members) of "PDR" (pdrdispatch). The terms "Member, participant" or "Members, participants" will refer to members of the PDR Site(s); the term "Membership" (participation) will refer to the status of a member of this Site(s). These Terms of Use have the same legal effect as if it were a written agreement entered into with us.

1. Introduction to PDRdispatch.

a) The pdrdispatch system. Through the webSite(s) www.PDRdispatch.com we offer the Internet system "Worldwide Online Dispatching Platform", which allows individuals and companies that need a painless dent removal service to contact companies and specialists that render this service, which:

1. allows PDR members to post data and information on applications for the provision of painless dent removal (PDR) service related to vehicles damaged in any natural disaster or damaged as a result of an accident, as well as other data, which can be viewed by other PDR members who may be interested in entering into a business relationship;
2. allows PDR members to make their own independent choices as to whether they are interested in doing business with other PDR members. The PDR system also allows PDR members to "rate" other members of the system. You agree that we do not and cannot control the reliability, completeness, relevance, security or accuracy of the information available through the PDR webSite(s), because such information and data is provided exclusively by PDR members (participants) that are not under our control.

2. Registration of participants.

By registering as a member, you agree to provide accurate, current and complete information about yourself as requested by the PDR registration form, and to update your account information to be accurate and current. You agree that if any information you provide is untrue, inaccurate or out of date, we reserve the right to suspend or terminate your membership and / or your access to the PDR Site(s).

If, in accordance with your registration, you are given the opportunity to assign usernames and passwords to others in your organization, you hereby agree that you will provide such usernames and passwords only to those persons who have agreed to comply with the terms of the Terms of Use. During the registration process, you may be asked to choose a username and password. We may refuse to provide you with a username that impersonates someone else, is or may be illegal, protected by trademark law or other proprietary rights, is vulgar or otherwise offensive, or is likely to cause confusion in our sole discretion.

You agree not to transfer or resell the use of any part of the Site(s) or access to the Site(s) to third parties. Hereby you agree that entering the PDR webSite(s) with a username or password that was not assigned to you personally is a violation of the Terms of Use.

You agree to hold/ keep your username and password confidential and immediately notify us if you become aware that the confidentiality of your username and / or password has been violated, and / or if you suspect that someone else besides you has gained access to Site(s) with your username and / or password. You are solely responsible for all activities that take place through your account.

3. Obligations of members (participants).

a) Responsibilities of the brokers, dealers, body shops, auctions, rental agencies, manufacturers If you are a member of: brokers, dealers, body shops, auctions, rental agencies, manufacturers, or any other organization that post information about a vehicle repair request on the PDR webSite(s) and enter into a business relationship with another member, you are solely responsible for adherence to all applicable industry and professional standards, including but not limited to:

1. providing a workplace and work to repair a vehicle, (or vehicles) at an agreed time and at an agreed price;
2. timely payment of outstanding debt balances to the technicians;
3. a guarantee that the vehicle acceptance sheet accurately reflects its condition upon acceptance for repair and upon subsequent delivery to the client after the repair work has been completed;
4. withdrawal from the PDR webSite(s) of applications for the repair of vehicles that you have placed to perform repair work, after the conclusion of an agreement on the provision of repair services with the persons performing them;
5. honest and responsible interaction with all participants in the process;
6. maintaining adequate insurance coverage, applicable licenses and bonds at all times;
7. compliance with all applicable laws, rules and regulations.

b) Responsibilities of the technicians. If you are a Site(s) Member and a repair service provider who enters into a business relationship with another Site(s) Member, you are solely responsible for complying with all applicable industrial and professional standards, including but not limited to:

1. performing repair and other related work on repair of a vehicle (vehicles) within an agreed time frame and at an agreed price;
2. give an accurate and honest estimation of the amount of damage caused to the vehicle;
3. make sure of the accuracy and reliability of the information specified in the transferred vehicle acceptance sheet;
4. fair and responsible consideration of claims for damages;
5. professional interaction with all participants in the process;
6. maintaining the mandatory package of documents necessary for the implementation of this type of activity in proper condition, referring to the legislative framework of the state on the territory of which the repair work is being carried out.

c) PDR does not enforce or monitor compliance by participants with:

1. the obligations set out in subclauses (a) and (b);
2. any law, regulation of industrial or professional level. PDR is not responsible for the consequences of the participants` behavior in general.

