

## **TERMS OF USE**

The terms and conditions listed below (the "Terms") are intended to make you aware of your legal rights and responsibilities with respect to your access to and use of the SlamAd mobile application and website (collectively, the "Application"). By accessing or using the Application, you agree to be bound by these Terms. IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT USE OR ACCESS THE APPLICATION.

These Terms constitute the complete agreement between you and SlamAd.com, Inc. ("SlamAd," "we" or "us") regarding the Application. We may change the Terms at any time by posting a revised Terms of Use on this webpage or in the mobile application. Such changes will be effective upon posting. Please read the entire Terms carefully.

This Application is based in the United States. SlamAd makes no claims concerning whether the Application and/or the content may be viewed, downloaded, viewed, or appropriate for use outside of the United States. If you access the Application or the content from outside of the United States, you do so at your own risk.

THIS AGREEMENT INCLUDES A MANDATORY ARBITRATION AGREEMENT, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY CLAIM (DEFINED IN SECTION 14) TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. IF YOU WANT TO OPT-OUT OF THIS MANDATORY ARBITRATION AGREEMENT, SECTION 14 DESCRIBES THE PROCEDURES YOU MUST FOLLOW. THE ARBITRATION AGREEMENT ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY CLAIM INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION.

### **1. Eligibility**

The Application is not intended for children under the age of 13 and no person under the age of 13 may use the Application. If you use the Application, you are representing and affirming that you are at least 13 years old.

### **2. Registration**

You must register to use certain features of the Application. Use of any personal information you provide to us during the account creation process is governed by our [Privacy Policy](#). Your account is for your sole, personal use. You are entirely responsible for maintaining the confidentiality and security of your account and you are responsible for all changes and updates submitted through your account and all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account by sending an email to [info@slamad.com](mailto:info@slamad.com). We reserve the right to suspend access to or close your account at any time for any or no reason.

In creating an account, you represent that all information provided to us is true, accurate and correct. You may not impersonate someone else, create or use an

account for anyone other than yourself, provide an email address or mobile telephone number other for one in which you are the current subscriber, or create multiple accounts except as otherwise authorized by us. If we discover that any information provided in connection with your account is inaccurate or false, we may suspend or terminate your account at any time.

### **3. Privacy**

You should review our [Privacy Policy](#) for an explanation of our collection and use of your information when you use the Application, as you will be bound by the terms of our [Privacy Policy](#).

### **4. Use of the Application**

You may use the Application solely for personal and non-commercial purposes. Keep in mind that all applicable laws, rules and regulations and any agreements or terms with third parties to which you are subject still apply.

In order to access and use the features of the Application, you acknowledge and agree to provide SlamAd with certain profile and contact information, including your mobile telephone number. When providing this information, you must provide accurate and complete information. You may only provide a mobile telephone number for which you are the current subscriber.

You may give SlamAd permission to access your contact list and/or address book for mobile telephone numbers in order to make use of such information in the Application. You must notify SlamAd immediately of any breach of security or unauthorized use of your mobile device. Although SlamAd will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of SlamAd or others due to such unauthorized use.

You agree not to use or launch any automated system or software, including without limitation, "robots," "spiders," "offline readers," etc. or "load testers" such as wget, apache bench, mswebstress, httpload, blitz, Xcode Automator, Android Monkey, etc., that accesses the Application in a manner that sends more messages to the SlamAd servers in a given period of time than a human can reasonably produce in the same period through ordinary use of the Application.

### **5. License to SlamAd for Your Content**

You own all content you submit through the Application, including but not limited to profile or contact information, photos, content of text messages, and any other materials ("Your Content"). By submitting Your Content you hereby irrevocably grant us a perpetual, world-wide, non-exclusive, royalty-free, sublicensable and transferable license and right to use Your Content for any purpose and in any media now existing or in the future. By "use" we mean use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, and create

derivative works. You irrevocably waive, and cause to be waived, any claims and assertions of moral rights or attribution with respect to Your Content.

