

## **TERMS OF USE**

These Terms of Use (the “Terms”) constitute a legally-binding agreement between you and David’s Sling, LLC (“DS,” “we,” “us,” or “our”) governing your use of the DS websites, content, products, and services, including the content, products, and services made available through third-party websites (collectively, the “Services”), which are made available in the United States by DS.

By using the Services, you expressly acknowledge that you understand these Terms (including the dispute resolution and arbitration provisions in Section 9 herein) and accept and agree to be bound by them David Sling’s Privacy Policy. If you do not agree to these Terms of David Sling’s Privacy Policy (the “Privacy Policy”), you must immediately cease your use of the Services. The Privacy Policy can be found in paragraph 12 below.

**IMPORTANT NOTICE: THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS YOU AND DS HAVE AGAINST EACH OTHER CAN BE BROUGHT. THESE PROVISIONS REQUIRE YOU TO RESOLVE DISPUTES WITH DS ON AN INDIVIDUAL BASIS, NOT AS PART OF A CLASS, AND THROUGH FINAL AND BINDING ARBITRATION. BY ACCEPTING THESE TERMS AND ENTERING INTO THIS AGREEMENT WITH DS, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THESE TERMS.**

### **1. Access and Use of the Service**

#### **A. Accounts.**

To receive the comprehensive information provided by DS, or to gain access to other Services as applicable, you must register for and maintain an active personal user account (“Account”) and pay \$99.00 (the “Enrollment Fee”). Account registration requires you to submit certain personal information to DS, such as your **name, address, mobile phone number, email address, and age**. Further, you must maintain at least one valid payment method supported by DS.

You agree to maintain accurate, complete, and up-to-date information in your Account. Your failure to so maintain your Account information may result in your inability to access, use, or receive Services.

You are solely responsible for all activity that occurs under your Account, and you agree to maintain the security and secrecy of your Account username and password at all times. You may not assign or otherwise transfer your Account to any other person or entity.

Each person may only create a single Account, and DS reserves the right to temporarily or permanently deactivate any additional or duplicate accounts.

#### B. Eligibility.

The Services may only be used by individuals who have the right and authority to enter into a legally-binding agreement, such as these Terms, and who are fully able and competent to satisfy the terms, conditions, and obligations herein. The Services are not available to anyone who has had an Account temporarily or permanently deactivated.

By using these Services, you represent and warrant that you are at least 18 years of age. You may not authorize third parties to use your Account, and you may not allow persons under the age of 18 to receive any Information/Services through your Account. DS does not knowingly or intentionally collect personal information from children under the age of 13. The content of DS's Information/Services is directed at adults. If you are under the age of 13, you may not submit any personal information to DS. If you discover that a child under the age of 13 has submitted personal information to DS, please contact us by email through the website.

#### C. Network Access and Devices.

You are solely responsible for obtaining the data network access necessary to use the Services, as well as for acquiring and updating compatible software or hardware necessary to use the Services. DS does not guarantee that the Services, or any portion thereof, will function on any particular software or hardware or any particular combination thereof.

The Services may be subject to malfunctions and delays inherent in the use of Internet and electronic communications. DS does not warrant or guarantee that the Services will be available at any particular time or location.

## 2. Fees and Payment

You acknowledge and understand that use of the Services may result in charges to you, in exchange for the Services you receive (“Charges”) through DS’s site. Charges as described in these Terms are inclusive of any Enrollment Fee, surcharges, and applicable taxes. DS reserves the right to establish, remove, and/or revise Charges related to any and all of its Services at any time, at its sole discretion. DS will use reasonable efforts to inform you of Charges that may apply to the Services; however, you are responsible for any Charges incurred under your Account regardless of your awareness of such Charges or the amounts thereof.