4. Intellectual property.

a) Restrictions on use. You hereby acknowledge and agree that you cannot use the PDR webSite(s) or materials for the purposes other than those directly indicated in the Terms of Use, and you will use the Site(s) and its materials in accordance with all applicable laws, regulations and provisions. You will not and will not allow any third party to:

1. copy in whole or in part the Site(s) or its materials;
2. decompile, transform or otherwise modify the Site(s)s or any part of them, as well as determine or try to determine any source code, algorithms, methods used on the Site(s)s or any part of them;
3. modify, translate or create any derivative products based on the Site(s) or materials;
4. distribute, disclose, sell, lease, let out for lease, sublicense, lend on bail or otherwise transfer Site(s)s or materials, in whole or in part, to a third party;
5. remove or modify copyrights, trademarks or other proprietary notices, legends, symbols or labels appearing on Site(s)s or materials; or
6. include the Site(s) or its materials or any part of it in any other compilations, materials, products or services. In the event of any violation of this section, we may immediately terminate your membership and / or access to the Site(s) and seek the reimbursement of damages in accordance with these Terms of Use and applicable law.

b) Company property. This Site(s) is owned and operated by PDRdispatch jointly with other members in accordance with contractual agreements, and the materials (as well as any intellectual property and other rights associated with them) are and will remain the property of PDR and its licensors and suppliers. You may not copy, reproduce, republish, download, publish, transmit or distribute materials or other information available on or through the Site(s) in any way without our prior written permission.

The materials may only be used to the extent necessary for your authorized use of the Site(s), as provided in these Terms of Use or expressly authorized in writing by us or, if specified in writing by PDR, its licensors or suppliers. Modifying the materials or using the materials for any other purpose is a violation of PDR's copyright and other proprietary rights and is strictly prohibited.

You acknowledge that you do not acquire any property rights using the Site(s) or materials. Any rights not expressly granted to you in this document are reserved by PDR, its affiliates and licensors. The trademarks, logos and service marks displayed on the Site(s) (collectively "trademarks") are registered and unregistered trademarks of PDR, licensors and suppliers of PDR, and others.

Trademarks owned by PDR, whether registered or unregistered, may not be used in conjunction with any product or service that is not owned by PDR in any way that could cause confusion for customers or in any way that diminishes the value of PDR. Nothing contained on this Site(s) should be construed as being granted by implication, presumption or otherwise, of any license or right to use any trademark without the express written permission of the owner. Misuse of any trademark is prohibited and PDR will vigorously assert its intellectual property rights in such trademarks, including through civil and criminal proceedings.

c) Limited License. In accordance with these Terms of Use, we grant you a non-exclusive, non-transferable, non-sublicense, limited right and license during the term of your registration:

1. to access and use the PDR webSite(s) provided by us, and
2. to use data, text, graphics , images and links (collectively "Materials") displayed on the Site(s), in each case solely for evaluation purposes, to determine whether you wish to enter into business relationships with other members in the interests of your business.

5. Code of Business Conduct.

By using the Site(s), you agree:

a) not to use the Site(s) for any purpose that is unlawful, illegal, offensive, obscene, threatening or in violation of the terms of these Terms of Use;

b) not to transmit

1. any kind of information that is threatening, offensive, defamatory, obscene or otherwise objectionable, and also violates the intellectual property of PDR or third parties or other rights;
2. any materials, non-public information about the company without its permission to do so;
3. any commercial secret of third parties; or
4. any advertisements, offers, letters and financial pyramid schemes.

c) not to imply that any of your statements are approved by us without our prior written consent;

d) not to restrict or inhibit any other visitor or Member from using the Site(s), including, without limitation, by means of "hacking", denial-of-service attack, or defacing any portion of the Site(s)s;

e) not to collect information about visitors to the Site(s) or members without their explicit consent.

f) not to transfer any software or other materials containing all sorts of viruses and malware, defects, time bombs or other items of a destructive nature;

j) not to develop or copy any part of the Site(s) without the prior written permission of PDR; Do not use a direct link, embedded link or other hyperlink to any page on the Site(s) other than the home page;

h) not to use search robots and applications or other manual or automatic devices or processes to retrieve, index, search for necessary information, or in any way reproduce or ignore navigation devices or present the Site(s) or its contents;

i) not to be involved in spam, flooding;

6. Information and materials provided by PDR or through its webSite(s).

While we strive to provide material that is useful and accurate, data and information of all kinds changes frequently. Accordingly, with all our care, the materials may not be up-to-date, accurate, or complete. In addition, most materials are contributed to the Site(s) by industry service providers or Site(s) members.

