

EV Slideshow/EV Slideshow For Tesla Terms Of Use (101018)

By using any of the Services and the Site, You expressly agree to be bound by these terms and all applicable laws and regulations governing the Site/App and the Services. The terms form a legally binding agreement between you and EV Slideshow/EV Slideshow For Tesla in relation to your use of the Site and/ or the Services and applies to all users of the Services, whether registered or not, on the Site.

By using any of the Services and the Site, You expressly agree to be bound by these terms and all applicable laws and regulations governing the Site/App and the Services. The terms form a legally binding agreement between you and EV Slideshow/ EV Slideshow For Tesla in relation to your use of the Site/App and or the Services and applies to all users of the Services, whether registered or not, on the Site.

EV Slideshow/ EV Slideshow For Tesla requires all users to be over the age of thirteen (13). If you are between the ages of thirteen (13) and eighteen (18), you may register at EV Slideshow/ EV Slideshow For Tesla account or by products from us only under the supervision of a parent or legal guardian who agrees to be bound by these Terms of Use.

EV Slideshow/ EV Slideshow For Tesla (our "Website") is owned and operated by EV Slideshow, EV Slideshow For Tesla - He Reigns Inc. ("EV Slideshow", "we", "us" or "our"). By accessing or using the services available through our website and mobile applications (the "Services"), you agree to be bound by this Terms of Service and our Privacy Policy currently found at <http://www.evslideshowfortesla.com/termsfuse.pdf> and incorporated herein by reference. These Terms do not alter in any way the terms or conditions of any other agreement you may have with EV Slideshow/EV Slideshow For Tesla for products, services or otherwise. If you are using the Services on behalf of any entity, you represent that you are authorized to do so.

We may, at our sole discretion, modify or revise these Terms of Service and policies at any time by giving notice on our Website/App and/or through the Services, and you agree to be bound by such modifications or revisions. Although EV Slideshow/EV Slideshow For Tesla may attempt to notify you when major changes are made to this Terms of Service, you should periodically click on our Terms of Service to review any updates. All changes shall be effective immediately when we post them and shall apply to all access to and use of our website/App thereafter. Nothing in these Terms of Service shall be deemed to confer any third-party rights or benefits hereunder.

OBLIGATIONS OF USERS

Users will not use the Services if any applicable laws in their country prohibit them from doing so in accordance with these Terms and or have not previously had their right to use the Services suspended or terminated. Users understands that they are responsible for outside expenses if message and data rates apply from their mobile user and/or by Tesla internet service provider if on a wireless plan through Tesla Motors or another outside carrier.

To access and use certain features of the Services, you may be required to register for an account. By creating an account, you agree to: (i) provide accurate, current and complete account information; (ii) maintain the security of your password, not share your password with any other person and accept all risks of unauthorized access to your account; and (iii) promptly provide notice to info@evslideshowfortesla.com if you discover or otherwise suspect any security breaches related to the Services.

SUSPENSION AND TERMINATION OF ACCOUNT AND SERVICE

Generally, a User Account will be considered active until we receive a user request to deactivate or delete it. We reserve the right to limit, suspend, terminate, modify, or delete the User Account we provide to you or your access to our Services or portions thereof (including any Content you or other users submit) for any reason, with or without notice and at any time, including, without limitation, if you are, or we suspect that you are, improperly using the Services, violating any applicable laws or failing to comply with this Terms of Service. We also reserve the right to stop offering and/or supporting the Services or any part of the Services at any time either permanently or temporarily, for any reason, with or without notice to you, at which point your use of the Services or any part thereof will be automatically terminated or suspended. We will not provide refunds, benefits or other compensation to users in connection with our exercise of any of our rights hereunder.

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Content and Platform License. Except as otherwise agreed upon, if we enable the use of platform, content, or other materials owned or licensed by us ("Platform and Content"), we hereby grant you a limited, nonexclusive, non-sublicensable license to access, and use the Platform and Content solely for personal and noncommercial purposes, conditioned on your compliance with these Terms. You will not use, copy, adapt, modify, decompile, reverse engineer, disassemble, decrypt, attempt to derive the source code of, prepare derivative works based upon, distribute, license, sell, rent, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Platform and Content, except as expressly permitted by EV Slideshow/EV Slideshow For Tesla or as permitted under applicable law. Any unauthorized use of the Services is strictly prohibited and will terminate the license

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Trial Access to Services. We may offer free trials or other limited versions of Services so you can preview Services before you purchase a subscription. These versions may have limited features, restrict permitted time of use and contain other limitations.

