

# Terms & Conditions

Last Updated: September 19, 2018

## General / Overview

**READ THESE TERMS & CONDITIONS CAREFULLY BEFORE ACCESSING THE SERVICES, AS HEREIN DESCRIBED OR THE SITE, OR BEFORE CLICKING YOUR ACCEPTANCE OF THESE TERMS & CONDITIONS WHEN REGISTERING TO USE THE SERVICES. THESE TERMS & CONDITIONS HAVE LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS. BY AGREEING TO THESE TERMS & CONDITIONS, YOU ARE WAIVING YOUR RIGHT TO SUE IN COURT, YOUR RIGHT TO A TRIAL BY JURY, AND YOUR RIGHT TO BRING ANY CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING AGAINST SLINGBID. AS USED IN THESE TERMS, THE SITE MEANS THE ENTIRETY OF THIS WEBSITE AND MOBILE APPLICATIONS INCLUDING, BUT NOT LIMITED TO, ALL CONTENT, SERVICES, INFORMATION, AND ANY PORTIONS THEREOF. THE SLINGBID SERVICES ARE ANY SERVICES OFFERED OR PROVIDED BY SLINGBID. THE SERVICES AND THE SITE ARE COLLECTIVELY HEREIN REFERRED TO AS THE SERVICES.**

Each SLINGBID auction is sponsored by SLINGBID and SLINGBID's brand partners.

Welcome to SLINGBID! The following Terms & Conditions (the "Agreement") shall apply to the relationship between the SLINGBID ("SLINGBID," "we," or "us") online interfaces and properties, including the SLINGBID.com website and SLINGBID mobile applications (the "Site"), and the buying of or bidding on goods or other services offered by SLINGBID through the Site, the end user ("You" or "Your"). SLINGBID and You are herein collectively referred to as the Parties.

By using the Services, You accept these Terms & Conditions, as well as the manner in which SLINGBID operates. These Terms & Conditions constitute the entire agreement between SLINGBID and You and supersede and replace all prior commitments, undertakings or representations, whether written or oral, between You and SLINGBID with respect of Your use of SLINGBID.

SLINGBID will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period. From time to time, SLINGBID may restrict access to some or all parts of the Services to users, including registered users.

When using the SLINGBID Services, as described in comprehensive detail herein, a user may spend money on virtual credits such as Bids without receipt of physical items. You are solely responsible for your spending, bidding, and purchasing when using the Services. SLINGBID is not responsible or liable for your bidding or spending on SLINGBID or through any of the Services. It is your sole responsibility to

only purchase items on which you have fully read the product descriptions and with which You are familiar. You are solely responsible for any and all of your actions on the Site, in connection with the Services and auctions.

As is typical with all auctions, SLINGBID cannot guarantee that You will be the winner of any individual auction or that the final price in any auction will be a tremendous discount. Sometimes bidding can be very competitive, and the competition tends to grow as the products become more valuable or sought after.

If you have any questions, concerns, or comments about our Terms & Conditions, we encourage you to contact us by emailing your inquiries to: [service@Slingbid.com](mailto:service@Slingbid.com) or by calling us at: **1-866-29-SLING (7-5464)**.

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## Contractual Obligations

The auction process is a method by which the Site offers memberships to users enabling them to bid on auctions for goods and services. By submitting bids, You are participating in an auction where the outcome is determined by the skill of the user to place a timely bid. Once a bid is accepted, a contract is created between the buyer and the Site for the award of the product or service with the terms disclosed at the time of the auction. By using the Services and bidding on an auction item you agree to complete the transaction as described herein and fulfill any and all contractual obligations.

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## Acceptance of Terms & Conditions

**IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS OR THE PRIVACY POLICY, DO NOT USE SLINGBID.**

These Terms & Conditions are a legal agreement and Your use of SLINGBID's Services constitutes your acceptance of the Terms & Conditions contained herein and SLINGBID's Privacy Policy incorporated herein by reference.

You must register and accept these Terms & Conditions in order to use the Services. If you do not agree to these Terms & Conditions or Privacy Policy, You may not use the Services or any other services provided by SLINGBID. BY REGISTERING FOR AND USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS & CONDITIONS AND ALL POLICIES AND GUIDELINES INCORPORATED BY REFERENCE.

You acknowledge that (a) You have had the opportunity to review the tutorials regarding the use of SLINGBID included in the "How it Works" section of the Site, (b) You have either reviewed the tutorials or have chosen not to do so, and (c) You have

had the opportunity to ask questions regarding the use of SLINGBID by telephone or email and to have those questions answered.

**BY BUYING OR BIDDING FOR PRODUCTS OR BY OTHER USE OF THE SERVICES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THESE TERMS & CONDITIONS, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS & CONDITIONS. THE SLINGBID SERVICES ARE OFFERED TO AND MAY ONLY BE USED BY, PERSONS OVER THE AGE OF 18. BY USING THE SERVICES, YOU REPRESENT AND WARRANT THAT YOU ARE OVER THE AGE OF 18, YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH SLINGBID, AND THAT YOU MEET ALL OF THE ELIGIBILITY REQUIREMENTS DESCRIBED IN THESE TERMS & CONDITIONS. YOU MAY NOT ORDER, BID, PURCHASE, OR OBTAIN PRODUCTS OR SERVICES THROUGH THE SERVICES IF YOU (I) DO NOT AGREE TO THESE TERMS & CONDITIONS, (II) ARE NOT THE OLDER OF AT LEAST 18 YEARS OF AGE OR LEGAL AGE TO FORM A BINDING CONTRACT WITH SLINGBID, OR (III) ARE PROHIBITED FROM ACCESSING OR USING THE SERVICES' CONTENTS OR GOODS BY APPLICABLE LAW.**

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## **General Policies**

The SLINGBID policies accessible throughout the Site are expressly incorporated by reference into these Terms & Conditions, and You should review each carefully. The procedures and guidelines contained below explain the auction process. The SLINGBID Privacy Policy governs the collection and use of user information on the Site.