This information is not under our control and we disclaim any responsibility for the foregoing. In some cases, we can provide access to the necessary forms that members can use to conclude contracts with each other. We are not participants of such an agreement, the inclusion of access to such agreements does not constitute an endorsement of such agreements, and we disclaim any liability in relation to the foregoing. Members are solely responsible for determining whether and under what conditions they should enter into business relationships with other members.

7. Information You Provide.

You can leave feedback, suggestions or comments to improve the PDR Site(s). At our discretion, we may include some or all of the reviews in the Site(s) structure. You grant us a worldwide, perpetual, non-exclusive, sublicensable, royalty-free license to use, reproduce, distribute, transmit, disclose, display, modify and create derivative works of any feedback, content, data, information or other material that you provide and / or get through the Site(s); provided that we do so in accordance with applicable law and / or applicable agreement, if any, between the party that authorized you to use the Site(s) and PDR.

Notwithstanding anything contrary to this agreement, to the extent that any part of the Site(s) is not deemed to be owned by PDR, you hereby grant all your rights or any such feedback to PDR. You will complete the documents that may be necessary to achieve the objectives of this agreement. Without limiting the generality of anything set forth in these Terms of Use, you agree not to provide any materials or other data or information that violates the law or the rights of third parties, or that is unreliable, incomplete, inaccurate, obscene, defamatory or otherwise objectionable.

8. Updates and Changes.

We reserve the right to revoke, suspend or terminate at any time these Terms of Use, any materials available on the Site(s), as well as any functionality of the Site(s), including the termination of all Site(s)-related activities, with or without notice. We may periodically update or modify these Terms of Use by posting an updated or modified version of the Terms of Use on the PDR webSite(s).

You are responsible for regularly checking and monitoring the Site(s) for any updates or changes to the Terms of Use. By continuing to use or access the Site(s) following the posting of any updates or changes to the terms of use, you thereby consent to such updates or changes. We reserve the right, at any time to enter a paid subscription for further use of the Site(s), you will be warned about this on the Site(s) no later than a month before its introduction.

9. Relationship with other participants.

You understand and acknowledge that the PDR Site(s) and Site(s) services are provided to you solely as a means to help you connect with companies and individuals in the auto repair industry and provide you with appropriate business management tools. Without limiting the general nature of the clauses set forth in these Terms of Use, you also acknowledge and agree that we have no control, enforced or other obligations or liabilities with respect to participants, any data, information or materials provided by them, their business or any business relations between the participants.

If you choose to enter into a business relationship with a member, you understand and agree that you do so entirely at your own risk and risk and that you are solely responsible for managing such business relationship and enforcing all rights and remedies that you may have against such a participant. Any contract or agreement regarding auto repair services that you may enter into by accessing and using the Site(s) (whether you are a technician, broker, dealer or other organization) is solely between you and the relevant technician, broker, dealer or other organization.

We are not a party to such contract or agreement, we do not mediate it, have no obligations under any such contract or agreement and expressly disclaim any liability arising from or in connection with any such contract or agreement, including but not limited to by this, any responsibility when acting as a broker. We do not guarantee that any vehicle provided by you for the repair work will be repaired within the agreed time frame and in proper quality.

On the other hand, we do not guarantee that the vehicle provided for repair will be provided within the agreed time frame; that the amount of work performed will be consistent with the contract between the client and the technician; that payment will be made on time and in full. If you have a dispute with one or more participants, you release PDR (and its affiliates, as well as their respective directors, officers and employees) from claims, claims for damages of any kind and of a nature, known and unknown, arising from or in any way related to such disputes.

