Website Terms of Use & Privacy

WEBSITE TERMS OF USE

IMPORTANT! THESE WEBSITE TERMS OF USE (HEREAFTER THE "TERMS OF USE") GOVERN YOUR USE OF THIS SITE, WHICH IS PROVIDED BY BOUNCIE (HEREAFTER THE "SITE", "BOUNCIE WEBSITE" OR "WEBSITE"). BY YOUR ACCESS TO AND/OR USE OF THIS SITE, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THESE TERMS OF USE. THESE TERMS OF USE ARE SUBJECT TO CHANGE BY BOUNCIE AT ANY TIME IN ITS DISCRETION. YOUR ACCESS TO AND/OR USE OF THIS SITE AFTER SUCH CHANGES ARE IMPLEMENTED CONSTITUTES YOUR ACKNOWLEDGMENT AND ACCEPTANCE OF THE CHANGES. PLEASE CONSULT THESE TERMS OF USE REGULARLY.

1. ACCESS TO THIS SITE

To access this Site or some of the resources it has to offer, you may be asked to provide certain registration details or other information. It is a condition of your use of this Site that all the information you provide on this Site will be correct, current, and complete. If Bouncie believes the information you provide is not correct, current, or complete, Bouncie has the right to refuse your access to this Site or any of its resources, and to terminate or suspend your access at any time.

2. RESTRICTIONS ON USE

You may use this Site for purposes expressly permitted by this Site. You may not use this Site for any other purpose, including any commercial purpose, without Bouncie's express prior written consent. For example, you may not (and may not authorize any other party to) (i) co-brand this Site, or (ii) frame this Site, or (iii) hyper-link to this Site, without the express prior written permission of an authorized representative of Bouncie. For purposes of these Terms of Use, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute this Site or content accessible within this Site. You agree to cooperate with Bouncie in causing any unauthorized co-branding, framing or hyperlinking immediately to cease.

3. PROPRIETARY INFORMATION

The material and content accessible from this Site, and any other World Wide Website owned, operated, licensed, or controlled by Bouncie (the "Content") is the proprietary information of Bouncie or the party (if any) that provided the Content to Bouncie, and Bouncie or the party (if any) that provided the Content to Bouncie retains all right, title, and interest in the Content. Accordingly, the Content may not be copied, distributed, republished, uploaded, posted, or transmitted in any way without the prior written consent of Bouncie, except that you may print out a copy of the Content solely for your

personal use. In doing so, you may not remove or alter, or cause to be removed or altered, any copyright, trademark, trade name, service mark, or any other proprietary notice or legend appearing on any of the Content. Modification or use of the Content except as expressly provided in these Terms of Use violates Bouncie's intellectual property rights. Neither title nor intellectual property rights are transferred to you by access to this Site.

4. HYPER-LINKS

This Site may be hyper-linked to other sites which are not maintained by, or related to, Bouncie. Hyper-links to such sites are provided as a service to users and are not sponsored by or affiliated with this Site or Bouncie. Bouncie has not reviewed any or all of such sites and is not responsible for the content of those sites. Hyper-links are to be accessed at the user's own risk, and Bouncie makes no representations or warranties about the content, completeness, or accuracy of these hyper-links or the sites hyper-linked to this Site. Further, the inclusion of any hyper-link to a third-party site does not necessarily imply endorsement by Bouncie of that site.

5. SUBMISSIONS

You hereby grant to Bouncie the royalty-free, perpetual, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, and display all content, remarks, suggestions, ideas, graphics, or other information communicated to Bouncie through this Site (together, the "Submission"), and to incorporate any Submission in other works in any form, media, or technology now known or later developed. Bouncie will not be required to treat any Submission as confidential, and may use any Submission in its business (including without limitation, for products or advertising) without incurring any liability for royalties or any other consideration of any kind, and will not incur any liability as a result of any similarities that may appear in future Bouncie operations.

6. USE OF PERSONALLY IDENTIFIABLE INFORMATION

Personally identifiable information is collected on this Website when you wish to communicate with us through the Website and may include your name, email address, and phone number. You are under no obligation to provide this information, but without it, we may not be able to provide you with the service or the information you request. You may choose to write to us, or fill out certain forms or online data requests, in order to communicate with us through the Website, in which case we may ask for your name, phone number, email address, and related information. Bouncie uses this information to respond to your questions and requests.