Purchasing Services from EV Slideshow/EV Slideshow For Tesla. You may only purchase Services for your personal use or to give as a gift unless otherwise expressly permitted in these Terms. You must not purchase Services from EV Slideshow for commercial use or resale. Can be added in the copyright

You may place an Order through the Website/App by submitting the electronic Order form on the Website/App of the merchant.

In completing the electronic Order form, you agree to provide complete and accurate information as to your personal details (or those of your nominated recipient for gifts) to enable the processing and delivery of your Order. EV Slideshow/EV Slideshow For Tesla will not be liable to you for your loss or that of any third party for a delay or failure to process, fulfil or deliver Goods to you (or your nominated recipient) due to inaccurate or incomplete personal details provided in respect of an Order by you.

After you place an order, you may receive a communication from us acknowledging that we have received your order ("Order Acknowledgement"). Please note that receiving the Order Acknowledgement does not mean that your order has been accepted.

Our Right to Reject Your Order. At any time prior to Order Acceptance, we reserve

the right to decline or reject your order. If this occurs, we will attempt to notify you. Some reasons for rejection can include: (a) we are unable to supply you with Service, (b) you do not live in a country or region from which the Services may be purchased; or (c) you order more than the permitted maximum number of Services. If you have already paid, we will refund you the full amount including any delivery costs charged.

Availability of Services after Purchase; Updates. Some Services may rely on services provided by third parties for some or all of its functionality. Such Services may not function properly or may become inoperable if these third parties discontinue their services.

The Services and Content may not be available in all territories and jurisdictions, and we may restrict or prohibit use of all or a portion of the Services and Content in certain territories and jurisdictions.

Platform items EV Slideshow/EV Slideshow For Tesla may provide you with the opportunity to license a subscription to its platform. You may be required to pay a fee to avail certain services which enhances the functionality of the mobile application. If you are unable to download, install or access purchased digital content, please contact us through the support portal at <http://www.evslideshowfortesla.com / support@evslideshowfortesla.com>

Your Right to Cancel. You may cancel your subscription at any time prior to the start of a new yearly subscription period. You have the right, within 30 days from the date of your receipt of the subscription, to cancel our contract with you.

Errors. Whilst we endeavor to provide continuous access to the Website/App, we do not warrant that your access will always be safe, uninterrupted, timely, and secure or error free. In the event of an error, we reserve the right to correct such error and revise your order accordingly (which includes charging the correct price) or to cancel the order and refund any amount charged. If we discover a pricing or other material error related to a Service that has yet to be shipped or delivered, we will contact you to inform you of this error and give you the option of continuing to purchase at the correct price or cancelling your order. If we are unable to contact you using the contact details you provided during the order process, we will treat the order as cancelled.

Account. You may be required to be a registered user in order to purchase some Services. You are responsible for all charges incurred in connection with your account. If you decide to cancel your account, EV Slideshow/EV Slideshow For Tesla reserves the right, subject to any limitations under applicable laws, to collect fees, surcharges, or costs incurred before cancellation. Any delinquent or unpaid accounts must be settled before EV Slideshow/EV Slideshow For Tesla will allow you to register again.

PRICING AND PAYMENT.

We may accept various forms of payment, including credit and debit cards, and payments made through Stripe, PayPal and Facebook Payments. Additional terms with your payment provider may apply.

In ordering, paying or attempting to pay for the Goods, you agree that you have not engaged in any fraudulent conduct or contravened any Law.

In the event the payment method you designate cannot be verified, or is invalid, or is not otherwise acceptable, we may suspend or cancel your order. You are responsible for resolving any problems we encounter in order to proceed with your order.

Prices are subject to change without notice. We reserve the right to refuse or cancel orders at any time and in our sole discretion.