10. Evaluation of the participants.

By evaluating another member on our Site(s), you state that you have conducted business directly with that member and you are evaluating it in good faith and accurately. If you are rating a member with whom you have not done business directly, we may suspend or terminate your account or your ability to evaluate other members. While we do not and cannot control any material or other data or information provided by you or other members, we reserve the right to cancel or remove any such material or other data or information at any time with or without reason.

11. We do not provide legal support

ANY INFORMATION OR MATERIALS PROVIDED THROUGH THE SITE(S) (INCLUDING, IN ADDITION, CONTRACTS, DISCLAIMERS) IS NOT LEGAL ADVICE. WE DO NOT DEAL IN LEGAL PRACTICE OR PROVIDING LEGAL SERVICES. ACCESS TO THE CONTRACTS, FORMS OR OTHER MATERIALS, DATA OR INFORMATION FROM THE SITE(S), THEIR TRANSFER OR RECEIVING, DOES NOT CREATE OR INTENDED TO CREATE A RELATIONSHIP BETWEEN AN ATTORNEY AND A CLIENT AND ANY OTHER PERSON AND US. SINCE LAW CONSULTATION SHOULD BE ADAPTED TO SPECIFIC CIRCUMSTANCES OF EACH CASE, AND THE LAWS ARE CONSTANTLY CHANGING, AS DEFINED HEREIN NOTHING NOT BE USED AS A REPLACEMENT CONSULTATION OF YOUR OWN COMPETENT ATTORNEY LICENSED IN THE JURISDICTION WITH REFERENCE TO SPECIFIC CONDITION.

12. Disclaimers.

THE SITE(S), THE MATERIALS AND ANY SOFTWARE, PRODUCT OR SERVICE OBTAINED FROM US ARE PROVIDED IN ORIGINAL CONDITION AND WITHOUT ANY WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, the PDR AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, WITHOUT VIOLATION OF RIGHTS, ACCURACY, MERCHANTABILITY AND FITNESS FOR A CERTAIN PURPOSE, AND ALSO ANY WARRANTIES THAT MAY ARISE AS A RESULT OF THE EXECUTION OF TRANSACTIONS, THE PERFORMANCE OR USE OF TRADING OPERATIONS.

APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. COMPANY PDR AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ANY WARRANTIES THAT YOUR USE OF THE SITE(S), THE MATERIALS OR ANY SOFTWARE, PRODUCT OR SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE(S), THE SERVERS ON WHICH THE SITE(S) IS HOSTED, OR ANY SOFTWARE DO NOT CONTAIN VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE THAT YOU ARE RESPONSIBLE FOR THE OBTAINING AND MAINTENANCE OF ALL TELEPHONE, COMPUTER EQUIPMENT AND OTHER EQUIPMENT REQUIRED TO ACCESS AND USE THE SITE(S) AND USE ALL THESE EQUIPMENT. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SITE(S) AND THE SOFTWARE AND FOR YOUR TRUST IN THEM. NO OPINIONS, ADVICE OR STATEMENTS BY PDR OR ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS, AGENTS, PARTICIPANTS OR VISITORS, IF MADE ON SITE(S), IN SOFTWARE OR OTHERWISE, WILL NOT MAKE ANY WARRANTY. PDR RESERVES THE RIGHT TO CHANGE ANY SOFTWARE OR HARDWARE CONFIGURATIONS (INCLUDING DATA STORAGE POSSIBILITIES) AT ANY TIME, AT ITS SOLE DISCRETION. **YOUR USE OF THE SITE(S) AND ANY MATERIALS PROVIDED THROUGH THE SITE(S) IS SOLELY AT YOUR SOLE RISK.**