You are responsible for Your Content. You assume all risks associated with Your Content, including anyone's reliance on its quality, accuracy, or reliability, or any disclosure by you of information in Your Content that makes you personally identifiable. You may be held liable for Your Content.

In submitting Your Content to us, you represent that:

- You are the sole author of Your Content, and Your Content are not copied from or based on, in whole or in part, any other work or website, except works in the public; and
- Use of Your Content by us will not violate or infringe any right of yours or any third party.

## **6. Restrictions on Your Use**

You should act in a civil manner at all times when using the Application. Without limiting the generality of these Terms, you specifically agree not to do the following while using the Application:

- "Stalk" or harass other users or persons;
- Harm minors or others in any way;
- Falsely state or misrepresent any information;
- Infringe any patent, trademark, trade secret, service mark, copyright, or other intellectual property right of another person;
- Access or use the account of another user without permission;
- Use material that is illegal, or that violates any federal, state, or local law or regulation;
- Use material that contains language or images intended to impersonate another person or offensive or inappropriate user names or signatures;
- Distribute unsolicited or unauthorized advertising, surveys, contests, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or other like messages for any purposes;
- Distribute computer viruses or other code, files, or programs that interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;

- Interfere with, disrupt, or destroy the functionality or use of any features of the Application;
- Interfere with, disrupt, or destroy the servers or networks connected to the Application, or disobey any rules or regulations applicable to such servers or networks;
- “Hack” or access without permission our proprietary or confidential records, those of another user, or those of anyone else;
- Violate any applicable law, rule, or regulation;
- Modify, copy, publish, license, sell, rent, lease, lend, transfer or otherwise commercialize any rights to the Application or Our Content (as defined below);

each as determined in our sole discretion.

We may at any time in our sole discretion (i) move, edit, delete, or destroy any materials (including Your Content) that you provide or deliver; (ii) access, preserve, or disclose in accordance with our [Privacy Policy](#) any materials (including Your Content) that you provide or deliver including information that may be collected from you from your web browser or mobile device; (iii) suspend or terminate your access to and use of the Application or any of their features in response to a breach of these Terms, or for any or no reason; (iv) suspend your ability to earn rewards or cause you to forfeit rewards already earned through the Application in response to a breach of these Terms, or for any or no reason; or (v) take any other action available at law in response to a breach of these Terms.

## **7. Our Proprietary Rights**

We are the sole and exclusive copyright owners of the Application and our content, including, but not limited to, visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, reports and other usage-related data in connection with any elements and components of the Application, excluding Your Content and third party content (“Our Content”). As between SlamAd and you, SlamAd owns all the copyrights, trademarks, service marks, logos, trade names, trade dress and other intellectual and proprietary rights throughout the world (the “IP Rights”) associated with the Application and Our Content, which may be protected by copyright, patent, trademark and other applicable intellectual property and proprietary rights and laws. You may not use, copy, display, distribute, modify, translate, reformat, incorporate into advertisements and other works, promote, create derivative works, or in any way exploit or allow others to exploit any of Our Content in whole or in part except as expressly authorized by us in writing. Except as expressly authorized by us in writing, we do not grant you any express or implied right or license to the Application, Our Content or our IP Rights.

## **8. Your Use of Third-Party Social Media Sites**

The Application may permit you to interact with other third-party services, such as social media sites (e.g., Twitter, Facebook, Foursquare, etc.), by logging into your account at the social media sites while using the Application. Please note that in such cases the information to be transmitted (including your login credentials) will be collected directly by the social media sites, and we do not receive that information. Upon receiving your information, the social media sites will use and share your information according to their own privacy policy and practices. You acknowledge that you are solely responsible for ensuring that your use of any such social media sites in connection with the Application complies with all applicable laws, rule and regulations, these Terms, and any terms, conditions and restrictions of the particular social media sites. It is your responsibility to read the terms and conditions and privacy policies of third-party social media sites before using them.