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## **Changes to Terms & Conditions**

SLINGBID reserves the right to withdraw, change, or modify these Terms & Conditions, the Services, and/or any policy or guideline related to the Services, at any time and from time-to-time without cause, in its sole discretion. SLINGBID shall provide You with notice of any and all revisions via email. Your continued use of this Site and the Services following Your receipt of our email notifying you of the modifications to these Terms & Conditions shall indicate Your acceptance of such revisions. IF YOU DO NOT AGREE TO THESE TERMS & CONDITIONS OR ANY MODIFICATION THEREOF, DO NOT REGISTER OR CONTINUE TO USE THE SERVICES. IF ALREADY USING THE SERVICES, WHEN BECOMING AWARE OF ANY MODIFICATION WITH WHICH YOU DO NOT AGREE, CEASE USING THE SERVICES IMMEDIATELY.

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## Prohibited Use

You are strictly prohibited from violating or attempting to violate the security of the Services, including, without limitation: (i) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (ii) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; or (iii) accessing or using the Services or any portion thereof without authorization, in violation of these Terms & Conditions or in violation of applicable law.

You may not use any scraper, crawler, spider, robot, or other automated means of any kind to access or copy data on the Site, deep-link to any feature or content on the Site, bypass our robot exclusion headers, or other measures we may use to prevent or restrict access to the Site.

You agree not to interfere with the Site, Services, or any transaction and agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of the Services or any activity being conducted on or through the Services. You agree not to impose any unreasonably or disproportionately large load on SLINGBID's systems or facilities. You agree not to put any material on the Site that contains any viruses, Trojan horses, worms, time bombs, cancelbots or any other computer programming routines that may damage, interfere with, surreptitiously intercept or expropriate any system, data or personal information. Violations of system or network security may result in civil or criminal liability. SLINGBID will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations.

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## Eligibility

By accepting the Terms & Conditions and/or registering with SLINGBID, as stated above, You confirm that You are at least 18 years of age and at least age of majority under applicable laws of the country, state, city, or other jurisdiction (each, a "Jurisdiction") of Your residence, that You can engage in a binding contract, and that You meet all other eligibility requirements contained in these Terms & Conditions. By using SLINGBID, You warrant that You have the right, authority, and capacity to enter into this agreement and to abide by all of the Terms & Conditions.

You must reside in one of the 50 states of the United States or Washington D.C.

**SLINGBID employees and their family members (defined as parents, spouse, siblings and children) and any persons residing in the same household as SLINGBID employees may not, under any circumstances participate in SLINGBID auctions.**

SLINGBID products and services are offered exclusively to private users and not to commercial or semi-commercial retailers.

In its sole discretion, SLINGBID reserves the right to limit the number of user accounts per natural person and the number of won auctions per user account. A single credit card may not be used in conjunction with multiple user accounts. SLINGBID limits the number of user accounts per natural person to one (exceptions may apply – contact customer support with any questions at [service@slingbid.com](mailto:service@slingbid.com)). A single user account may win a maximum of twelve (12) auctions, in a 30-day period. A single user account may only win a maximum of twelve (12) auctions per 24-hour period. A user account may only be winning a maximum of five (5) auctions at any one time, less the number of current auction wins over the previous 24-hour period. However, SLINGBID reserves the right, from time to time and in its sole discretion, to impose different win limits for specific products.

The target market for the Services is the United States of America. All items purchased through the Services may only be delivered to the continental United States. SLINGBID does not deliver to PO Boxes or to freight forwarding companies. SLINGBID may decline shipping to RR boxes. Please contact support before placing an order if you wish to use an RR box.

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## Registering

To use the Services, you must first register for an online user account, consisting of a username, password, credit card or PayPal information, billing address, and other information as may be required by SLINGBID.

You may register only **once** and may only have one account at SLINGBID for your personal use. Furthermore, each household or "group of users associated with each other", determined by the sole discretion of SLINGBID, may not register or have control over more than ONE SLINGBID member account. If a single person is found to have or maintain control over more than one account on SLINGBID, or if a household or a "group of users associated with each other" is found to have or maintain control over more than one account on SLINGBID, all accounts will be immediately suspended, all auctions the accounts have participated in will be voided, and any Bids purchased will be removed without prior warning and without any form of compensation.