REVIEWS, COMMUNICATIONS AND SUBMISSIONS

Our Services may include interactive features and areas where you may submit, post, upload, publish, email, send or otherwise transmit content, including, but not limited to, text, images, photos, documents, slides, videos, sounds, or features, platform and other information such as feedback and materials (collectively, "User Content"). Any inappropriate, obscene, defamatory, offensive language, crude or explicit sexual content, discussions of any matters which are explicitly or by inference illegal in any way, and racially and ethnically offensive speech are examples of unsuitable content that are not permitted within the EV Slideshow/EV Slideshow For Tesla.

We expressly reserve the right, but have no obligation, to: (a) monitor any communications within the EV Slideshow, including, without limitation, to ensure that appropriate standards of online conduct are being observed, and (b) immediately or at any time remove any content that we deem objectionable or unsuitable in our sole discretion. EV Slideshow does not endorse, approve, or prescreen any content that you or other users post or communicate on or through any EV Slideshow/EV Slideshow For Tesla. EV Slideshow/EV Slideshow For Tesla does not assume any responsibility or liability for any content that is generated, posted or communicated by any user on or through the EV Slideshow/EV Slideshow For Tesla. You are solely responsible for the User Content you make available through the Services and you represent. You agree to indemnify EV Slideshow/EV Slideshow For Tesla and each of their respective employees, contractors, officers, directors, agents, representatives, vendors, and content providers from any liability or damages arising out of or resulting from any content you post or communicate on

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- I. modify or copy the layout or appearance of the Website/App or any computer software or code contained in the Website/App; and/or
- II. decompile or disassemble, reverse engineer or otherwise attempt to discover or access any source code related to the Website.

If you believe that anything on or available through the Services infringes upon any copyright which you own or control, you may contact us at info@evslideshowfortesla.com

Indemnification

You will at all times indemnify, and keep indemnified, us and our directors, officers, employees and agents from and against any loss (including reasonable legal costs and expenses) or liability incurred or suffered by you or by us arising from any claim, demand, suit, action or proceeding by any person against you or us where such loss or liability arose out of, in connection with or in respect of your conduct or breach of these Terms and Conditions.

Limitation of Liability

IN NO EVENT SHALL EV SLIDESHOW , ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL,

PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SERVICES, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR SERVICES BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND (INCLUDING LOSS OR DAMAGE TO CONTENT), IN EACH CASE WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT EV SLIDESHOW/EV SLIDESHOW FOR TESLA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE EV SLIDESHOW PARTIES ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE SERVICES EXCEED THE GREATER OF ONE HUNDRED DOLLARS (\$100) IN YOU SPECIFICALLY ACKNOWLEDGE THAT EV SLIDESHOW SHALL NOT BE LIABLE FOR CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR

DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW, THEREBY MINIMIZING OUR LIABILITY TO YOU TO THE LOWEST AMOUNT PERMITTED BY APPLICABLE LAW. THE SERVICES ARE CONTROLLED AND OFFERED BY EV SLIDESHOW FROM ITS FACILITIES IN THE UNITED STATES OF AMERICA. EV SLIDESHOW MAKES NO REPRESENTATIONS THAT THE SERVICES ARE APPROPRIATE OR AVAILABLE FOR USE IN OTHER LOCATIONS. THOSE WHO ACCESS OR USE THE SERVICES FROM OTHER JURISDICTIONS DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

Arbitration; EV Slideshow/EV Slideshow For Tesla strongly encourages a resolution of disputes by means of arbitration. However, you may opt out. In case you (such references include our respective predecessors in interest, successors and assigns) agree to arbitrate all disputes and claims arising out of or relating to this Terms of Service between EV Slideshow/EV Slideshow For Tesla and you. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Terms of Service, and shall be administered by the AAA. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by