## **9. Copyright Notice**

We respect the copyright interests of others. If you believe that your copyright has been or is being infringed upon by material found in the Application, you are required to follow the below procedure to file a notification pursuant to the U.S. Digital Millennium Copyright Act (the "DMCA"). You may be subject to liability under Section 512(f) of the DMCA if you knowingly make any misrepresentations on a take-down notice.

- Identify in writing the copyrighted material that you claim has been infringed upon;
- Identify in writing the material on the Application that you allege is infringing upon copyrighted material, and provide sufficient information that reasonably identifies the location of the alleged infringing material (for example, the user name of the alleged infringer);
- Include the following statement: "I have a good faith belief that the use of the content on the Application as described above is not authorized by the copyright owner, its agent, or law";
- Include the following statement: "I swear under penalty of perjury that the information in my notice is accurate and I am the copyright owner or I am authorized to act on the copyright owner's behalf";
- Provide your contact information, including your name, address, telephone number, and email address (if available);
- Provide your physical or electronic signature; and
- Send the written communication to: 130 Brook Avenue, Deer Park, NY 11729  
Email: [info@slamad.com](mailto:info@slamad.com)

## **10. No Endorsement of Third-Party Content**

Some of the content available through the Application may include materials that belong to third parties. We have no control over, and make no representation or endorsement regarding the accuracy, relevancy, copyright compliance, legality, completeness, timeliness or quality of any product, services, advertisements and other content appearing in or linked to from the Application. We do not screen or investigate third party material before or after including them on our Application. We reserve the right, in our sole discretion and without any obligation, to make improvements to, or correct any error or omissions in, any portion of the content accessible on the Application. Where appropriate, we may in our sole discretion and without any obligation, verify any updates, modifications, or changes to any content accessible on the Application, but shall not be liable for any delay or inaccuracies related to such updates.

Third party content does not reflect our views or that of our affiliates, employees, officers, directors, or shareholders. We assume no responsibility or liability for any of Your Content or any third party content. In addition, we do not assume responsibility or liability for any claims, damages or losses resulting from your reliance or use of the Application, any advertisements through the Application, or the materials contained herein. Without limiting the generality of the foregoing, we expressly disclaim any liability for any offensive, defamatory, illegal, invasive, unfair, or infringing content provided by third parties. You acknowledge and agree that SlamAd has no responsibility or liability for Your Content or the content of any third party.

## **11. Disclaimer of Warranties**

YOU BEAR THE ENTIRE RISK OF USING THE APPLICATION AND ANY PRODUCTS OR SERVICES INCLUDED OR ADVERTISED ON, OR LINKED TO OR FROM, THE APPLICATION. WE MAKE NO WARRANTIES, GUARANTEES, REPRESENTATIONS, OR PROMISES REGARDING THE ACCURACY, COMPLETENESS, RELIABILITY, OR SUITABILITY OF THE INFORMATION CONTAINED IN, OR PRODUCTS OR SERVICES OFFERED IN THE APPLICATION. THE INFORMATION MAY CONTAIN ERRORS OR OMISSIONS, FOR WHICH WE EXPRESSLY DISCLAIM ANY LIABILITY. THE APPLICATION AND THE ENTIRE CONTENTS THEREOF ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

WE MAKE NO WARRANTIES, GUARANTEES, REPRESENTATIONS, OR PROMISES REGARDING THE COMPATIBILITY OF THE APPLICATION WITH ANY PARTICULAR SOFTWARE OR HARDWARE DEVICES. YOUR USE OF THE APPLICATION IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR SOFTWARE OR HARDWARE DEVICE(S) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE APPLICATION.

## **12. Limitation of Liability**

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF YOUR USE OF THE APPLICATION OR ANY PRODUCTS OR SERVICES INCLUDED OR ADVERTISED IN THE APPLICATION, WHETHER THE CLAIM FOR DAMAGES IS BASED ON CONTRACT, TORT, OR OTHERWISE. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU EXCEED THE CASH VALUE OF THE REWARDS YOU EARNED THROUGH THE APPLICATION.