### A. Payment Provisions.

*a. Payment Authorization.* When you create an Account, before you may receive certain Information/Services from DS, you may be prompted to provide DS with a payment method that will be used to pay any Charges owed. To verify a new payment method, ensure that the cost of DS’s Information/Services will be covered, to protect against unauthorized behavior, and otherwise as reasonably necessary, DS may seek an authorization against your payment method on file. This authorization is not a charge; however, it may reduce your available credit by the authorization amount until your bank’s next processing cycle. Should the amount of authorization exceed the total funds on deposit in your account, you may be subject to overdraft or other charges by your bank. DS is not responsible for these charges, and is unable to assist you in recovering them from your bank.

*b. Primary and Secondary Payment Methods.* All Charges will be made to the preferred payment method designated in your Account. If your primary Account payment method is determined to be expired, invalid, or otherwise not able to be charged, you agree that DS may use any available secondary payment method in your Account.

*c. Third-Party Processors.* All Charges will be facilitated through a third-party payment processor, as communicated to you prior to any initial payment by you. DS may replace its payment processor at any time without prior notice to you.

*d. Refunds.* DS offers a 30 Day Money Back Guarantee. In order to qualify for a refund, you must send a copy of the Original Retail Installment Contract and Motor Vehicle Buyers Order to DS through the website. The Original Retail Installment Contract and Motor Vehicle Buyers Order must be in your name. A refund will only be issued if DS is unable to demonstrate, to you, the consumer, a way to reduce the principal amount on your existing vehicle loan by at least \$1.00 more than the enrollment fee. No refund will be issued if this reduction of the potential calculated decrease in principal exceeds the enrollment fee by at least \$1.00.

Please email our team through the website if you have any concerns.

### **3. Your Information**

Your information will be collected, stored, processed, and used according to the Privacy Policy. It is your responsibility to review and understand our Privacy Policy to understand how your information is handled by DS.

If you do not wish to review our Privacy Policy, or if you do not agree to the handling of your information as described therein, please immediately discontinue your use of the Services.

### **4. Term and Termination**

The license granted under these Terms is effective until terminated by you or DS. Your rights under this Agreement will terminate automatically without notice from DS if you fail to comply with any of the provisions herein or with the provisions of any other applicable DS policy. Upon termination of the license, you must cease all use of the Services. Further, DS reserves the right to terminate these Terms without cause, effective on immediate written notice. Provisions of these Terms may survive termination, as indicated herein.

### **5. Additional Disclaimers and Limitation of Liability**

DS AND ITS AGENTS AND AFFILIATES MAKE NO REPRESENTATIONS REGARDING THE RELIABILITY, ACCURACY, OR TIMELINESS OF THE INFORMATION, PRODUCTS, OR SERVICES CONTAINED ON ITS WEBSITE OR RELATED TO ANY OF THE SERVICES. ALL INFORMATION, PRODUCTS AND SERVICES ARE PROVIDED “AS IS” AND “WHERE IS” WITHOUT WARRANTY OF ANY KIND. DS AND ITS

AGENTS AND AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE INFORMATION, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

IN NO EVENT SHALL DS OR ITS AGENTS OR AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR ANY OTHER DAMAGES WHATSOEVER.

DS AND ITS AGENTS AND AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES FOR LOSS OF DATA, LOSS OF PROFITS, OR LOSS OF USE IN ANY WAY CONNECTED TO THE SERVICES. TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF DS IS LIMITED TO PAYMENTS BY YOU TO DS.

WHILE SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TO THE EXTENT PERMITTED BY LAW, DS EXCLUDES ALL WARRANTIES.

DS IS NOT RESPONSIBLE FOR ANY LINKS TO AND FROM ANY OF THE SERVICES. ALL RESPONSIBILITY AND LIABILITY, IF ANY, FOR ANY LINKED CONTENT LIES SOLELY WITH THE OPERATORS OF SAID LINKED CONTENT.

This Section 5 shall survive any termination of these Terms.