During the registration process, the user must choose a username. The username may not offend common decency or infringe upon the rights of third parties. Your chosen username must not be offensive, rude, disparaging, or intended to deceive or delude other SLINGBID users. The username may also not be misleading in any way or, in SLINGBID's judgment, closely resemble the identity of an existing user. Your username may not advertise for other websites or services or otherwise violate the intellectual

property rights of any third party. If SLINGBID receives information that Your username is illegal or in breach of these Terms & Conditions as evaluated in SLINGBID's sole discretion, Your user account may be frozen until You change the username. Without prior notice to You, SLINGBID may also permanently close Your account for violating these Terms & Conditions.

You must not provide misleading information when registering. You may not collude to exchange information with other SLINGBID users. It is a condition of Your use of the Services that all the information you provide through the Services is correct, current, and complete.

You are responsible for keeping Your user account password confidential. **SLINGBID will never ask for Your password except during login. You should never provide Your password to anyone, including SLINGBID's employees.**

You agree to maintain and promptly update your user account information to keep it true, accurate, current, and complete. If you provide any information that is untrue, inaccurate, not current, or incomplete, or SLINGBID has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, SLINGBID may suspend or terminate your account or access to the Services. If you abuse your user account, whether it harms a third party or SLINGBID, you may be disqualified and, if applicable, SLINGBID may notify applicable authorities of the possibility of a crime. You are liable for all offensive or unlawful activities that You undertake when using Your user account.

ACCOUNTS AUTHORIZED TO USE THE SERVICES CANNOT BE TRANSFERRED OR USED BY ANYONE OTHER THAN THE AUTHORIZED ACCOUNT HOLDER. USE OF THIS ACCOUNT BY A PERSON OR PERSONS NOT AUTHORIZED BY SLINGBID IS STRICTLY PROHIBITED. NO MORE THAN ONE LOG-IN SESSION OR ONE AUTHORIZED ACCOUNT USER CAN BE ACTIVE AT A TIME FOR ANY ACCOUNT. ACCOUNTS WHICH HAVE BEEN TRANSFERRED IN WHOLE, PART, OR PROXY BIDDING TO OTHER PARTIES, OR SHOW OTHER ACTIVITY IN VIOLATION OF THESE TERMS & CONDITIONS, ARE SUBJECT TO IMMEDIATE TERMINATION. SLINGBID RESERVES THE RIGHT TO MAINTAIN LOGS OF ACCOUNT ACTIVITY AND TO USE SAID LOGS FOR THE PURPOSE OF DETECTING USAGE IN VIOLATION OF THESE TERMS & CONDITIONS.

SLINGBID reserves the right to at any time temporarily or permanently disqualify a user for violating these Terms & Conditions. In SLINGBID's reasonable opinion, Users will be disqualified when a user has violated any law, regulation or equitable interest in favor of a third party, such as protecting users and the Service from manipulation. Examples of the foregoing include, but are not limited to, (i) honoring bids of users who have not paid for the Bids, (ii) the use of unauthorized bidding software, or (iii) establishing several user accounts for the same person. Moreover, SLINGBID reserves the right to cancel unauthorized SLINGBID accounts or accounts

that have been inactive. Each user agrees not to hold SLINGBID responsible for any loss incurred as a result of such action.

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## Bidding / Warning

Each SLINGBID bid (a "Bid") is a limited, non-transferable, one auction (or upon SLINGBID discretion transferred to future auction) license to place one bid on a SLINGBID auction. Bids have no monetary value; are not credited against products or services on the Site; and may not be exchanged for money or any items of monetary value.

Bidding on SLINGBID can be so exciting that it's easy to get caught up in the moment and exceed Your budget, since repeated online bidding can result in high costs. Users should therefore pay attention to their bidding practices.

**SLINGBID wants you to enjoy your shopping entertainment experience and does not want you to get in over your head.** Here are some suggestions from SLINGBID to keep yourself afloat:

1. Set strict bidding limits for yourself for each auction, and stick to them;
2. Keep calm and remember that entertainment shopping is as much about the pursuit of the item, as it is about winning the item;
3. Use the features provided on the Site to only utilize the Bids within the dollar amount limit of the bidding package you purchased.

Good luck and happy bidding.

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## Bid Purchasing for Online Bidding / Payment

SLINGBID Bids must be purchased by users prior to online bidding by using the online form to register and following the prompts to purchase bid packages ("Bid Packs"). Only registered users can submit the online bids. The Bids must be paid for in advance.

By paying for Your Bids in good faith and by SLINGBID's subsequent delivery of Your Bids to Your SLINGBID account, in good faith, a contract for the purchase of Bids materializes. If a user is suspended for whatever reason, all of his/her Bids will be forfeited and the Bids will not be refunded.

Users who have won an auction are not eligible for a refund on either Bid purchases, account activation fees, or product fees if their product has been shipped by the time of request.

SLINGBID reserves the right to block access to the user account until SLINGBID receives full payment for the outstanding amount, including any fees due to a returned payment, etc. SLINGBID may withhold any outstanding deliveries until it receives full payment. The user acknowledges that the user's bank may or may not charge the user an international payment fee or other types of fees in connection with a credit card payment on the Site. It is the sole responsibility of the user to be familiar with the policies and practices of his/her bank for such fees. SLINGBID is in no way liable for additional payment fees of any kind issued to the user by the user's bank.

In SLINGBID's sole discretion, SLINGBID may make unused Bids eligible to be transferred and transfer a user's unused Bids to an upcoming auction.