## **13. Communications with SlamAd and Our Advertising Partners**

You acknowledge that telephone calls to or from SlamAd may be monitored and recorded and you agree to such monitoring and recording.

You verify that any contact information provided to SlamAd, including but not limited to, your profile or contact information, your mailing address, your email address, your residential telephone number, and/or your mobile telephone number, is true and accurate. You further verify that you are the current telephone subscriber of any telephone numbers that you provide to SlamAd, including the mobile telephone number provided in connection with your use of the Application. You acknowledge that by voluntarily providing your telephone number(s) to SlamAd, you expressly agree to be contacted at the telephone number(s) you provide.

You consent to receive emails, prerecorded voice messages and/or autodialed calls (including text messages) by or on behalf of SlamAd and our advertising partners relating to any offer or transaction through the Application, matters related to your account, and promotional offers (whether received through the Application or directly from our advertising partners). Consent is not required as a condition of purchasing any goods or services. These communications may be made by or on behalf of SlamAd and our advertising partners, even if your telephone number is registered on any state or federal Do Not Call list. You acknowledge that you may incur a charge for these calls by your telephone carrier and that neither SlamAd nor its advertising partners will be responsible for these charges.

You acknowledge that we may add or withdraw advertising partners from our list at any time, and you consent to be contacted, as explained above, by these advertising partners notwithstanding the date when you first downloaded the Application. Your consent to be contacted applies to advertising partners that may have existed at the time of initial download of the Application or that may thereafter be added to our advertising partners list.

SlamAd may obtain, and you expressly agree to be contacted at, email addresses, mailing addresses, and telephone numbers provided by you directly or obtained through other lawful means, such as skip tracing. You agree to provide SlamAd notice within thirty (30) days of any change to your contact information by updating your account, writing to 130 Brook Avenue, Deer Park, NY 11729, or emailing [info@slamad.com](mailto:info@slamad.com).

## **14. Pre-Dispute, Mandatory Binding Arbitration, and Class Action Waiver**

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY TO UNDERSTAND YOUR RIGHTS. YOU AGREE THAT ANY CLAIM THAT YOU MAY HAVE MUST BE RESOLVED THROUGH BINDING ARBITRATION. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING THE RIGHT TO A TRIAL BY JURY. RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS DISCOVERY OR THE RIGHT TO APPEAL, MAY BE MORE LIMITED OR MAY NOT EXIST.

YOU AGREE THAT YOU MAY ONLY BRING A CLAIM IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU ALSO AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR CLAIMS OR OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

**Generally.** Arbitration is a method of resolving a Claim without filing a lawsuit. "Claim" means any dispute between you, SlamAd and/or any involved third party (including our advertising partners) relating to your use of the Application and your relationship with SlamAd, or these Terms of Use. You, SlamAd, or any involved third party (including our advertising partners) may pursue a Claim. SlamAd agrees to binding arbitration should it have any Claims against you. Likewise, you agree to binding arbitration should you have any Claims against SlamAd. By agreeing to arbitrate, you waive the right to go to court and agree instead to submit any Claims to binding arbitration. This arbitration provision sets forth the terms and conditions of our agreement to binding arbitration and is governed by and enforceable under the Federal Arbitration Act (the "FAA"), 9 U.S.C. §§ 1-16, as amended.

**Exceptions to Binding Arbitration.** As an exception to binding arbitration, we both retain the right to pursue in a small claims court any claim that is within that court's jurisdiction and proceeds on an individual (non-class) basis. SlamAd will not demand arbitration in connection with any individual claim that you properly file and pursue in a small claims court, so long as the claim is pending only in that court. Binding arbitration also does not apply to disputes concerning trade secret misappropriation, patent infringement, copyright infringement or misuse, or trademark infringement or dilution, and actions for injunctive relief where the SlamAd believes it may suffer irreparable harm.