We will not sell, share, or rent this information to others outside Bouncie except that we may share such information with third party vendors performing services for us. Only those who need the information to perform a specific function are granted access to personally identifiable information. We make a good faith effort to assure that the personally identifiable information you provide us remains private. All of the consumer

and customer data collected by Bouncie is stored on secured servers to protect against unauthorized use and access. If you contact us regarding identity theft or some other form of unauthorized use, Bouncie may disclose pertinent information to law enforcement agencies and other third parties with responsibility and authority to investigate such a claim.

7. DISCLAIMER

You understand that Bouncie cannot and does not guarantee or warrant that files available for downloading from the Internet will be free of viruses, worms, Trojan horses, or other code that may manifest contaminating or destructive properties. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to this Site for the reconstruction of any lost data. Bouncie does not assume any responsibility or risk for your use of the Internet.

The Content is not necessarily complete and up-to-date and should not be used to replace any written reports, statements, or notices provided by Bouncie. Investors, borrowers, and other persons should use the Content in the same manner as any other educational medium and should not rely on the Content to the exclusion of their own professional judgment. Information obtained by using this Site is not exhaustive and does not cover all issues, topics, or facts that may be relevant to your goals.

YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED. BOUNCIE DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. TITLE, OR NON-INFRINGEMENT. BOUNCIE DOES NOT WARRANT THAT THE FUNCTIONS OR CONTENT CONTAINED IN THIS SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. BOUNCIE DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE, OR THE RESULT OF USE, OF THE CONTENT IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE. THE CONTENT MAY INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS, AND BOUNCIE MAY MAKE CHANGES OR IMPROVEMENTS AT ANY TIME. YOU, AND NOT BOUNCIE, ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT. BOUNCIE MAKES NO WARRANTIES THAT YOUR USE OF THE CONTENT WILL NOT INFRINGE THE RIGHTS OF OTHERS AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ERRORS OR OMISSIONS IN SUCH CONTENT.

All of the information in this Site, whether historical in nature or forward-looking, speaks only as of the date the information is posted on this Site, and Bouncie does not undertake any obligation to update such information after it is posted or to remove such information from this Site if it is not, or is no longer, accurate or complete.

8. LIMITATION ON LIABILITY

BOUNCIE, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF BOUNCIE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF BOUNCIE AND ITS SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU HAVE PAID TO BOUNCIE FOR THE APPLICABLE CONTENT OUT OF WHICH LIABILITY AROSE.

9. INDEMNITY

You will indemnify and hold Bouncie, its subsidiaries, affiliates, licensors, content providers, service providers, employees, agents, officers, directors, and contractors (the "Indemnified Parties") harmless from any breach of these Terms of Use by you, including any use of Content other than as expressly authorized in these Terms of Use. You agree that the Indemnified Parties will have no liability in connection with any such breach or unauthorized use, and you agree to indemnify any and all resulting loss, damages, judgments, awards, costs, expenses, and attorneys' fees of the Indemnified Parties in connection therewith. You will also indemnify and hold the Indemnified Parties harmless from and against any claims brought by third parties arising out of your use of the information accessed from this Site.

10. TRADEMARKS

Trademarks, service marks, and logos appearing in this Site are the property of Bouncie or the party that provided the trademarks, service marks, and logos to Bouncie (if any). Bouncie and any party that provided trademarks, service marks, and logos to Bouncie (if any) retain all rights with respect to any of their respective trademarks, service marks, and logos appearing in this Site.

11. INFORMATION YOU PROVIDE

You may not post, send, submit, publish, or transmit in connection with this Site any material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;

- · does not pertain directly to this Site;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening, or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details, or otherwise;
- infringes any intellectual property or other right of any entity or person, including violating anyone's copyrights or trademarks or their rights of publicity;
- · violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Site;
- solicits funds, advertisers, or sponsors;
- includes programs that contain viruses, worms, and/or Trojan horses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the normal flow of dialogue, causes a screen to scroll faster than other users are able to type or otherwise act in a way which affects the ability of other people to engage in real-time activities via this Site;
- includes MP3 format files;
- amounts to a "pyramid" or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this Site or any networks connected to this Site; or contains hyper-links to other sites that contain content that falls within the descriptions set forth above.