SLINGBID reserves the right to sell Bids at any discounted price to specific user groups for promotional purposes. All SLINGBID users understand that they may from time to time receive unique offers to buy discounted Bids and that other users may do so as well. Similarly, users may see different product pricing, based partly on the activity characteristics of that user.

SLINGBID reserves the right, at any given time and without further notice, at SLINGBID's sole discretion, to remove any sign up or other promotional Bids added to a user's account for free.

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## Winning Limits

SLINGBID reserves the right, from time to time, to review the guidelines for any winning limits and at any time, at its sole discretion, may limit accounts from winning an excessive amount of auctions. SLINGBID attempts to limit some auctions to users of comparable skill, as determined by SLINGBID, to enhance user experience and equal chances of winning auctions. In so doing, SLINGBID may limit which auctions are available to particular users based on any factors deemed appropriate by SLINGBID in its sole discretion, including experience of the user, historical success of the user, demographic factors, prior bidding and spending activity, and other factors. In particular, SLINGBID may limit certain auctions to less experienced or successful users in any manner SLINGBID deems appropriate to optimize the overall user experience of all SLINGBID users. You acknowledge that You may be, and you consent to being, excluded from auctions at SLINGBID's discretion.

This winning limit is enforced to ensure that all users have a high quality of user experience.

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## Bid Expiration



Bids held in user accounts must be used within 365 days from the day that the Bids have entered the user account through purchased Bidpacks. If the Bids have not been used within that time, they will expire and SLINGBID shall permanently remove the expired Bids from the account.

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## Fraud and Other Restricted Behavior

You acknowledge that in order to maintain fair and honest auctions, SLINGBID retains the right to monitor and prevent any fraudulent or malicious activity on the Site. You acknowledge that you have read what these activities include, but are not limited to, in these Terms & Conditions and you agree not to engage in any of these, or any other fraudulent or malicious activities. As stated herein, SLINGBID reserves the right to temporarily or permanently suspend any user account engaged or suspected to engage in any such activities.

You may not register and make bids under a false name or with an invalid credit card. Such fraudulent conduct is a violation of federal and state laws. Fraudulent bidders may be reported to the relevant state and federal law enforcement agencies and SLINGBID will cooperate to ensure that violators are prosecuted to the fullest extent of the law.

A bidder may not resell any product or service obtained through the Site and Services, without the prior written consent from SLINGBID. Moreover, a user may not use the products to create any investment scheme, commodities contract or pool or otherwise to use SLINGBID as a product delivery mechanism for a brokered or 'middleman' agreement or obligation. If it is discovered that a user is, in fact, reselling products obtained from SLINGBID, SLINGBID reserves the right to suspend the account without further notice, voiding all auctions in which the user has participated and/or is currently participating. Additionally, the user may be required to compensate SLINGBID for any and all damages.

No user may permit or assist others to use the Services for any purpose other than that for which they are intended. A user shall not permit or assist others to abuse or fraudulently use the Services, including, but not limited to, the following:

- Obtaining or attempting to obtain service by any fraudulent means or device with the intent to avoid payment;
- Accessing, altering, or destroying any information of another SLINGBID user by any fraudulent means or device, or attempting to do so; or
- Using Services so as to interfere with the use of SLINGBID network by other users or authorized users, intentionally or not; or in violation of the law or in aid of any unlawful act.

Each user acknowledges that SLINGBID's network may only be used for lawful purposes. SLINGBID reserves the right to monitor all network activity. While using SLINGBID, each user agrees to refrain from the following prohibited acts:

- Maintaining more than one account or maintaining control or influence over more than one account;
- Infringing upon the intellectual property of SLINGBID, establishing a competing site, or otherwise copying or using the data on the Site for any reason other than bidding on products for the Bidder's own use;
- Manipulate the bidding process by placing fictitious bids, colluding with other parties to create the illusion of volume ('marking the close' or 'painting the tape'), or engaging in any other disingenuous or fraudulent activity that undermines the integrity of the online market;
- Breaching SLINGBID's terms or policies contained herein;
- Attempting to harvest or otherwise collect information about users, including email addresses;
- Attempting to upload or download any computer virus;
- Attempting to transmit via email any unsolicited advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of email solicitation to other users;
- Attempting to communicate with other users to promote or provide instructional information about illegal activities, promote physical harm, or injury against any users;
- Viewing and/or downloading or uploading pornographic photographs, videos or other pornographic media or stories; and
- Attempting to attack other people's internet connections, Web Sites or computers, or damage or deface anyone else's Web Site.

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## Collusion / Team Play

SLINGBID strictly forbids any kind of collusion or team play on the Site in connection with the Services. By definition, this includes, but is not limited to, two or more members working together as a team, or creating the impression that there are more people involved than there actually are and competing to win an auction.

SLINGBID does not allow two members that know, or are associated with, each other to participate in the same auction. Two members that know, or are associated with, each other, participating in the auction, are by definition engaging in team play, and shall automatically lose their right to purchase the item or receive any of their spent bids back.

SLINGBID reserves the right to disqualify, in its sole discretion, any users SLINGBID suspects to be working in a team by voiding all their wins and freezing their accounts. SLINGBID shall not credit funds or Bids, nor shall SLINGBID transfer the user's bids

into other accounts. If a user is found to have violated these Terms & Conditions, the user shall immediately pay SLINGBID for any free Bids provided to and used by the user, including those provided in the past, at the bid's current selling price.