**Mandatory Pre-Dispute Procedures.** You acknowledge and agree that before initiating any Claim (subject to the exceptions above) against SlamAd, you will first give us an opportunity to resolve your problem or dispute. This includes sending a written description of your problem or dispute to us. You may send the written description by email to [info@slamad.com](mailto:info@slamad.com) or by U.S. Mail to 130 Brook Avenue, Deer Park, NY 11729. You agree to negotiate with SlamAd in good faith about your problem or dispute. If for some reason your problem or dispute is not resolved to your satisfaction within sixty (60) days after SlamAd's receipt of your written dispute, you agree to the dispute resolution provisions below.



**Commencement of Arbitration.** You and SlamAd agree to commence any arbitration proceeding within one year after the Claim arises (including the mandatory pre-dispute procedures outlined above) and that any proceeding commenced after one year shall be barred.

**Arbitration Location.** For your convenience, the arbitration may be conducted in the federal district where you reside. It may be held by telephone or through written submissions if both you and SlamAd agree.

**Sponsoring Organization, Rules and the Arbitrator.** You agree that any Claims shall be resolved by submitting the dispute to final and binding confidential arbitration before a single arbitrator with experience in the subject(s) of the Claim. The arbitrator shall be chosen from the American Arbitration Association or JAMS and the arbitration rules of the selected tribunal shall apply, which can be obtained by calling the selected tribunal.

The arbitrator shall have the exclusive and sole authority to resolve any dispute relating to the interpretation, construction, validity, applicability, or enforceability of these Terms and this arbitration provision. The arbitrator shall have the exclusive and sole authority to determine whether this arbitration agreement can be enforced against a non-signatory to this agreement and whether a non-signatory to this agreement can enforce this provision against you or SlamAd.

#### **Arbitration Fees.**

The filing, administrative, and arbitrator fees will be paid according to the rules of sponsoring organization, including filing, administrative, and arbitrator fees. The parties shall each pay their own additional fees, costs, and expenses, including but not limited to those for any attorneys, experts, documents, and witnesses.

**Arbitration Award.** The arbitrator shall follow the substantive law and may order any relief if permitted by law. The arbitrator may award any form of individual relief, including injunctions and punitive damages, so long as they are in accordance with applicable law. The arbitrator may award costs or fees to a prevailing party, but only if the law expressly allows it. Although SlamAd may have a right to an award of attorneys' fees and expenses under some laws if it prevails, SlamAd agrees that it will not seek such an award, unless your Claims are determined by the arbitrator to be frivolous. Nothing herein shall be construed to limit the arbitrator's ability to award remedies provided by applicable law. Any award rendered shall include a written opinion and shall be final, subject to appeal under the FAA.

**Enforceability.** This provision survives termination of your account or relationship with SlamAd, bankruptcy, assignment or transfer. If the class action waiver is deemed unenforceable (i.e., unenforceability would allow arbitration to proceed as a class or representative action), then this entire arbitration provision shall be rendered null and void and shall not apply. If a portion of this arbitration provision (other than

the class action waiver) is deemed unenforceable, the remaining portions of this arbitration provision shall remain in full force and effect.

**Miscellaneous.** Failure or any delay in enforcing this arbitration provision in connection with any particular Claims will not constitute a waiver of any rights to require arbitration at a later time or in connection with any other Claims. This provision is the entire arbitration agreement between you and SlamAd and shall not be modified except in writing by SlamAd.

**Amendments.** SlamAd reserves the right to amend this arbitration provision at any time. Your continued use of the Application is affirmation of your consent to such changes. Should the changes to this arbitration provision be material, SlamAd will provide you notice and an opportunity to opt-out. Your continued use of the Application is affirmation of your consent to such material changes.