Bouncie reserves the right to monitor use of this Site to determine compliance with these Terms of Use, as well the right to remove or refuse any information for any reason. Notwithstanding these rights, you remain solely responsible for the content of your submissions. You acknowledge and agree that neither Bouncie nor any third party (if any) that provides Content to Bouncie will assume or have any liability for any action or inaction by Bouncie or such third party (if any) with respect to any submission.

12. SECURITY

You are prohibited from using any services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools, or network probing tools) is strictly prohibited. If you become involved in any violation of system security, Bouncie reserves the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. Bouncie reserves the right to investigate suspected violations of these Terms of Use.

Bouncie reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing Bouncie to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms of Use. BY YOUR ACCESS TO AND/OR USE OF THIS SITE, YOU ARE INDICATING YOUR ACKNOWLEDGMENT AND ACCEPTANCE THAT YOU WAIVE AND HOLD HARMLESS BOUNCIE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY BOUNCIE DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER BOUNCIE OR LAW ENFORCEMENT AUTHORITIES.

13. WEBSITE USE INFORMATION:

We collect information from visitors of the Bouncie Website, including the domain names, IP and MAC addresses, browser types, and unique device identifiers of such visitors. This information includes the number of visits, average time spent on the Website, pages viewed and similar information. This information may also include usage information about the page-by-page paths you take as you browse through the Website. We use this information to measure the use of the Website and to develop ideas to improve the content of the Website. For more information regarding our use of this information, please see the sections on "Cookies and Other Tracking Technologies" and "Analytics" below.

14. COOKIES AND OTHER TRACKING TECHNOLOGIES

We collect information from visitors of the Bouncie Website, including the domain names, IP and MAC addresses, browser types, and unique device identifiers of such visitors. This information includes the number of visits, average time spent on the Website, pages viewed and similar information. This information may also include usage information about the page-by-page paths you take as you browse through the Website. We use this information to measure the use of the Website and to develop ideas to improve the content of the Website. For more information regarding our use of this information, please see the sections on "Cookies and Other Tracking Technologies" and "Analytics" below.

If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to automatically decline cookies or be given the choice of declining or accepting the transfer to your computer of a particular cookie

(or cookies) from a particular site. You may also wish to refer to: http://www.allaboutcookies.org/manage-cookies/index.html. If, however, you do not accept our cookies, you may experience some inconvenience in your use of the Website.

We may also include small graphic images called web beacons, also known as &Internet tags& or &clear gifs,& in our web pages and email messages. We may use web beacons or similar technologies for a number of purposes, including, without limitation, to count the number of visitors to the Website, to monitor how users navigate the Website, and to count how many emails that we sent were actually opened or how many particular articles or links were actually viewed.

We may also use embedded scripts on the Website. An embedded script is programming code that is designed to collect information about your interactions with the Website. It is temporarily downloaded onto your computer from our web server or a third party with whom we work, is active only while you are connected to the Website, and is deleted or deactivated thereafter.

Automatically-collected information about you, such as how you interact with the Website, may be combined with your personal information. If we associate any such automatically-collected information with personal information about you, we will treat the combined information as personal information.

15. ANALYTICS

We may use third party analytics service providers (currently Google Analytics) to evaluate and provide us with information about the use of the Website. These third-parties use cookies, web beacons, pixels, embedded scripts and other, similar technologies to automatically collect information about your Website use, report Website trends, and help us compile Website metrics. These Terms of Use do not cover any use of information that such third-parties themselves may have collected from you. You can learn about Google's specific practices by going to www.google.com/policies/privacy//, and you can opt out of Google Analytics by downloading the Google Analytics opt-out browser add-on, available at: https://tools.google.com/dlpage/gaoptout.

These and other third-parties may also collect personal information about your online activities over time and across different websites when you use the Website.

16. MISCELLANEOUS

These Terms of Use will be governed and interpreted pursuant to the laws of Texas, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Texas in connection with any dispute between you and Bouncie arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter of these Terms of Use will be in the state and federal courts in Dallas, Texas. If any part of these Terms of Use is unlawful, void, or unenforceable, that part will

be deemed severable and will not affect the validity and enforceability of any remaining provisions. These Terms of Use constitute the entire agreement among the parties relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this Site will govern the items to which they pertain. Bouncie may revise these Terms of Use at any time by updating this posting.

Last updated: April 5, 2024

Bouncie 750 N St Paul Street Suite 250 PMB 88148 Dallas, Texas 75201-3206 USA

© 2024 Tail Light, LLC • All Rights Reserved