

TERMS OF USE

SorenCo, LLC d/b/a Slate Sherpa Effective Date: September 7, 2026

PLEASE READ THESE TERMS CAREFULLY. THEY CONTAIN IMPORTANT DISCLAIMERS CONCERNING SPORTS-BETTING ANALYTICS AND PERFORMANCE, LIMITATIONS OF LIABILITY, AN INDIVIDUAL ARBITRATION AGREEMENT, AND A CLASS-ACTION AND JURY-TRIAL WAIVER.

These Terms of Use ("Terms") are a binding agreement between you and SorenCo, LLC, doing business as Slate Sherpa ("SorenCo," "Slate Sherpa," "we," "us," or "our"). They govern access to and use of Slate Sherpa websites, subscription services, picks, predictions, betting-history information, analytics, tools, odds calculators, mobile or desktop applications, APIs, text/SMS or messaging services, email communications, social-media pages or integrations, content delivered through Whop or other marketplaces, and any other service that links to or incorporates these Terms (collectively, the "Services").

By creating an account, purchasing or accepting a subscription, starting a trial, accessing subscriber-only content, using an API key, downloading or using an application, clicking an acceptance control, or otherwise using the Services after being presented with these Terms, you agree to be bound by them and by the Privacy Policy. If you do not agree, do not access or use the Services.

1. Who We Are; Nature of the Services

Slate Sherpa provides sports-betting analytics, information, statistical and algorithmic analysis, predictive model outputs, tools, and recommended picks. Our models may use historical games, player performance, betting lines, outcomes, market behavior, and other data to identify patterns or potential opportunities.

SorenCo is an information and analytics provider. SorenCo is not a sportsbook, casino, bookmaker, gaming operator, broker, investment adviser, financial adviser, fiduciary, or agent for any sportsbook or user. SorenCo does not accept wagers, hold betting funds, place bets for users, control sportsbook accounts, guarantee bet acceptance, or guarantee that any line or price will remain available.

Any decision to wager, not wager, select a sportsbook, determine a stake, or otherwise act on information from the Services is made solely by you.

2. Eligibility, Legal Age, and Geographic Restrictions

You may use the Services only if: (a) you are at least eighteen (18) years old; (b) if you use any Service in connection with sports wagering or gambling, you are at least the minimum legal age for such activity in every jurisdiction applicable to you, if that age is higher than eighteen; (c) you possess the legal capacity to enter into these Terms; and (d) your access to and use of the Services is lawful where you are located and where you intend to act.

The availability of the Services does not represent that sports wagering, particular bet types, particular sportsbooks, or use of betting information is legal in your jurisdiction. Laws vary and change. You are solely responsible for determining and complying with all laws, regulations, licensing requirements, sportsbook rules, tax obligations, and age or location restrictions applicable to you.

If use of the Services or sports-betting analytics is prohibited or restricted in your location, you must not use the Services for a prohibited purpose. You may not use a VPN, proxy, false location data, false identity information, or other means to circumvent an age, location, account, platform, or legal restriction imposed by SorenCo or a third party.

3. Informational and Entertainment Purposes; No Guaranteed Results

ALL PICKS, PREDICTIONS, PROBABILITIES, SCORES, RANKINGS, ANALYSES, TOOLS, MODEL OUTPUTS, AND OTHER CONTENT ARE PROVIDED FOR INFORMATIONAL AND ENTERTAINMENT PURPOSES. THEY ARE NOT A PROMISE OR GUARANTEE OF A WIN, PROFIT, RETURN, EDGE, FUTURE RESULT, OR PARTICULAR LEVEL OF PERFORMANCE.

Sports outcomes are uncertain. Models are necessarily imperfect and can be wrong. Data can be incomplete, delayed, inaccurate, revised, or differently interpreted. Injuries, roster changes, weather, officiating, market movement, sportsbook limits, line movement, liquidity, cancellations, grading rules, and countless other factors can materially affect an outcome or the economic result of a wager.

No statement concerning an anticipated edge, expected value, confidence level, trend, historical return, win percentage, profitability, or similar metric should be interpreted as a guarantee. Past or historical performance does not guarantee future performance. You may lose some or all money you choose to wager, including when following a Slate Sherpa pick exactly.