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## Password / Equipment

You may not disclose your username and password to any third party and You agree that you are solely responsible for any use of or action taken under Your account. Your password may be used only to access and use the Services. If Your user credentials and/or password are compromised or otherwise disclosed, You must notify SLINGBID and change your password immediately, in order to minimize Your risk of loss.

You are responsible for providing and maintaining all equipment necessary to use the Services, including, without limitation, computer hardware and software, modems, network or Wi-Fi connections and telephone service. Further, You are solely responsible for (i) maintaining the security of Your personal information, including, without limitation, account and login information, passwords, and financial information; (ii) all telephone and toll charges which may apply to Your account depending on your location; and (iii) any other charges resulting from the use of Your account.

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## Investigation of Violations

We may investigate any violation of these Terms & Conditions, our policies or guidelines, or any complaints and take any action that we deem appropriate and reasonable under the circumstance to protect our Site, systems, facilities, users and/or third parties. Our actions may include, but are not limited to, issuing warnings, suspension or termination of the Services or any user accounts, and/or removal of or disabling access to content hosted on SLINGBID's Site. We reserve the right and have absolute discretion to remove or disable access, screen, or edit any content that violates these provisions or is otherwise deemed objectionable by SLINGBID's standards. SLINGBID also reserves the right to report any activity that it suspects violates any state, federal, city or local law or regulation to the appropriate law enforcement officials.

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## License

By using the Services and submitting any information or materials to SLINGBID ("Licensed Materials"), You hereby grant SLINGBID a non-exclusive, worldwide, royalty-free, irrevocable, and sub-licensable right to use, reproduce, modify, display,

and distribute the Licensed Materials, in any existing or future media, known or unknown. Any Licensed Materials you provide to SLINGBID will be considered non-confidential and non-proprietary. You agree not to use the Services to send, knowingly receive, upload, download, use or re-use any material which does not comply with these Terms & Conditions, including the Content Standards set forth herein. You acknowledge and warrant that you have the right and authority to provide such license to SLINGBID. You understand and acknowledge that You are responsible for any Licensed Materials You submit or contribute, and You, NOT SLINGBID, have full responsibility for such content, including its legality, reliability, accuracy and appropriateness. SLINGBID is not responsible, or liable to any third party or any other user of the Services, for the content or accuracy of any Licensed Materials You post. SLINGBID has the right to disclose Your identity or other information about You to any third party who claims that material You posted violates their rights, including their intellectual property rights or their right to privacy.

You understand and agree that SLINGBID and/or its licensors hold all right, title, and interest to the Services and all intellectual property, material, content, and features provided through the Services, and the design, selection, and arrangement thereof. The foregoing applies regardless of (i) the form of intellectual property, (ii) how it was provided to You, or (iii) Your geographical location. You understand and agree that you may only use the content available provided to you through the Services, unless otherwise expressly provided by SLINGBID. You may not conduct the following activities through the Services: (i) any resale or commercial use of the Site or Services, (ii) the collection and use of any e-mail or user information, ratings, or listings; (iii) making derivative uses of the Site and its contents; or (iv) use of any data mining, robots, or similar data gathering and extraction methods.

You agree not to make use of any other users' information other than as necessary to participate in the Site and to complete any transaction in which You are involved. Specifically, You agree that with respect to any information disclosed to You by SLINGBID regarding another user of the Services, You only will use such information, unless otherwise authorized, (i) to complete transactions originating from the Site, including the use of third-party services, (ii) for communications with SLINGBID, or (iii) as permitted by the corresponding user identified in such information. You agree not to disclose any user information disclosed to You by SLINGBID, except as provided by these Terms & Conditions, or with our written consent. You further agree not to use any information accessible from the Site for purposes of solicitation, advertisement, or spamming, or in order to harass, threaten, harm, invade the privacy or publicity rights, abuse, inflame or otherwise behave in an objectionable manner.

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## Content Standards

Your Licensed Materials shall not:

- Contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable;
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person;
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability, under applicable laws or regulations or that otherwise may be in conflict with these Terms & Conditions or SLINGBID's Privacy Policy;
- Be likely to deceive any person;
- Promote any illegal activity, or advocate, promote, or assist any unlawful act;
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person;
- Impersonate any person, or misrepresent Your identity or affiliation with any person or organization;
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising; and
- Give the impression that they emanate from or are endorsed by SLINGBID or any other person or entity, if this is not the case.

SLINGBID has the right to remove or refuse to post on the Service any Licensed Materials for any or no reason in its sole discretion. However, SLINGBID cannot review all Licensed Materials before they are posted on its Site, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, SLINGBID assumes no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party. SLINGBID has no liability or responsibility to anyone for performance or non-performance of the activities described in this Section.

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## How Auctions Work

An auction starts with a set time on the clock. With each Bid a user's submits, the price of the item on which the user is bidding increases by pre-specified increments, depending on the item being auctioned. When a specific amount of bids has been reached, the clock will be reduced by a predetermined amount of time. As a final feature, when the auction is drawing to a close, at a preset point, for each bid placed, time will be added to the clock in a dynamic closing process. When the time runs out (zero seconds), the last one to bid will win the right to purchase the auctioned item at that winning price. The countdown time for each of the auctions is shown on the auction details.