this Terms of Service. Except as otherwise provided for herein, EV Slideshow will pay all AAA filing, administration and arbitrator fees. If, however, the arbitrator finds that either the substance of your claim or the relief sought is improper or not warranted, as measured by the standards set forth in Federal Rule of Civil Procedure 11(b), then the payment of all such fees shall be governed by the AAA Rules. In such case, you agree to reimburse EV Slideshow/EV Slideshow For Tesla for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. If the arbitrator grants relief to you that is equal to or greater than the value of your demand, EV Slideshow/EV Slideshow For Tesla shall reimburse you for your reasonable attorneys' fees and expenses incurred for the arbitration. You agree that, by entering into this Terms of Service, you and EV Slideshow/EV Slideshow For Tesla are waiving the right to a trial by jury. You and EV Slideshow/EV Slideshow For Tesla agree that YOU AND EV SLIDESHOW MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, and not as a plaintiff or class member in any purported class or representative proceeding. Further, you agree that the arbitrator may not consolidate proceedings or more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that if this specific proviso is found to be unenforceable, then the entirety of this arbitration clause shall be null and void.

You and EV Slideshow/EV Slideshow For Tesla agree that any Dispute is personal to you and EV Slideshow/EV Slideshow For Tesla, and that any Dispute shall only be resolved by an individual arbitration and shall not

be brought as a class arbitration, a class action, or any other representative proceeding. The arbitrator, EV Slideshow/EV Slideshow For Tesla, and you shall maintain the confidentiality of any proceedings, including but not limited to, any and all information gathered, prepared, and presented for purposes of the arbitration or related to the Dispute(s) therein. The arbitrator shall have the authority to make appropriate rulings to safeguard that confidentiality, unless the law provides to the contrary.

Termination

We reserve the right to terminate your right to access and use the Services if you violate these Terms or any other terms or policies referenced herein, or if you otherwise create risk or possible legal exposure for us.

Entire Agreement/ Severability

These Terms and Conditions incorporate our Privacy Policy, which together constitutes the entire agreement between You and EV Slideshow/EV Slideshow For Tesla, in relation to Your use of the Site and/ or the Services and supersedes any prior representations, inducements or agreements relating to its subject matter. Should the courts strike- out as invalid or unenforceable or otherwise alter any part

of the terms constituting the terms, the remaining terms shall remain valid and in force.

Assignment

You may not assign these Terms or any of the rights granted hereunder without the prior written consent of EV Slideshow/EV Slideshow For Tesla, and any attempted assignment without such consent shall be void. Subject to the foregoing restriction, these Terms will be fully binding upon, inure to the benefit of, and be enforceable by us and our respective successors and assigns.

Nonwaiver

Failure by either EV Slideshow/EV Slideshow For Tesla or You to exercise or enforce any right conferred shall not be deemed to be a waiver of any such right nor operate so as to bar that exercise or enforcement thereof or of any other right on any later occasion.

Force Majeure

EV Slideshow/EV Slideshow For Tesla shall not be liable for any delay or failure to perform resulting from causes outside the reasonable control of EV Slideshow/EV Slideshow For Tesla, including without limitation any failure to perform hereunder due to unforeseen circumstances or cause beyond EV Slideshow/EV Slideshow For Tesla's control such as acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation facilities, fuel, energy, labor or materials.

Governing Law

If we cannot resolve a Claim informally or through arbitration, you and EV Slideshow/EV Slideshow For Tesla each agree to submit to personal jurisdiction in Texas and agree that any and all Claims either of us asserts shall be exclusively brought in the Competent Courts of Fort Worth, Texas.

Contact Us

If you have any questions or concerns regarding these Terms or our Services, please contact us through the support portal at info@evslideshowfortesla.com

EV Slideshow Privacy Policy

This Privacy Policy is for EV Slideshow/EV Slideshow For Tesla and sets out the obligations of the Users, the website/App and the website owners

This Privacy Policy is in continuation of the Terms and Conditions for EV

Slideshow/EV Slideshow For Tesla therefore both documents should be read together.