13. Limitation of Liability.

IN NO EVENT SHALL the PDR, ITS AFFILIATES OR SUBSIDIARIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, SPONSORS AND OTHER PARTNERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, OR DIRECT DAMAGES OR ANY OTHER DAMAGES, IN ANY WAY FROM THE USE OF THE SITE(S), THE SERVICES OR MATERIALS AVAILABLE ON THE SITE(S), THE INFORMATION CONTAINED ON THE SITE(S), THE MATERIALS OR RESULTS PROVIDED OR RECEIVED VIA SITE(S) EVEN IF PDR WAS WARNED OF THE POSSIBILITY OF SUCH DAMAGE. PDR'S LIABILITY, IF THERE IS, ARISING FROM YOUR USE OF THE SITE(S), IS GOVERNED BY APPLICABLE AGREEMENT BETWEEN THE PARTY WHICH PERMITS YOU TO USE THE SITE(S) AND PDR, IF THERE IS. ANY LIABILITY THAT PDR MAY BE UNDER THIS AGREEMENT WILL BE WITH THE PARTY WHICH PERMITTED YOU TO USE THE SITE(S) AND NOT YOU PERSONALLY. IN CASE OF AN UNSUCCESSFUL ATTEMPT TO USE THE SITE(S) AND / OR RELATED SERVICES, APPLICATIONS, MATERIALS OR INFORMATION - THIS IS A TERMINATION OF USE OF THE SITE(S) AND / OR THESE SERVICES, APPLICATIONS, MATERIALS OR INFORMATION.

14. Reimbursement of damage.

You agree to reimburse the damages and defend PDR and its subsidiaries and affiliates and their respective managers, directors, agents, partners, sponsors, employees and independent contractors from any claim or demands, including attorney's fees, made by third parties in connection with:

1. materials or information that you provide, post or transmit to or through the Site(s);
2. your connection, access to or use of the Site(s) and related services, whether they are permitted or not;
3. your confidence in any material provided through the Site(s);
4. your use or disclosure of any content, data, materials or information obtained through the Site(s);
5. your negligence or misconduct;
6. your violation of any rights of the other party;
7. your participation in or performance of any transaction (or failure to conduct or complete a transaction) through the Site(s); or
8. any interaction between you and another member.

15. Links.

This Site(s) may contain links to other Internet Site(s)s that may or may not belong to us or may not be under our control. We are not responsible for the Site(s)s that are linked to this Site(s), and we have no control over such Site(s)s.

Unless otherwise expressly agreed by us, we are not responsible for the content of such webSite(s)s, any updates or changes to such webSite(s)s, products or services offered through such webSite(s)s, or the privacy or other methods of operation of such webSite(s)s, and the fact that we post such links does not indicate any endorsement or endorsement of any material contained on any linked webSite(s). We provide these links to you for convenience only. Accordingly, we strongly recommend that you should read the terms of use of any linked webSite(s) before accessing or using it.

16. Confidentiality.

"Confidential Information" means non-public and / or proprietary information disclosed by PDR, including, without limitation, all forms and types of financial, business, scientific, technical, economic or engineering information of PDR, as well as, including, without limitation, applications, provided through the Site(s).

You agree to keep confidential all confidential information received from PDR, whether in connection with your use of the Site(s) or otherwise, with the same degree of care that you exercise with your confidential information. You may not use confidential information, except as expressly provided in these Terms of Use, and you may not disclose confidential information without PDR's prior written permission.

All confidential information will remain the property of PDR and will in no way be deemed licensed or transferred to you. You must return or destroy all confidential information requested by PDR, upon termination of the Terms of Use, upon termination of your rights to use the Site(s), or upon termination of the access agreement under which you are authorized to use the Site(s).

You must comply with all privacy and data protection laws, rules and regulations that are or may in the future apply to your use of the Site(s) or any applications, data or information provided on or through the Site(s). Without limiting the general meaning of the above offering, you agree that you will not use or disclose to any other party any non-public personal information that you receive in connection with your membership or through the Site(s), except as expressly permitted by these Terms of Use or applicable law.

You acknowledge and agree that:

1. PDR will suffer irreparable damage if you fail to comply with this confidentiality obligation,
2. PDR's remedies for such violation are inappropriate;
3. PDR, in addition to any pecuniary damage for any such violation, will be entitled to temporary and permanent court remedy without the need to prove damages, and
4. that PDR will not be obliged to issue bonds as a condition of such protection.

This provision shall remain in effect after the expiration or termination of the Terms of Use and the applicable Access Agreement or other agreement between PDR and the party that authorized you to use the Site(s).

17. Use of Member Name.

You give us the right, at our choice and at our expense, to use the name of the organization you represent (if any), including the use of such organization's trademark, brand name, service mark and logo, for advertisements and other PDR marketing materials.