4. Performance Records, Betting History, ROI, and Line Movement

Slate Sherpa may publish betting-history logs, win-loss records, return-on-investment calculations, historical outcomes, model-performance information, or similar statistics. Unless expressly stated otherwise at the point of display, these materials are historical or illustrative records based on SorenCo's methodology and the information, line, odds, market, and timing associated with the recorded pick.

Your actual results may differ materially because the line or odds available to you may change before you act; a sportsbook may reject, limit, void, or grade a wager differently; you may use a different stake, market, price, or timing; taxes, fees, slippage, limits, or liquidity may apply; or the underlying data may later be corrected.

SorenCo may correct bona fide clerical, data, settlement, grading, or calculation errors in historical records. Such corrections do not create a right to a refund, damages, reimbursement of betting losses, or compensation. Nothing in a published record creates a warranty that future picks will achieve a similar win rate, ROI, or other result.

5. Responsible Use and Assumption of Wagering Risk

Sports wagering can involve substantial financial and emotional risk and may be habit-forming or harmful. You are solely responsible for whether, when, and how much you wager. You should never wager money you cannot afford to lose and should use responsible-gaming controls and self-exclusion resources available in your jurisdiction when appropriate.

By using the Services, you knowingly and voluntarily assume all risks associated with any wager or financial decision you make, including loss of principal, loss caused by line movement or a rejected wager, account restrictions imposed by a sportsbook, and consequences arising from your own betting activity. SorenCo has no obligation to reimburse any stake, betting loss, lost opportunity, expected profit, tax, fee, account limitation, or other wagering-related amount.

6. Accounts and Account Security

You must provide accurate information, keep account information current, and maintain the security and confidentiality of your credentials. Accounts and subscription access are personal to the authorized user unless SorenCo expressly approves a business or multi-user plan.

You may not share, sell, lease, sublicense, transfer, publish, or make credentials, API keys, subscriber-only feeds, or account access available to another person. You are responsible for activity occurring through your account to the extent permitted by law. Notify Support@slatesherpa.com promptly if you suspect unauthorized access.

SorenCo may use technical controls to detect credential sharing, automated extraction, unusual usage, or other activity inconsistent with these Terms.

7. Subscription Plans, Trials, Billing, Renewal, and Cancellation

Paid features may be offered as recurring subscriptions, fixed-term access, one-time purchases, trials, promotional access, or other plans. The price, billing interval, included features, trial terms, renewal terms, and material restrictions presented

at checkout or enrollment are incorporated into these Terms.

If you enroll in an automatically renewing subscription, you authorize the applicable platform or payment processor to charge the disclosed recurring amount and applicable taxes at the disclosed interval until you cancel, subject to applicable law. Before obtaining billing information or enrollment, material recurring-payment terms should be presented at the point of sale. You are responsible for using the cancellation method made available by the platform through which you subscribed.

Slate Sherpa currently may offer promotions identified as a no-credit-card trial. If a specific offer expressly states that no payment information is required, that trial will not create a charge merely because the trial period ends; a paid subscription requires the additional enrollment steps presented for that offer.

If you subscribe through Whop, Apple, another app store, or another marketplace, that platform may process billing, renewal, cancellation, refunds, and taxes under its own terms. To the extent a platform's mandatory billing terms conflict with these Terms, the platform's terms control only for the platform-administered transaction.

Except where applicable law or the terms displayed at purchase require otherwise, fees already charged are non-refundable and there are no credits for partial billing periods, unused picks, unfavorable results, changes in lines or odds, or betting losses. Nothing in this paragraph limits nonwaivable consumer rights.

8. Refunds, Chargebacks, and Billing Disputes

If you believe you were charged incorrectly, contact Support@slatesherpa.com or the platform through which you purchased the subscription. We may request information reasonably necessary to investigate the charge.

You may not initiate a knowingly false or fraudulent chargeback or payment dispute. SorenCo may suspend access while a payment dispute is pending and may provide relevant account, transaction, acceptance, usage, and communication records to the payment processor or platform to respond to the dispute. This section does not waive any lawful right to dispute an unauthorized or improper charge.

9. License to Use the Services

Subject to these Terms and payment of applicable fees, SorenCo grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license to access and use the Services and Slate Sherpa content solely for your own lawful personal use, or for the internal business purpose expressly authorized by a separate written plan or agreement.

