

Terms of Use

Welcome to GameSlam, an application provided by TradeGuru, Inc.

We hope you find our online marketplace helpful. These Terms of Use establish a legally binding contract between you and TradeGuru, Inc., having a business address of 15245 Highway 56 West, Suite 100, Sherman, Texas 75092 ("TradeGuru" or "us") and set forth the terms under which TradeGuru offers you access to and use of our GameSlam websites, mobile apps and other services are incorporated into these Terms of Use. You agree to comply with these Terms of Use when accessing or using our services, including when browsing our websites and mobile apps. We may amend these Terms of Use at any time by posting the amended terms on the TradeGuru and/or GameSlam website. Our right to amend these Terms of Use includes the right to modify, add to, or remove provisions in the Terms of Use. Notice of the amended terms on the TradeGuru website. Your continued access or use of our Services constitutes your acceptance of the amended terms. These Terms of Use may not otherwise be amended except through mutual agreement by you and TradeGuru. These Terms of Use set forth the entire understanding and agreement between you and TradeGuru and supersede all prior understandings and agreements of the parties. License. By providing GameSlam with content, or by causing content to be posted using our Services, you grant GameSlam, and thus TradeGuru, a non-exclusive, worldwide,

royalty-free, irrevocable, sub-licensable, perpetual license to use, display, copy, edit, modify, produce, distribute, store and prepare derivative works from that content. Â

Use.

In Connection with using or accessing the Services you agree not to do any of the following: - breach or circumvent any laws third-party rights or our Terms of Use;

- use our Services if you cannot form legally binding contracts (for example, if you are under the age of 18), or if we suspended or terminate your use of our Services;
- interfere with any other user's posted content;
- post false, inaccurate, misleading, defamatory, or libelous content;
- distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes;
- use any robot, spider, scraper, or other automated means to access our Services for any purpose; Â
- interface with the working of our Services, or impose an unreasonable or disproportionately large load on our infrastructure;
- reproduce, perform, display, distribute, reverse engineer, or prepare derivative works from content that belongs to or is licensed to TradeGuru and/or GameSlam, or that comes from the Services and belongs to another GameSlam user to or to a third party, including works covered by any copyrights, trademark, patent, or other intellectual property right, except with prior express

permission of TradeGuru and/or any other party holding the right to license such use;

- commercialize purposes; Â
- harvest or otherwise collect information about users without their consent; or
- circumvent any technical measures we use to provide the Services. If

we believe you are abusing our Services in any way, we may in our sole discretion and without limiting other remedies, limit, suspend, or terminate your access to our Services, remove any special status associated with your account(s), remove and demote posted content, reduce or eliminate any discounts, and take technical and/or legal steps to prevent you from using our Services. Content that violates any of TradeGuru's policies may be deleted at TradeGuru's sole discretion.

We may cancel unconfirmed accounts or accounts that have been inactive for a long time or modify or discontinue our Services.

Additionally, we reserve the right to refuse or terminate all or part of our Services to anyone for any reason at our discretion.

If you create or use an account on behalf of a business entity, you represent that you are authorized to act on behalf of such business and bind the business to these Terms of Use. Â Such account is owned and controlled by the business entity. Â No agency, partnership, joint venture, employee-

employer or franchiser-franchisee relationship is intended or created by these Terms of Use.

Fees.

You authorize us to charge TradeGuru and/or GameSlam fees and applicable taxes associated extent permitted by law, fees are nonrefundable, even for posted content we remove.

You must have a payment method on file when posting content on GameSlam and pay all fees and applicable taxes associated with our Services by the payment due date. If your payment method fails or your account is past due, we may collect fees owed by charging other payment methods on file with us and/or by retaining collection agencies and legal counsel.

TradeGuru, or the collection agencies we retain, we may also report information about your delinquencies in your account to credit bureaus, which may be reflected in your credit reprot. Â

Limited Use of User Information.

If TradeGuru and/or GameSlam provides information about another user, you agree you will only use the information for the purposes it is provided to you. You agree not to disclose, sell, rent, or distribute another user's information to a third party for purposes unrelated to the Services. Â

Further, you agree purposes, via electronic or other means unless you obtain the consent of the specific user to do so.

Disclaimer.

You agree that you making use of our Services at your own risk, and that they are being provided to you on an "AS IS" and "AS AVAILABLE" basis.

ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE EXCLUDE ALL EXPRESS OR IMPLIED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. In addition, to the extent permitted by applicable law, we (including our officers, directors, agents and employees) are not liable, and you agree not hold us responsible, for any damages or losses (including, but not limited to , loss of money, goodwill or reputation, profits, or other intangible losses or any special, indirect, or consequential damages) related to:

- your use of your inability to use our Services;
- delays or disruption in our Services;
- viruses or other malicious software obtained by accessing or linking to our Services;
- glitches, bugs, errors, or inaccuracies of any kind in our services; Â
- damage to your hardware device from the use of our Services;
- the content, actions, or inactions of third parties, including items listed using our Services;

- a suspension or other action taken with respect to your account;
- the duration or manner in which your listings appear in search results; or
- your need to modify practices, content, or behavior or your loss of or inability to do business, as a result of changes to these Terms of Use or our policies.

Some jurisdiction do not allow the disclaimer of warranties or exclusion of damages, so such disclaimers and exclusions may not apply to you.

Regardless of the previous paragraphs, if we are found to be liable, in no event shall our liability to you or to any third party be greater than \$100 or the amount of fees in dispute, not to exceed the total fees you paid to us in the 12 months prior to the action giving rise to the liability. Â

Release.

If you have a dispute with or involving one or more users, you release us (including our officers, directors, employees and agents) from claims, demands and damages (actual and consequential) of every kind and nature, known an unknown, arising out of or in any way connected with such disputes.

In entering into this release you expressly waive any protections (whether statutory or otherwise) that would otherwise limit the coverage of this release to include only those claims of which you may know of suspect to exist in you favor at the time of agreeing to this release.

Indemnity.

You will indemnify and hold us (and our officers, directors, employees and agents) harmless from any claim or demand, including reasonable legal fees, made by any third party due to, related to, or arising out of your breach of Services or your improper use of our Services or your breach of any law or the rights of a third party.

Legal Disputes.

YOU AND TRADEGURU AGREE THAT ANY CLAIM OR DISPUTE AT LAW OR EQUITY THAT HAS ARISEN OR MAY ARISE BETWEEN US RELATING IN ANY WAY TO OR ARISING OUT OF THIS OR PREVIOUS VERSIONS OF THE TRADEGURU TERMS OF USE, OR YOUR USE OF OR ACCESS TO THE SERVICES, WILL BE RESOLVED IN ACCORDANCE WITH THE PROVISIONS SET FORTH IN THIS LEGAL DISPUTES SECTION. Â

A. Applicable Law.

You agree that, except to the extent inconsistent with or preempted by federal law, law of the State of Texas, without regard to principles of conflict of laws, will govern these Terms of Use and any claim or dispute that has arisen or may arise between you and TradeGuru. Â

A. Agreement to Arbitrate.

You and TradeGuru each agree that any and all disputes or claim that have arisen or may arise between you and

TradeGuru relating in any way to or arising out of this or previous version of the Terms of Use, or your use of or access to TradeGuru's and Gameslam's Service, shall be resolved exclusively through final and binding arbitration, rather than in court.

Alternatively, you may assert your claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non- representative) basis.

The Federal Arbitration Act governs the interpretation and enforcement of this Agreement to Arbitrate.

1. Prohibition of Class and Representative Actions and Non- Individualized Relief.

YOU AND TRAGEGURU AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFFOR CLASS MEMBERS IN ANY PURPORTED CLASS OR REPRESINTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND TRAGEGURU AGREE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PERSIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY IN FAVOR

OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT AFFECT OTHER USERS.

1. Arbitration Procedures

Arbitration uses a instead of a judge or jury, and court review of an arbitration award is very limited. However, an arbitrator can award the same damages and relief on an individual basis that a court can award to an individual. Â

An arbitrator should evaluate the Terms of Use as a court would. All issues are for the arbitrator to decide, except that issues relating to arbitrability, the scope or enforceability of this Agreement to Arbitrate, or the interpretation of Section 1 of this Agreement to Arbitrate ("Prohibition of Class and Representative Actions and Non-Individualized Relief"), shall be for a court of competent jurisdiction to decide.

The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules and - procedures, including the AAA's Consumer Arbitration Rules (as applicable), as modified by this Agreement to Arbitrate. The AAA's rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. The use of the word "arbitrator" in this provision shall not be construed to prohibit more than one arbitrator from presiding over an arbitration: rather, the AAA's rules will govern the number of arbitrators that may

preside over an arbitration conducted under this Agreement to Arbitrate.

A party who intends to seek arbitration must first send to the other, by certified mail, a completed form Notice of Dispute ("Notice"). A The Notice to TradeGuru should be sent to TradeGuru, Inc., Re: Notice of Dispute, 15245 Highway 56 West, suite 100, Sherman, Texas 75092. A TradeGuru will send any Notice to you to the email address we have on file associated with your GameSlam account; it is your responsibility to keep your physical address up to date. Â The Notice should include a description of the nature and basis of the claims the party is asserting and the relief sought.