18. Copyright.

The Digital Millennium Copyright Act 1998 provides remedies for copyright owners who believe that material appearing on the Internet impairs their rights under US copyright law. If you believe in good faith that material posted by PDR impairs your copyright, you (or your agent) may send us a notice asking us to remove or block access to that material.

The notice must contain the following information:

1. the physical or electronic signature of the person authorized to act on behalf of the owner of the exclusive right that is allegedly violated;
2. the identification of the copyrighted work claimed to be violated (or if multiple copyrighted works located on the Site(s) are covered by one notice, a representative list of such works);
3. identification of material that is alleged to be copyright infringing or subject to copyright violating activity and sufficient information to enable us to place the material on the Site(s);
4. sufficient information to allow us to contact the complaining party, such as address, telephone number and email address (if any);
5. a statement that the complaining party has a good faith belief that such use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
6. a statement that the information contained in the notification is accurate and that, under penalty of perjury, the complaining party is authorized to act on behalf of the owner of the exclusive right that is allegedly violated. Claims regarding the Site(s) should be directed to PDR, you can contact us in the "Contacts" section of the PDR webSite(s).

19. Arbitrary and Class Waiver.

a) Arbitrary. You agree to arbitrate any dispute or claim that you may have with us or any of our affiliates that is in any way related to the PDR Site(s). Such arbitration will be final and binding. If we choose to submit to arbitration any dispute or claim we may have against you, any such arbitration will be governed by the provisions of this section.

b) Class Waiver. Any arbitration under this section will be conducted on a case-by-case basis. Class arbitration and class or representation proceedings of any kind are not permitted and you expressly disclaim your opportunity to participate in class or representation proceedings against us or any of our affiliates.

If the arbitration clause is found to be inapplicable to your dispute with us, this class waiver will continue to apply in litigation. You agree that this class waiver is an essential element of the agreement between you and us and that this class waiver cannot be terminated. In the event that this class waiver is deemed invalid or unenforceable, the entire arbitration agreement in this section will be void.

20. Prescriptions.

We can assign terms of use. We may also transfer or delegate some of our rights and obligations under these Terms of Use to independent contractors or other third parties. You may not transfer these Terms of Use or any of your rights, obligations or obligations under this agreement without our prior written consent, which may be deferred at our sole discretion.

21. General Provisions.

PDR and its staff, agents, suppliers and affiliates act as independent contractors, not your employees or agents. Neither party will have the right or authority to enter into any contracts or undertake any obligations with respect to the other party, or to give any guarantees or make any representations on behalf of the other party.

These Terms of Use any additional terms posted by PDR, and any agreements between you and PDR constitute the entire and exclusive agreement between the parties in relation to the subject matter of these Terms of Use, and supersedes any previous or current negotiations, proposals, agreements, and all oral and written agreements between the parties concerning the subject matter of these terms of the Agreement.

Any oral statement by a PDR employee will not affect the rights, obligations or guarantees of the parties that will be presented in this agreement. Except as provided for in relation to the class action waiver in section 19, if any provision of these Terms of Use is held by a court of competent jurisdiction contrary to law, invalid or unenforceable, such provision will be amended and construed to best fulfill the purposes of the original provision in full to the extent required by law, and in any event the remainder of these Terms of Use will remain in full force and effect. Failure to effectively exercise or delay one of the parties in exercising any right, power or remedy under these terms of use will not act as a waiver of any such right, power or remedy.

22. Privacy Policy.

Please read our privacy policy for a description of the privacy and related policies connected to the Site(s). Without limiting the general nature of anything set forth in the Privacy Policy, we may use and transfer (with affiliated and non-affiliated third parties) the personal information you provide to us, as permitted by applicable law and as we deem necessary or desirable for our business purposes, including, but not limited to, processing and maintaining your membership, providing the Site(s), processing your subscription fees, and complying with applicable laws and regulations. We may also contact you regarding your membership or subscription using any contact information you provide to us, including email addresses and telephone numbers.

23. Questions.

The PDR webSite(s) is operated by PDRdispatch. If you have any questions, comments or complaints regarding this Agreement or the Site(s), please do not hesitate to contact us at: support@pdrdispatch.com