No ownership interest is transferred to you. All rights not expressly granted are reserved by SorenCo and its licensors. Access to a pick, API response, webpage, application, post, message, or other content does not place that content in the public domain or grant a right to copy, republish, train on, commercialize, redistribute, or create a competing product from it.

10. Proprietary Rights and Protected Materials

The Services and all associated intellectual property and proprietary materials are owned by or licensed to SorenCo. Protected materials include, without limitation: Slate Sherpa and SorenCo names and branding; software and source or object code; APIs and API schemas; algorithms; model architectures; model weights and parameters; prompts and system logic; formulas; methodologies; features and feature engineering; scores; probabilities; rankings; selections; picks; predictions; recommendations; analyses; odds transformations; data compilations; historical datasets; derived datasets; betting-history structures; dashboards; user interfaces; documentation; reports; databases; graphics; text; trade secrets; know-how; and all improvements, derivatives, and non-public information concerning any of the foregoing.

The organization, selection, compilation, transformation, and presentation of data may itself constitute protected proprietary material even where individual underlying facts are not independently protectable. Nothing in these Terms grants access to or rights in non-public algorithms, source code, weights, training data, internal datasets, or trade secrets.

11. No Reverse Engineering, Scraping, Model Extraction, or AI Training

Except only to the narrow extent a prohibition cannot lawfully be enforced under applicable law, you must not, directly or indirectly, whether manually or through software, bots, agents, scripts, crawlers, AI systems, contractors, or third parties:

Reverse engineer, decompile, disassemble, decode, translate, probe, derive, infer, discover, reconstruct, or attempt to determine source code, object code, model architecture, weights, parameters, prompts, logic, formulas, features, training methods, datasets, decision rules, or non-public methodology used by the Services.

Scrape, crawl, spider, harvest, index, systematically capture, bulk download, cache, mirror, copy, record, export, or create a database of picks, predictions, outputs, pages, odds, histories, model responses, API responses, or other Slate Sherpa content except through an expressly authorized feature and within any stated limits.

Use Slate Sherpa content, outputs, data, labels, predictions, rankings, selections, analyses, API responses, or interactions, in whole or in part, to train, pre-train, fine-tune, ground, augment, retrieve for, evaluate, benchmark, validate, distill, imitate, improve, or otherwise develop any artificial-intelligence, machine-learning, statistical, algorithmic, or automated decision system, including through retrieval-augmented generation, embeddings, synthetic-data creation, model distillation, or supervised or reinforcement learning.

Use repeated queries, prompt attacks, output comparison, side-channel techniques, automated testing, or any other method to perform model extraction, membership inference, data extraction, prompt extraction, parameter inference, or reconstruction of SorenCo's systems or proprietary data.

Create, train, operate, publish, sell, license, or assist a competing picks, handicapping, prediction, odds, analytics, or sports-modeling product using Slate Sherpa materials or knowledge obtained through prohibited extraction.

Remove or obscure copyright, trademark, confidentiality, watermark, access-control, provenance, or proprietary notices.

Circumvent rate limits, paywalls, authentication, technical restrictions, robots directives, access controls, anti-bot measures, or security features.

These restrictions apply whether the conduct is performed for commercial, research, academic, evaluation, competitive, or other purposes. Written permission from SorenCo must specifically identify any authorized exception.

12. API Terms

If SorenCo provides API access, your API key and access rights are limited to the scope, rate limits, endpoints, users, and purposes authorized for your plan. You must maintain reasonable security for credentials, rotate compromised credentials, and promptly report suspected compromise.

You may not resell, sublicense, syndicate, cache beyond an authorized period, create a substitute feed from, or permit a third party to access the API or its outputs unless a separate written agreement expressly authorizes that use. You may not use the API to defeat geographic, legal, subscription, or access restrictions or to conduct prohibited scraping, reverse engineering, or AI training.

SorenCo may log API requests and responses and may throttle, suspend, revoke, or modify access to protect security, capacity, intellectual property, legal compliance, or Service integrity. APIs may change, be deprecated, or be discontinued. If a separate API or enterprise agreement applies, that agreement controls over conflicting provisions of these Terms for the covered API use.