## **6. Indemnification**

You agree to indemnify and hold harmless DS and its affiliates, agents, parents, subsidiaries, employees, drivers, officers, directors, shareholders, other officials, suppliers, vendors, successors and assigns from any claim, suit or action arising from or related to: (i) your use of the Services; (ii) your breach or violation of these Terms; (iii) your violation of any applicable law, rule, or regulation; or (iv) any allegation that any materials that you submit or transmit through the Services or to DS infringe or otherwise violate an intellectual property right of a third party. This indemnification shall apply to any liability or expense arising from claims, losses, damages, suits, judgments, litigation costs and attorneys' fees. This indemnity shall apply

regardless of the negligence of any party, including any indemnified person or entity.

DS reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you. In such case, you agree to cooperate with DS's defense of such claim.

This Section 8 shall survive any termination of these Terms.

## **7. Dispute Resolution and Arbitration Agreement; Waiver of Jury Trial**

**PLEASE READ THIS SECTION CAREFULLY. THIS SECTION AFFECTS YOUR LEGAL RIGHTS RELATING TO YOUR USE OF THE SERVICES, INCLUDING YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO FILE LAWSUIT IN COURT.**

BY AGREEING TO THESE TERMS, YOU AGREE THAT YOU ARE REQUIRED TO RESOLVE ANY CLAIM THAT YOU MAY HAVE AGAINST DS ON AN INDIVIDUAL BASIS IN ARBITRATION, AS SET FORTH HEREIN. THIS WILL PRECLUDE YOU FROM BRINGING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION AGAINST DS. THIS WILL ALSO PRECLUDE YOU FROM PARTICIPATING IN OR RECOVERING RELIEF UNDER ANY FUTURE CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION BROUGHT AGAINST DS BY SOMEONE ELSE.

DS's Customer Service Department is available through the website to address any concerns you may have about the Services. Both you and DS agree to use your best efforts to resolve any question, dispute, claim, or other disagreement directly through consultation and good faith efforts by using these Customer Service contacts. Where permitted by law, engaging in this initial dispute resolution process is a precondition to either party initiating a lawsuit, where permitted, or an arbitration proceeding.

You and DS agree that any dispute, claim, or controversy arising out of or relating to either (i) these Terms or (ii) your access or use of the Services at any time (whether before or after the date you agreed to these Terms) that cannot be settled by a good faith attempt at dispute resolution, as described above, within thirty (30) days of initiating such initial dispute resolution

process will be settled by binding arbitration between you and DS, and not in a court of law.

This binding arbitration will be administered by JAMS in accordance with the provisions of its Comprehensive Arbitration Rules or Streamlined Arbitration Rules, as appropriate, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or in relation to the interpretation, applicability, enforceability, or formation of these Terms, including without limitation any claim that all or any part of these Terms is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, where permitted by these Terms. The arbitrator's award shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction.

The JAMS Rules governing the arbitration may be accessed at <http://www.jamsadr.com/> or by calling JAMS at (800) 352-5267. Your arbitration fees and your share of arbitrator compensation shall be governed by the JAMS Comprehensive Arbitration Rules, but shall not incorporate the JAMS Class Action Procedures, and, to the extent applicable, the Consumer Minimum Standards, including the then-current limit on arbitration filing fees. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, DS will pay the additional cost.

Arbitration shall take place within Galveston County or Harris County Texas. You and DS agree to submit to the personal jurisdiction of any federal or state court in Galveston County or Harris County, Texas, U.S.A., in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

You acknowledge and agree that you and DS are each waiving the right to a trial by jury, as well as the right to participate as a plaintiff or class member in any purported class action or representative proceeding. Unless both you and DS otherwise agree in writing, any arbitration will be conducted only on an individual basis, and not in a class, collective, consolidated, or representative proceeding. However, you and DS each retain the right to bring an individual action in small claims court, as well as the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation

of a copyright, trademark, trade secret, patent, or other intellectual property right.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

This Section 7 shall survive any termination of these Terms.