If you and TradeGuru are unable to resolve the claims described in the Notice within 30 days after the Notice is sent, you or TradeGuru may initiate arbitration proceedings. A form for initiating arbitration proceedings is available on the AAA's site at www.adr.org . In addition to filing this form with the AAA in accordance with its rules and procedures, the party initiating the arbitration must mail a copy of the completed form to the opposing party. Any settlement offer made by you or TradeGuru shall not be disclosed to the arbitrator.

The arbitration hearing shall be held in the country in which you reside or at another mutually agreed location. If the value

of the relief sought is \$10,000 or less, you or TradeGuru may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and TradeGuru subject to the arbitrator's direction to require an in-person hearing, if the circumstances warrant. Â In cases where an in-person hearing is held, you and/or TradeGuru may attend by telephone, unless the arbitrator requires otherwise. Â

The arbitrator will decide the substance of all claims in accordance with applicable law, including recognized principles of equity, and will honor all claims of privilege recognized by law. Â The arbitrator shall not be bound by rulings in prior arbitrations involving different users, but is bound by rulings in prior arbitrations involving the same TradeGuru and/or GameSlam user to the extent required by applicable law. The arbitrator's award shall be final and binding and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

1. Costs of Arbitration.

Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules, unless otherwise stated in this agreement to Arbitrate.

1. Severability.

With the exception of any of the provisions in Section 1 of the this Agreement to arbitrate (“Prohibition of Class and Representative Actions and Non-Individualized Relief”), if an arbitrator or court decides that any part of this Agreement to Arbitrate is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. If an arbitrator or court decides that any of the provisions in Section 1 of this Agreement to Arbitrate (“Prohibition of Class and Representative Actions and Non-Individualized Relief”) is invalid or unenforceable, then the entirety of this Agreement to Arbitrate shall be null and void. The remainder of these Term of Use and its Legal Disputes Section will continue to apply.

1. Opt-Out Procedure.

YOU CAN CHOOSE TO REJECT THIS AGREEMENT TO ARBITRATE (“OPT-OUT”) BY MAILING US A WRITTEN OPT-OUT NOTICE (“OPT-OUT NOTICE”). THE OPT-OUT NOTICE MUST BE POSTMARKED ON LATER THAN 30 DAYS AFTER THE DATE YOU ACCEPT THE TERMS OF USE FOR THE FIRST TIME. YOU MUST MAIL THE OPT-OUT NOTICE TO TRADEFURU INC., RE: OPT-OUT NOTICE TO, 15245 Highway 56 West, Suite 100, Sherman, Texas 75092. Â

In the Opt-Out Notice, you must include your name, address (including street address, city, state and zip code), and the user ID(s) and email address(es) associated with the TradeGuru account(s) to which the opt-out applies. You must sign the Opt-Out Notice for it to be effective. This procedure is the only way you can opt out of the Agreement to Arbitrate. If you opt out of the Agreement to Arbitrate, all other parts of these Terms of Use and its Legal Disputes Section will continue to apply to you. Opting out of this Agreement to Arbitrate has no effect on any previous, other, or future arbitration agreements that you may have with us.

1. Future Amendments to the Agreement to Arbitrate.

Notwithstanding any provision in these Terms of Use to the contrary, you and we agree that if we make any amendment to this Agreement to Arbitrate (other than an amendment to any notice address or site link provided herein in the future, that amendment shall not apply to any claim that was filed that was filed in a legal proceeding against TradeGuru prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims governed by the Agreement to Arbitrate that have arisen or may arise between you and TradeGuru.

We will notify you of amendments to this Agreement to Arbitrate by posting the amended terms on the TradeGuru and/or GameSlam website at least 30 days before the

effective date of the amendments and by providing notice by email. If you do not agree to these amended terms, you may close your account within 30 day period and you will not be bound by the amended terms. Â

A. Judicial Forum for legal Disputes.

Unless you and we agree otherwise, in the event that the Agreement to Arbitrate above is found not to apply to you or to a particular claim or dispute, either as a result of your decision to opt out of Agreement to Arbitrate or as a result of a decision by the arbitrator or a court order, you agree that any claim or dispute that has arisen or may arise between you and TradeGuru must be resolved exclusively by a state or federal court located in Dallas, Texas. You and TradeGuru agree to submit to the personal jurisdiction of the courts located within Dallas, Texas for the purpose of litigating all such claims or disputes.

General.

If any provision of these Terms of Use is held to be invalid, void or for any reason unenforceable, such provision shall be struck out and shall not affect the validity and enforceability of the remaining provisions.Â

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or

similar breaches. We do not guarantee we will take action against all branches of these Terms of Use.