13. User Content, Feedback, and Data You Provide

You retain whatever ownership rights you otherwise have in content you submit to the Services. You grant SorenCo a worldwide, non-exclusive, royalty-free license to host, store, reproduce, process, transmit, display, and otherwise use submitted content as reasonably necessary to provide, secure, administer, analyze, and improve the Services and to exercise rights described in the Privacy Policy.

To the extent you submit feedback, suggestions, feature requests, error reports, ideas, or recommendations about the Services, you grant SorenCo a perpetual, irrevocable, worldwide, royalty-free right to use, modify, commercialize, and incorporate that feedback without compensation or attribution, to the extent permitted by law.

You represent that you have all rights necessary to provide submitted content and that it does not violate law, confidentiality duties, privacy rights, intellectual-property rights, sportsbook terms, or third-party agreements. Do not submit confidential third-party information, sportsbook credentials, payment-card credentials, government identifiers, or other sensitive information unless a SorenCo feature expressly requests it.

14. Prohibited and Illegal Uses

You may not use the Services to violate any law, regulation, court order, sanction, gaming rule, sportsbook rule, or third-party right; facilitate illegal gambling; evade taxes; launder money; commit fraud; impersonate another person; access another person's account; manipulate a contest or sporting event; misuse non-public information; harass or threaten others; distribute malware; interfere with networks; test vulnerabilities without permission; or engage in any deceptive, abusive, or harmful conduct.

You may not represent that SorenCo guarantees a winner, sponsors your wager, controls a sportsbook, is affiliated with a league or team without authorization, or endorses your own product or service. You may not use Slate Sherpa picks or branding in advertisements, paid groups, tip services, resale channels, public feeds, or commercial products without SorenCo's prior written permission.

You are responsible for ensuring that your own downstream use of sports information, including any wager placed with a third party, is legal.

15. Third-Party Sportsbooks, Websites, Data, and Platforms

The Services may identify, compare, link to, or discuss sportsbooks, peer-to-peer wagering platforms, teams, leagues, statistics providers, websites, apps, or other third parties. Unless expressly stated in a written agreement, such references do not mean the third party sponsors, endorses, controls, or is controlled by SorenCo.

SorenCo does not control third-party odds, bet acceptance, limits, account restrictions, deposits, withdrawals, grading, disputes, data accuracy, privacy, security, legality, or business practices. Your dealings with third parties are solely between you and the third party and are governed by the third party's terms.

You must comply with all applicable third-party terms when using the Services, including wireless-data, app-store, marketplace, sportsbook, and platform terms.

16. Affiliates, Referrals, Promotions, and Endorsements

SorenCo may operate referral or affiliate programs and may compensate persons who refer subscribers. Any affiliate, influencer, testimonial, or endorsement must comply with SorenCo's program terms and applicable disclosure law. A compensated relationship must be disclosed clearly and conspicuously where required.

Unless expressly disclosed, a reference to a sportsbook, platform, product, league, team, or other third party is not an endorsement, sponsorship, or paid relationship. SorenCo may change or terminate affiliate programs at any time subject to applicable agreements.

17. Text/SMS, Email, Push, and Electronic Communications

Where you separately and affirmatively opt in to recurring marketing texts or automated marketing calls, you authorize SorenCo or its service provider to send such communications to the number you provided, subject to applicable law. Consent is not a condition of purchase. Message frequency may vary and message/data rates may apply. You may revoke consent by any reasonable method, including replying STOP to a text. For help, reply HELP or contact Support@slatesherpa.com.

We may send transactional or informational communications relating to your account, requested services, security, support, or subscription as permitted by law. You may unsubscribe from promotional email through the message's unsubscribe mechanism.

To the extent a transaction is conducted electronically, any legally required separate consent to electronic transactions or disclosures will be obtained through the applicable interface or process where required; these Terms do not eliminate any

separate-consent requirement imposed by law.

18. Privacy

SorenCo's collection and use of personal information is described in the Privacy Policy, which is incorporated into these Terms. The Privacy Policy permits SorenCo to use lawful Service and interaction data for operations, analytics, product development, model improvement, security, fraud prevention, and enforcement, while stating that SorenCo does not sell personal data as a business practice.

You may not use personal information obtained through the Services in violation of privacy, communications, consumer-protection, or other applicable law.