## **8. Copyright Notice**

We respect the intellectual property rights of others, and we expect the users of our Services to do the same. If you believe that any content appearing in the DS Services has been copied in a way that constitutes copyright infringement, please forward the information to us through the website:

- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works on the Services are covered by a single notification, a representative list of such works at that site.
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit DS to locate the material. Please provide a URL, where available.
- Information reasonably sufficient to permit DS to contact you, such as an address, telephone number, and, if available, an email address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.
- Your physical or electronic signature, as a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Please be aware that to be effective, your copyright infringement notice must comply with the Digital Millennium Copyright Act (the “DMCA”). You are encouraged to review 17 U.S.C. § 512(c)(3) and/or consult with an attorney prior to sending a notice.

## 9. Intellectual Property and Ownership

All title, ownership, and intellectual property rights in and to the Services (including, but not limited to, any titles, trademarks, service marks, trade names, computer code, themes, objects, concepts, artwork, animations, sounds, methods of operation, moral rights, and any related documentation) are owned by DS. The Services are licensed, not sold, for your use. Your license confers no title or ownership in the Services and should not be construed as a sale of any rights in the Services. You are not permitted to reproduce any portion of the Services in any form or by any means other than as permitted under the license described herein.

YOU ACKNOWLEDGE AND AGREE THAT, OTHER THAN THE LICENSE GRANTED TO YOU BY THIS AGREEMENT, YOU SHALL HAVE NO OWNERSHIP OR OTHER PROPERTY INTEREST IN ANY SERVICES, AND YOU FURTHER ACKNOWLEDGE AND AGREE THAT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL RIGHTS IN AND TO SUCH SERVICES ARE AND SHALL BE FOREVER OWNED BY AND INURE TO THE BENEFIT OF DS.

Further, DS may permit you from time to time to submit, upload, publish, or otherwise make available to DS certain content and information. This may include, but is not limited to, commentary and feedback related to the Services, initiation of support requests, and submission of entries for competitions and promotions (“Customer Content”). Any Customer Content provided by you remains your property. However, by providing said Customer Content to DS, you grant DS with a worldwide, perpetual, irrevocable, transferable, royalty-free license—with the right to sublicense—to use, copy, modify, create derivative works of, distribute, publicly display, publicly perform, and otherwise exploit in any manner such Customer Content in all formats and distribution channels now known or hereafter devised, without further notice to or consent from you, and without the requirement of payment to you or any person or entity. By providing the Customer Content, you represent and warrant that: (i) you are the sole and exclusive owner of all Customer Content, and (ii) neither the Customer Content, nor your submission, uploading, publishing, or otherwise making available of such Customer Content, nor DS’s use of the Customer Content as permitted herein, will infringe, misappropriate, or violate any third party’s

intellectual property or proprietary rights or any rights of publicity or privacy, or result in the violation of any applicable law or regulation.

## 10. **General**

### A. Notices

You consent to DS providing you via email with notifications about the Services that the law requires us to provide. DS will use the email address that you specified at time of registration. Notices emailed to you will be deemed given and received when the email is sent. If you do not consent to receiving these electronic notices, then you must stop using the Services. For any Services that do not require you to provide an email address to access, then notices and other information may be made available in updates to these Terms, the Privacy Policy, or any other applicable posted agreement, notice, or policy.

### B. Force Majeure

DS shall not be liable for any delay or failure to perform resulting from unforeseen circumstances or causes outside of DS's reasonable control, including without limitation "acts of God," war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, or natural disasters.

### C. Severability

In the event any provision of these Terms is determined to be invalid, illegal or otherwise unenforceable, such provision shall be deemed to have been deleted from the Terms. The remainder of the Terms shall remain in full force and effect according to its terms.

### D. Survival

Any sections that by their terms apply after these Terms are terminated will survive any termination or cancellation of these Terms.