The user demonstrated his/her skill by placing the last bid before the clock runs out in a timely manner, thereby becoming the winning bidder in the auction. The user shall

have an opportunity to purchase the item for the winning value only after the auction has concluded and the winning bidder has followed all the steps required in the Congratulatory page or email.

The user who is the last to bid wins the right to purchase the auction item at the winning price. All other Bids on the item expire and will not be refunded unless specified by SLINGBID. The last bidder is determined based on the records in SLINGBID's database and SLINGBID's decision regarding the identity of the last bidder is final. If a Bid is placed too late, a Bid does not reset the timer of an auction or is not correctly registered by the system, it is then invalid. Even though this bid may be the last bid on an auction, it is the last bid on an auction that wins the auction.

An invalid bid is one where the auction timer is not reset after the bid has been placed. SLINGBID recommends its users to always bid at least a few seconds prior to the auction timer reaches zero, as otherwise the bid might be reflected as accepted by the system, but in reality be received too late.

SLINGBID is not responsible for third party abuse and manipulation of the SLINGBID service, for example, if other users create chaos on the Site, which then results in lost bids. In that case, and other cases of third party abuse, SLINGBID is not responsible.

SLINGBID is constantly attempting to maintain fairness and balance in its auctions, therefore, at SLINGBID's sole discretion, some new users or users who have lost auctions, may receive special promotions, access to special auctions, and/or free Bids through site features. This is designed to maintain fair practices and helps balance and create a great auction experience for all users.

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## **Notification of the Win / Acceptance of the Win / Payment**

After the auction has ended, the last bidder ("Winner") who is logged on with SLINGBID will see a 'Congratulations Page' displayed, along with all of the important information such as the product or service redemption details, etc, the same which will identify the win (the "Win"). The user must actively confirm the Win by following the steps indicated on the Win page or elsewhere on the Services. The Winner will also receive a notification of the Win via e-mail with a request for payment.

Orders may be subject to sales tax (when applicable and required by law) and the Winner will be solely liable for any and all such taxes upon redemption of the product or service.

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## No Questions Asked, 100% Money Back Guarantee / Bidpack

SLINGBID is happy to accommodate you in issuing a full refund “no questions asked, 100% money back guarantee” on your Bidpack purchase. In order to receive a full refund on your purchase of a Bidpack, the Bidder must request said refund in writing, via email AND Slingbid must receive the Bidder’s request for a refund **at least 72 hours prior to the commencement of the next SLINGBID auction**. Bidders may email their requests to SLINGBID to: [support@SLINGBID.com](mailto:support@SLINGBID.com). The refund will be credited back to the Bidder within 14 business days.

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## No Questions Asked, 100% Money Back Guarantee / Item Purchased

SLINGBID is happy to accommodate you in issuing a full refund “no questions asked, 100% money back guarantee” on your item purchased. In order to receive a full refund on your item purchased, the Bidder must request said refund in writing via email, Slingbid must receive the Bidder’s request for a refund **within 365 days from the close of the auction (date of purchase) AND the Bidder must not have received any part of the Service or item**. Bidders may email their requests to SLINGBID to: [support@SLINGBID.com](mailto:support@SLINGBID.com). The refund will be credited back to the Bidder within 14 business days.

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## Delivery

SLINGBID shall effectuate its delivery of the service You won by providing said service to You on the date of Your choice, which shall not exceed 365 days from the date You won or purchased the item, whichever is later. Accordingly, Your receipt of the service shall be evidenced by Your participation in the service and the conclusion of the service shall terminate any and all further obligation from SLINGBID to You.

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## Right of Substitution

Subject to the cancellation and refund policy specified herein, SLINGBID may substitute another similar item of the same general character or function, provided it has the same or higher retail value.

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## Manufacturer's Warranty and Disclaimer

WARRANTIES RELATING TO PRODUCTS OR SERVICES OFFERED, SOLD, OR DISTRIBUTED BY SLINGBID OR THROUGH THE SERVICES ARE SUBJECT TO EACH SEPARATE VENDOR'S WARRANTY, TERMS AND CONDITIONS, IF ANY, PROVIDED WITH OR IN CONNECTION WITH THE APPLICABLE PRODUCTS OR SERVICES. YOU AFFIRM THAT SLINGBID SHALL NOT BE LIABLE, UNDER ANY CIRCUMSTANCES, FOR ANY BREACH OF WARRANTY CLAIMS OR FOR ANY DAMAGES ARISING OUT OF THE SEPARATE VENDOR'S FAILURE TO HONOR ITS WARRANTY OBLIGATIONS TO YOU.