19. Service Changes, Availability, and Beta Features

SorenCo may add, modify, suspend, replace, limit, or discontinue features, models, leagues, sports, picks, APIs, integrations, applications, or other portions of the Services. We do not guarantee any minimum number of picks, games, sports, alerts, features, API calls, or opportunities unless a written plan expressly states a specific commitment.

Beta, preview, experimental, or early-access features may be incomplete, contain errors, change without notice, or be discontinued. Scheduled and emergency maintenance, network failures, data-provider failures, sporting-event changes, and circumstances outside our control may interrupt access.

20. Suspension and Termination

SorenCo may suspend, restrict, or terminate access, revoke API credentials, remove content, or take technical or legal action if we reasonably believe you violated these Terms, failed to pay amounts due, created security or legal risk, infringed intellectual property, engaged in scraping or prohibited AI use, shared credentials, abused a platform, or used the Services fraudulently or unlawfully.

Where appropriate, action may be immediate and without advance notice to protect systems, proprietary information, users, or legal rights. Termination for cause does not entitle you to reimbursement of betting losses or, except as required by law, a refund of amounts already paid. Sections concerning intellectual property, prohibited extraction and AI use, disclaimers, liability, indemnity, dispute resolution, and other provisions that by nature should survive will survive termination.

21. No Professional, Financial, Investment, Legal, or Tax Advice

The Services do not constitute financial, investment, legal, tax, accounting, therapeutic, or other professional advice. Sports wagering is not an investment product offered by SorenCo. References to ROI, bankroll, expected value, probability, diversification, market behavior, or similar concepts are descriptive analytics and do not establish an advisory or fiduciary relationship.

Consult your own qualified advisers regarding legal, tax, financial, mental-health, or other professional matters.

22. DISCLAIMER OF WARRANTIES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." SORENCO DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, QUIET ENJOYMENT, AND ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

WITHOUT LIMITING THE FOREGOING, SORENCO DOES NOT WARRANT THAT ANY PICK WILL WIN; THAT ANY MODEL, PROBABILITY, SCORE, LINE, ODDS, DATA POINT, ROI, OR ANALYSIS IS ACCURATE OR COMPLETE; THAT A PARTICULAR WAGER WILL BE AVAILABLE OR ACCEPTED; THAT A SPORTSBOOK WILL HONOR A PARTICULAR PRICE OR LIMIT; THAT USE OF THE SERVICES WILL BE PROFITABLE; OR THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF HARMFUL COMPONENTS.

SOME JURISDICTIONS DO NOT ALLOW CERTAIN WARRANTY DISCLAIMERS, SO SOME DISCLAIMERS MAY NOT APPLY TO YOU.

23. LIMITATION OF LIABILITY; EXCLUSION OF WAGERING LOSSES

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SORENCO AND ITS MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, CONTRACTORS, AFFILIATES, LICENSORS, AND SERVICE PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, ENHANCED, OR PUNITIVE DAMAGES; LOST PROFITS OR REVENUE; LOSS OF DATA; LOSS OF GOODWILL; LOSS OF USE; LOSS OF BUSINESS OPPORTUNITY; OR COST OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, SORENCO WILL NOT BE LIABLE FOR ANY WAGER, STAKE, BETTING LOSS, LOST WINNINGS, EXPECTED WINNINGS, LOST OPPORTUNITY, ODDS OR LINE MOVEMENT, SPORTSBOK LIMITATION, ACCOUNT CLOSURE, VOID OR REJECTED BET, TAX, FEE, OR OTHER AMOUNT ARISING FROM OR RELATED TO A USER'S SPORTS-WAGERING ACTIVITY. YOUR WAGERING DECISIONS ARE YOUR OWN AND ARE NOT TRANSACTIONS WITH SORENCO.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SORENCO'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS WILL NOT EXCEED THE GREATER OF (A) ONE HUNDRED U.S. DOLLARS (\$100) OR (B) THE SUBSCRIPTION FEES ACTUALLY PAID BY YOU TO SORENCO FOR THE SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT FIRST GIVING RISE TO LIABILITY.

The limitations in this section apply to the fullest extent permitted by law and do not limit liability that applicable law prohibits a party from limiting.