### E. Assignment and Transfer

DS may assign these Terms, in whole or in part, at any time, without notice to you. You may not assign or transfer any rights to use the Services.

#### F. Jurisdiction and Venue

These Terms are governed by the laws of the United States of America and of the State of Texas without regard to conflict of law provisions thereof. You irrevocably consent to the exclusive jurisdiction and venue of the state and federal courts in and for Harris County or Galveston County, Texas, U.S.A., in all disputes arising out of, or relating to, use of these Services that are subject to exceptions to the arbitration agreement described herein, or which are otherwise determined not to be arbitrable. Any arbitration proceeding shall be governed by the terms of Section 9 herein.

Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of the terms, conditions and notices of this Website and this Agreement, including this paragraph. You are solely responsible for compliance with all applicable local laws.

#### G. Equitable Remedies

By using the Services, you acknowledge and agree that DS would be irreparably harmed if you do not follow the requirements in these Terms. Therefore, you agree that DS is entitled—without proof of damages, bond, or other security—to specific enforcement of these Terms and any other appropriate equitable remedies, in addition to any other remedies that may be available to DS under applicable law.

#### H. No Waiver

DS's waiver of any provision of this Agreement shall not be deemed to waive it for the future.

#### I. Entire Understanding

These Terms contain the entire understanding and agreement of the parties with respect to the use and provision of the Services. The Terms supersede all prior oral or written understandings and agreements on this matter.

#### J. Modification

DS reserves the right to modify these Terms, and such modifications are binding on you only upon your acceptance of the modified Terms. DS also reserves the right to modify any information on any pages referenced in these Terms and/or hyperlinked from these terms, and these modifications will be effective upon posting. Continued use of the Services after any such modifications will constitute your consent to the modifications. Unless material changes are made to the dispute resolution and arbitration provisions in these Terms, you agree that a modification of these Terms does not create a renewed opportunity to opt out of arbitration.

#### 11. **INFORMATIONAL PURPOSES ONLY:**

**The materials and information prepared or assembled by DS and are intended for informational purposes only.** Some of the information may be dated and may not reflect the most current legal developments. Any information provided by DS shall not be considered advice, a recommendation or be construed in any way as a warranty, guarantee or promise. It should only be construed as information which is being provided and such information should be used by the Customer in their sole discretion and at their own risk. No particular results should be expected by the Customer. We are not offering any financial advice and the consumer is wholly responsible for how they use this information. We are providing information for the consumer to use and are not responsible for the use of the information by the consumer.

#### 12. **DAVID SLING'S PRIVACY POLICY**

This Privacy Policy sets out how David Slings uses and protects any information that you give David Slings when you use this website. David Slings is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, then you can be assured that it will only be used in accordance with this privacy statement. David Slings may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes. This policy is effective from November 9, 2022.

#### **What we collect:**

We may collect the following information:

name and job title;  
contact information including email address;  
demographic information such as postcode, preferences and interests  
other information relevant to customer surveys and/or offers.

### **What we do with the information we gather:**

We require this information to understand your needs and provide you with a better service, and in particular for the following reasons:

Internal record keeping;  
We may use the information to improve our products and services;  
We may periodically send promotional emails about new products, special offers; or  
other information which we think you may find interesting using the email address which you have provided.

From time to time, we may also use your information to contact you for market research purposes. We may contact you by email, phone, fax or mail. We may use the information to customize the website according to your interests.

### **Security:**

We are committed to ensuring that your information is secure. In order to prevent unauthorized access or disclosure, we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect online.

### **How we use cookies:**

A cookie is a small file which asks permission to be placed on your computer's hard drive. Once you agree, the file is added and the cookie helps analyze web traffic or lets you know when you visit a particular site. Cookies allow web applications to respond to you as an individual. The web application can tailor its operations to your needs, likes and dislikes by gathering and remembering information about your preferences.