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## Limitation of Liability

IN NO EVENT WILL SLINGBID, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, PERSONNEL, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES INCURRED BY YOU, UNDER ANY THEORY OF LIABILITY AND HOWEVER IT MAY BE CAUSED, EVEN IF FORESEEABLE, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOSS OF GOODWILL OR REPUTATIONAL HARM, DATA LOSS, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR BREACH OF THESE TERMS, YOUR USE, OR INABILITY TO USE, THE SERVICE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICE, OR SUCH OTHER WEBSITES, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SERVICE OR SUCH OTHER WEBSITES. THIS LIMITATION INCLUDES, BUT IS NOT LIMITED TO, ANY DAMAGE OR HARM CAUSED BY INACCURACY OF THE DATA OR SERVICES PROVIDED (OR YOUR RELIANCE ON SUCH DATA OR SERVICES), CHANGES TO THE SERVICES, PERMANENT REMOVAL OF CONTENT FROM THE SERVICES (INCLUDING LICENSED MATERIAL), OR BREACHES OF THESE TERMS BY YOU. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. EXCEPT AS PROVIDED ABOVE, SLINGBID'S SOLE AND MAXIMUM LIABILITY FOR ANY REASON, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORDS, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR TORTIOUS BEHAVIOR, OR UNDER ANY OTHER CAUSE OF ACTION, WHETHER IN LAW OR EQUITY, AND FOR ANY DAMAGES ARISING HEREUNDER, AND YOUR SOLE AND EXCLUSIV REMEDY FOR ANY CAUSE OF ACTION WHATSOEVER, SHALL BE STRICTLY LIMITED TO THE ACTUAL AMOUNT PAID BY OR ON BEHALF OF THE USER TO SLINGBID FOR



THE PRODUCT OR SERVICE GIVING RISE TO THE DAMAGE THAT YOU HAVE ORDERED THROUGH USE OF THE SERVICES.

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## **WARNING - Seizures**

Due to the flashing elements on the website, some users may experience seizures or loss of awareness or other symptoms linked to an epileptic condition, even if they have never experienced anything like this before.

Anyone who has experienced such symptoms should consult a doctor before using the Site.

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## **Disclaimer of Warranties**

THE SERVICES AND ALL CONTENT AND INFORMATION CONTAINED WITH THE SERVICES ARE OFFERED BY SLINGBID, ITS AGENTS, OR SERVICE PROVIDERS "AS IS" WITHOUT ANY WARRANTY OR CONDITION OF ANY KIND (EXPRESS OR IMPLIED). USE OF THIS SERVICE IS AT YOUR SOLE RISK. SLINGBID DOES NOT WARRANT THE SERVICE AGAINST FAILURE OF PERFORMANCE INCLUDING, WITHOUT LIMITATION, ANY FAILURE DUE TO COMPUTER HARDWARE OR COMMUNICATION SYSTEMS, OR THAT THE SITE OR THE SERVICES WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE, OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, SLINGBID DOES NOT MAKE AND HEREBY DISCLAIMS, AND YOU HEREBY WAIVE, ANY REPRESENTATIONS OR WARRANTIES, ARISING BY LAW OR OTHERWISE, REGARDING THE SERVICES, OR ANY PORTION THEREOF, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE IN TRADE. FURTHER, SLINGBID DOES NOT WARRANT AND MAKES NO REPRESENTATIONS THAT THE SERVICE (OR ANY PORTION THEREOF) WILL MEET YOUR NEEDS OR EXPECTATIONS OR WILL CONTAIN INFORMATION THAT IS CURRENT, ACCURATE, OR SHOULD BE RELIED UPON. YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, THE SERVICES, AND LINKED WEBSITES. SLINGBID DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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## Your Indemnity

YOU HEREBY RELEASE, AND AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY SLINGBID ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, SUCCESSORS, AND ASSIGNS AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, SUITS, LIABILITIES, DAMAGES, SETTLEMENTS, PENALTIES, FINES, COSTS, OR EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, COURT COSTS, AND OTHER LITIGATION EXPENSES) ARISING OUT OF OR RELATING TO (I) YOUR VIOLATION OR BREACH OF ANY TERM, CONDITION, REPRESENTATION OR WARRANTY OF THESE TERMS; (II) YOUR IMPROPER OR ILLEGAL USE OF THE SERVICES; (III) YOUR VIOLATION, ALLEGED VIOLATION, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT (INCLUDING, WITHOUT LIMITATION, TRADEMARK, COPYRIGHT, PATENT, TRADE SECRETS) OR NON-PROPRIETARY RIGHT OF A THIRD PARTY; OR (IV) YOUR USE OR ACCESS OF THE SITE, THE SERVICES, OR ACCESS BY ANYONE ACCESSING THE SERVICES USING YOUR USERNAME AND PASSWORD.

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## Termination

These Terms & Conditions will continue until either party chooses to terminate them. This may be done by You at any time upon (i) receipt by SLINGBID of written notice of your termination, and (ii) your ceasing to use and access the Service immediately. If you access or use the Service after providing notice to SLINGBID, you are assenting to these Terms & Conditions anew. Termination of these Terms by either Party shall terminate any rights You may have to use any content or Services provided. Any licenses provided to SLINGBID to use Licensed Material shall remain in effect, unless otherwise agreed to in writing by the Parties.

In its sole discretion, SLINGBID may terminate these Terms & Conditions or prohibit or suspend Your access to the Services at any time. Termination or suspension may occur for reasons set forth in these Terms & Conditions, including, without limitation, if: (i) your use of the Service violates this Agreement or any applicable policy or guideline, is potentially illegal or harmful to SLINGBID or any other party, or could subject SLINGBID to liability or additional expense; (ii) providing the Service becomes technically or commercially unfeasible; or (iii) You fail to pay any charges due to SLINGBID.