24. Indemnification

To the extent permitted by law, you will defend, indemnify, and hold harmless SorenCo and its members, managers, officers, employees, contractors, affiliates, licensors, and service providers from third-party claims, losses, liabilities, damages, judgments, penalties, costs, and reasonable attorneys' fees arising from or relating to: (a) your unlawful or prohibited use of the Services; (b) your violation of these Terms; (c) content or data you submit; (d) your infringement or violation of another person's rights; or (e) your resale, redistribution, scraping, reverse engineering, AI training, model extraction, or other unauthorized exploitation of Slate Sherpa materials.

This indemnity does not require you to indemnify SorenCo for liability caused solely by SorenCo's conduct to the extent such indemnification is prohibited by applicable law.

25. Injunctive and Equitable Relief for Intellectual Property and Security

You acknowledge that unauthorized disclosure, scraping, reverse engineering, model extraction, AI training, redistribution, or misuse of SorenCo's trade secrets, algorithms, models, proprietary data, credentials, or other protected materials may cause irreparable harm that is difficult to quantify. In addition to any other remedies, SorenCo may seek temporary, preliminary, or permanent injunctive relief, specific performance, preservation orders, or other equitable relief in a court of competent jurisdiction without waiving an otherwise applicable arbitration requirement for damages or other claims.

Nothing in these Terms authorizes self-help that would violate law.

26. Informal Dispute Resolution

Before initiating arbitration or a court action other than a request for emergency injunctive relief or an eligible small-claims matter, the complaining party must send a written Notice of Dispute describing the claimant, account email or identifier, facts, legal basis, and requested relief. Notices to SorenCo must be sent to Support@slatesherpa.com with the subject "Legal Notice of Dispute" and by U.S. mail to SorenCo, LLC d/b/a Slate Sherpa, 4870 Sadler Road, Suite 300, Glen Allen, Virginia 23060.

The parties will attempt in good faith to resolve the dispute for at least thirty (30) days after receipt of a sufficiently detailed notice. Any applicable limitation period is tolled during that 30-day period to the extent permitted by law.

27. Binding Individual Arbitration; Class-Action and Jury-Trial Waiver

Except for claims eligible to proceed in small-claims court and requests for temporary or preliminary injunctive relief concerning intellectual property, security, or unauthorized access, any dispute, claim, or controversy arising out of or relating to the Services, these Terms, a subscription, a transaction, marketing, privacy, or the relationship between you and SorenCo will be resolved by binding arbitration on an individual basis, not in court.

The Federal Arbitration Act governs the interpretation and enforcement of this arbitration agreement. To the extent state arbitration law applies and is not preempted, Virginia law applies. Arbitration will be administered by the American Arbitration Association (AAA) under its applicable Consumer Arbitration Rules, as modified by these Terms and mandatory law. If AAA is unavailable or cannot lawfully administer the matter, a court of competent jurisdiction may appoint or the parties may agree upon another neutral provider.

THE PARTIES WAIVE THE RIGHT TO A JURY TRIAL AND THE RIGHT TO PARTICIPATE IN A CLASS, COLLECTIVE, CONSOLIDATED, REPRESENTATIVE, OR PRIVATE-ATTORNEY-GENERAL ACTION TO THE FULLEST EXTENT PERMITTED BY LAW. THE ARBITRATOR MAY AWARD RELIEF ONLY TO THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO RESOLVE THAT PARTY'S INDIVIDUAL CLAIM.

You may opt out of this arbitration agreement by sending an email to Support@slatesherpa.com with the subject "Arbitration Opt-Out" within thirty (30) days after you first accept these Terms. The notice must identify your name, account email, and a clear statement that you opt out of arbitration. Opting out of arbitration does not opt you out of the remainder of these Terms.

If a portion of this arbitration section is found unenforceable as to a particular claim or remedy, that claim or remedy will proceed in the appropriate court after arbitrable matters are resolved, unless applicable law requires a different result.

28. Governing Law and Venue for Non-Arbitrable Claims

These Terms and any non-arbitrable dispute are governed by the laws of the Commonwealth of Virginia, without regard to conflict-of-laws principles, except to the extent federal law governs or applicable consumer law requires otherwise.

Subject to the arbitration agreement, any court proceeding that may lawfully be brought in court must be brought exclusively in a state court of competent jurisdiction in Montgomery County, Virginia, or, if federal jurisdiction exists, the United States District Court serving that locality, unless applicable law gives you a nonwaivable right to another forum. You consent to personal jurisdiction and venue in those courts.