YOU HAVE THE RIGHT TO OPT-OUT OF THIS ARBITRATION PROVISION WITHIN THIRTY (30) DAYS FROM YOUR FIRST DOWNLOAD OF THE MOBILE APPLICATION OR USE OF THE WEBSITE BY WRITING TO 130 BROOK AVENUE, DEER PARK, NY 11729. FOR YOUR OPT-OUT TO BE EFFECTIVE, YOU MUST SUBMIT WRITTEN NOTICE WITH YOUR SIGNATURE. UNTIMELY OPT-OUTS WILL NOT BE VALID AND YOU MUST THEN PURSUE YOUR CLAIM THROUGH ARBITRATION PURSUANT TO THESE TERMS.

## **15. Exclusive Venue for Other Controversies**

You agree that any controversy excluded from the dispute resolution procedure and class action waiver provisions in these Terms (other than an individual action filed in small claims court) shall be filed only in judicial courts located in New York County in the State of New York, and each party hereby irrevocably and unconditionally consents and submits to the exclusive jurisdiction of such courts for any such controversy.

## **16. Indemnity**

You agree to indemnify, defend, and hold harmless SlamAd and our affiliates, parents, subsidiaries, successors, assignees, licensees, directors, shareholders, representatives, officers, employees, agents, contractors, vendors, business partners, owners, and professional advisors from any claims, damages, liabilities, costs, or expenses (including without limitation court costs, collection costs, and reasonable attorney fees) resulting from or in any way related to (i) your use of the Application; (ii) Your Content and any information you submit or transmit through the Application, including but not limited to the submission of false, inaccurate, misleading or harassing content through the Application; (iii) your unauthorized use of the Application, or content included in the Application; and/or (iv) your breach of these Terms.

You agree to indemnify SlamAd for any privacy, tort or other claims, including claims under the Federal Telephone Consumer Protection Act or its state law equivalent, relating to your provision of personal information (e.g., telephone number) to SlamAd that is not owned by you or the sending of messages through the Application to

persons from whom you do not have express consent to contact. You represent and warrant that any messages sent in connection with the Application to third parties are sent with the express consent of those third parties and that you are the sender of such messages, not SlamAd. SlamAd disclaims any and all responsibility or liability for any messages sent by you in connection with the Application.

## **17. Modifications to These Terms**

SlamAd may modify these Terms from time to time. When changes are made, we will notify you by making the revised version available on this webpage and in the mobile application, and will indicate the date that revisions were last made. You should revisit these Terms on a regular basis as revised versions will be binding on you. Any such modification will be effective upon our posting of the new Terms. If you do not agree to, or cannot comply with, these Terms as modified, you must stop using the Application and, if applicable, cancel your account. You understand and agree that your continued use of the Application after any posted modification to the Terms indicates your acceptance of the new Terms.

## **18. Interpretation**

The section and subject headings in these Terms are included for reference only and shall not be used to interpret any provision of these Terms. These Terms shall not be construed against SlamAd on the grounds that we prepared or arranged for the drafting of the Terms.

## **19. Severability**

Subject to the exception in the Pre-Dispute, Mandatory Binding Arbitration, and Class Action Waiver provision above, if any provision of these Terms is deemed unlawful, invalid, or unenforceable by a judicial court for any reason, then that provision shall be deemed severed from these Terms, and the remainder of the Terms shall continue in full force and effect.

## **20. Other Important Terms**

SlamAd may assign, transfer, or sub-contract any of our rights or obligations under these Terms to any third party at our discretion. Any representations, warranties, and indemnification obligations made or undertaken by you will survive cancellation or termination of your account or relationship with SlamAd. No delay by SlamAd in exercising any right or remedy under these Terms shall operate as waiver of that right or remedy or shall affect SlamAd's ability to subsequently exercise that right or remedy. Any waiver must be agreed to by SlamAd in writing. These Terms supersede any other terms previously published by us and any other representations or statements made by us to you, whether oral, written, or otherwise.