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## Dispute Resolution – Agreement to Arbitration and Waiver of Class Rights

You and SLINGBID agree that any legal disputes or claims arising out of or relating to these Terms (including but not limited to the Services, use of the Services, or the interpretation, enforceability, revocability of the Terms, or the arbitrability of any disputes or claims) that cannot be resolved informally shall be submitted to binding arbitration in the state in which the Terms were performed. The arbitration shall be conducted by the American Arbitration Association under its Consumer Arbitration Rules, a copy of which can be obtained at:

<https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>

or as otherwise mutually agreed by you and SLINGBID. Any judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be brought within the time required by applicable law. You and SLINGBID agree that any claim, action, or proceeding arising out of or relating to the Terms must be brought in your individual capacities, and not as plaintiffs or class members in any class, collective, or representative proceeding. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a class, collective, or representative proceeding. YOU ACKNOWLEDGE AND AGREE THAT YOU AND SLINGBID ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

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## Applicable Law

This Terms & Conditions Agreement and Your use of SLINGBID shall be governed by the laws of the United States of America and the State of Arizona, without reference to rules governing choice of laws. Without in any way limiting the "Dispute Resolution" requirements set forth above, any court proceeding related to this website, the Services or these Terms & Conditions may be brought only in a federal or state court sitting in Arizona. You agree to accept the jurisdiction of such courts.

VOID OUTSIDE OF THE UNITED STATES. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. If You open an account or participate in auctions offered by SLINGBID while located in a prohibited jurisdiction, You will be in violation of the law and these Terms & Conditions and will be subject to having Your account suspended or closed permanently. UNDER NO CIRCUMSTANCES, SHALL SLINGBID BE LIABLE AS A RESULT OF YOUR VIOLATION OF THE LAWS APPLICABLE TO YOUR JURISDICTION THAT RESTRICT OR PROHIBIT YOUR PARTICIPATION IN SLINGBID'S SERVICES.

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## Compliance with Laws / Taxes

You shall at all times comply with all applicable laws and regulations regarding the use of the Services, Your bidding on and purchase of, items through the Services. You hereby indemnify and hold SLINGBID harmless from Your failure to so comply. You agree that SLINGBID shall not have to perform any obligations set forth in this Agreement if such performance would violate any present or future law, regulation, or policy of any applicable government.

Should SLINGBID.com be required to collect/remit any state sales tax or any other taxes, including, but not limited to, Federal Excise Tax, for Your purchase of the Winning item, You agree to pay said applicable taxes at the time of payment for Your Winning item.

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## No Agency

SLINGBID is not the agent, fiduciary, trustee or other representative of you. Nothing expressed or mentioned in or implied from this Agreement is intended or shall be construed to give to any person other than the Parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement. This Agreement and all of the representations, warranties, covenants, conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the Parties hereto.

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## External Links

Our website may contain links to other websites operated by third parties, and these sites may likewise contain links to other websites. These links are provided strictly for Your convenience and do not constitute an endorsement or approval of these websites. We assume no liability for the content of external links. The operators of the sites linked to and from this site are solely responsible for their contents. We cannot take any responsibility for the content, protection, or privacy guidelines of third-party websites.

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## Severability

Should any clause or provision hereof be deemed invalid, void or unenforceable either in its entirety or in a particular application, the remainder of these Terms & Conditions shall nonetheless remain in full force and effect and, if the subject term or provision is deemed to be invalid, void or unenforceable only with respect to a particular application, such term or provision shall remain in full force and effect with respect to all other applications. Further, if any provision of these terms is found by a

court of competent jurisdiction to be invalid, the Parties nevertheless agree that the court should endeavor to give effect to the Parties' intentions as reflected in the provision and the other provisions of these Terms & Conditions shall remain in full force and effect.

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## Claim Limitation

Subject to the Dispute Resolution – Agreement to Arbitration and Waiver of Class Rights Section, you agree regardless of any statute or law to the contrary, that any claim or cause of action arising out of or relating to the Site, the Services, or these Terms must be filed within one (1) year after such claim of action arose or be forever barred.

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## Force Majeure

SLINGBID shall not be liable or responsible to you, nor be deemed to have defaulted or breached these Terms, for any failure or delay in its performance under these Terms & Conditions when and to the extent such failure or delay is caused by or results from acts or circumstances beyond our reasonable control, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to our workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

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## No Waiver

You understand and agree no waiver by SLINGBID of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of SLINGBID or any SLINGBID affiliate to enforce their rights under these Terms & Conditions at law will not be considered a waiver of such rights.

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## Notices

To You. SLINGBID may provide any notice to you under these Terms & Conditions by: (i) sending a message to the email address you provide, or (ii) by posting to the Service. Notices sent by email will be effective when SLINGBID sends the email and

notices SLINGBID provides by posting will be effective upon posting. It is your responsibility to keep your email address current.

To SLINGBID. You must provide any notice to SLINGBID, as follows: (i) overnight courier or registered or certified mail to: SLINGBID, LLC, P.O. Box \_\_\_\_\_, Scottsdale, AZ; or (ii) by email at: [support@SLINGBID.com](mailto:support@SLINGBID.com). SLINGBID may update its addresses for notices by posting a notice on the Service. Notices provided by overnight courier or email will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

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## Entire Agreement

These terms constitute the entire agreement of the Parties with respect to the subject matter hereof and supersedes and cancels all prior and contemporaneous agreements, claims, representations, and understandings of the Parties in connection with the subject matter hereof.