Information That We Collect

Depending on how Users use the Site/App, we may ask Users to share personally identifiable information ("Personal Information") with us. Whether Users choose to share their Personal Information is completely up to Users, but Users must keep in mind that they may not be able to access some of the areas of the Site/App as effectively and use the services we offer on the Site/App, without sharing adequate Personal Information. Personal Information includes any information that identifies or can be used to identify, contact or locate the Users. Below are some of the situations wherein Users Personal Information is collected:

I. Account Information. Users may register on the website/App and share their standard contact information such as email address, information relating to the Service programme they are planning to take;

II. We may use Users email address to send them account confirmations, notifications, and to provide services to Users in connection with the Site/App. Subject to Users consent, we may also send to Users promotional emails, such as monthly newsletters, new service offerings;

III. We also use Users Personal Information for administrative purposes, such as addressing account and billing issues, troubleshooting Site/App issues, investigating abuse on the Site/App, responding to User enquiries and enforcing and applying our Terms and Conditions of Service; and

EV Slideshow/EV Slideshow For Tesla IP addresses for systems administration purposes. IP addresses are not used to track a User's session. This information only helps us determine how often different areas of our site/App are visited and the city in which the User is located. We do not link IP address to any information that is personally identifiable.

We do not share, sell or buy personal information. We may share the Personal Information we collect, only with User's consent. The information submitted by users is used only for internal purposes and to provide quality customer service.

However, we may release Personal Information or other information we collect, if we believe that such action is necessary to: (I) comply with legal requests and processes; (II) identify, contact or bring legal action against persons or entities who are or we believe have caused or might cause injury to us or a third party; (III) defend or respond to claims brought or threatened against us, our employees, service providers, users of our Services or others; or (IV) otherwise to protect,

assert rights, interests of EV Slideshow/EV Slideshow For Tesla and of our employees, service providers, Users of the Services or others. Any such release decisions may be made by us in our sole discretion.

While we try to be selective in working with third parties, we are not responsible for their use of your personal information. Where payments are involved, we must release your credit card information to credit card authorization service providers and associated banks to process your payment for purchases, returns or refunds.

In addition, since member information on our Site/App is a business asset, in case we are reorganized or sold to or merged with another company, we may sell, assign, or transfer your personal information to a purchaser of all or substantially all of our business assets, or to an affiliate, as applicable.

Cookies

When Users visit our website/ we send a small file to Users computer (a "Cookie") which is stored there so that we can recognize Users computer as a unique machine the next time Users visit "Us", and which also enables us to, among other things, tailor the Services to Users needs

Our cookies enable us to facilitate access to different aspects of our website. For example, by showing when and how Users visit our website, cookies help us to see which pages of the website are popular and which are not. Cookies can also help us to improve Users enjoyment of this website, for example, when Users request

information or service on the website it remembers Users IP address or other personal information, which facilitate quick delivery of the service.

Most web browsers automatically accept cookies, but Users can disable this function so that their browser will not accept cookies. Please be aware that disabling this function may impact Users use and enjoyment of this website as when declining cookies, certain functionalities of our website may not be available to the User.

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You may opt out of certain collections of cookies or other web- or mobile device based enhancements, by changing your browser settings or going into your preferences on your mobile device and restricting the transmission of certain information. Your limitation of the collection of this information, however, may disable our ability to provide you with the most relevant services

To unsubscribe from our emails or other communication from us, you may follow the "unsubscribe" link at the bottom of the email or sign onto your account and change settings.

Security

Please note that no data transmission or storage can be guaranteed to be 100% secure. As a result, while we strive to protect the information we maintain, we cannot guarantee or warrant the security of any information you disclose or transmit to our Services and cannot be responsible for the theft, destruction, or inadvertent disclosure of information.

International Users

EV Slideshow is based in the United States, and, regardless of where you use our Services or otherwise provide information to us, the information may be transferred to and maintained on servers located in the U.S. or other countries. Note that the laws, regulations and standards of the country in which this information is stored may be different from your own country. By using our Services, you consent to this collection, transfer, storage, and processing of information to and in the U.S. and other countries.

Third-Party Websites

This website may link to, or be linked to, other websites not maintained by or related to EV Slideshow/EV Slideshow For Tesla. EV Slideshow/EV Slideshow For Tesla Website is not responsible for the privacy policies or practices of any third parties or third-party websites, including any linked or linking websites. To the extent that you disclose personally identifiable information to any such third parties, different rules may apply to their use and disclosure of personal information that you disclose to them. We encourage you to review the privacy policies of such websites before disclosing your personal information to them.