29. Apple App Store and Apple-Branded Products

This section applies if you obtain or use a Slate Sherpa application through Apple's App Store or on an Apple-branded product. These Terms are between you and SorenCo, not Apple. SorenCo, not Apple, is solely responsible for the licensed application and its content.

The license to an Apple-distributed application is a non-transferable license to use the application on Apple-branded products that you own or control and as permitted by the applicable Apple Media Services usage rules, including any permitted Family Sharing or volume-purchase use.

SorenCo is solely responsible for maintenance and support for the application to the extent required by these Terms or applicable law. Apple has no obligation to furnish maintenance or support. To the extent any warranty cannot lawfully be disclaimed and the application fails to conform to that warranty, you may notify Apple and Apple may refund the purchase price for the application as provided by Apple's applicable terms; to the maximum extent permitted by law, Apple has no other warranty obligation concerning the application.

SorenCo, not Apple, is responsible for addressing claims relating to the application, including product-liability claims, claims that the application fails to conform to legal or regulatory requirements, consumer-protection or privacy claims,

and third-party intellectual-property infringement claims relating to the application or your possession or use of it.

You represent that you are not located in a country subject to a U.S. Government embargo or designated by the U.S. Government as a terrorist-supporting country and that you are not listed on a U.S. Government list of prohibited or restricted parties.

Developer contact: SorenCo, LLC d/b/a Slate Sherpa, 4870 Sadler Road, Suite 300, Glen Allen, Virginia 23060; telephone (540) 577-3909; email Support@slatesherpa.com.

You must comply with applicable third-party terms when using the application. Apple and Apple's subsidiaries are third-party beneficiaries of this section and these Terms as they relate to the Apple-distributed application, and upon your acceptance Apple has the right to enforce the applicable provisions against you as a third-party beneficiary.

Nothing in these Terms represents that Apple sponsors, supplies, endorses, or guarantees Slate Sherpa, its picks, or its analytics.

30. Other App Stores, Marketplaces, Social Media, and Whop

If you access the Services through Whop, another marketplace, an app store, a social network, a messaging service, or another platform, you must also comply with that platform's applicable terms. Platform rules may govern billing, distribution, refunds, device permissions, platform accounts, or content moderation.

SorenCo's intellectual-property restrictions, sports-betting disclaimers, acceptable-use restrictions, liability provisions, and other provisions concerning SorenCo's own Services remain applicable unless a mandatory platform term or applicable law requires otherwise. No third-party platform is responsible for Slate Sherpa's picks or model performance merely because the Services are distributed through that platform.

31. Export Controls and Sanctions

You may not access, export, re-export, transfer, or use the Services in violation of U.S. export-control or sanctions laws. You represent that you are not a prohibited or restricted party and will not make the Services available to a person or territory where doing so is unlawful.

32. Changes to These Terms

SorenCo may update these Terms to reflect changes in the Services, law, business practices, technology, or risk. The Effective Date identifies the current version. Material changes may be communicated through the Services, a platform, email, or another reasonable method.

Changes apply prospectively from their effective date. If applicable law requires affirmative assent to a material change, SorenCo will obtain that assent before the change binds you. Your continued use after a properly effective update constitutes acceptance to the extent permitted by law.

33. General Contract Terms

These Terms, the Privacy Policy, checkout terms, and any additional written terms expressly incorporated for a particular Service constitute the agreement between you and SorenCo concerning the covered Services. A separate negotiated agreement, enterprise agreement, API agreement, affiliate agreement, or other signed writing controls over conflicting provisions for the subject matter it specifically covers.

If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted and the remainder will remain in effect, except as otherwise stated in the arbitration section. SorenCo's failure to enforce a provision is not a waiver. You may not assign these Terms without SorenCo's written consent; SorenCo may assign them in connection with a merger, financing, reorganization, sale, or transfer of its business or assets, subject to applicable law.

Headings are for convenience only. The words "including" and "includes" mean "including without limitation." No agency, partnership, joint venture, fiduciary, employment, or franchise relationship is created by these Terms.

34. Contact

Questions concerning the Services or these Terms may be directed to:

SorenCo, LLC d/b/a Slate Sherpa 4870 Sadler Road, Suite 300 Glen Allen, Virginia 23060
Email: Support@slatesherpa.com Telephone: (540) 577-3909

BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THESE TERMS.