

## **Rodeo Logistics – Website Terms of Use**

Effective Date: September 9<sup>th</sup>, 2020

### **I. Introduction**

**A.** These terms and conditions (“*Terms of Use*”) are a legal contract between you (either you as an individual or the entity or organization on whose behalf you are entering into these terms and conditions) and Rodeo Logistics, LLC (together with its affiliates, “*Rodeo Logistics*,” “*we*,” “*our*,” or “*us*”) for the access to and use of our main website, <http://www.rodeologistics.co>, as well as our affiliate websites, <http://OpenStalls.com> and <https://entrytool.com>, each of which includes text, media, documentation, pictures and other content on this website and services provided through the websites (collectively, the “*Website*”). Your use of the Website, including all features contained herein, shall be at all times subject to these Terms of Use and the website and mobile apps privacy policy located at <https://www.rodeologistics.co/privacy-policy> (“*Privacy Policy*”). These Terms of Use may be amended or updated from time to time. It is your sole responsibility to read and check these Terms of Use prior to your use of the Website. These Terms of Use shall apply to all such content and pages.

**B.** We may terminate your access to the Website at any time, including upon your violation of these Terms of Use.

**C.** These Terms of Use and the Privacy Policy shall also apply to the use of any mobile applications, web applications, or other software applications provided by Rodeo Logistics (“*Apps*”), including the online Open Stalls application (“*Open Stalls*”) and the Rodeo Entry Tool (“*Entry Tool*”). Any reference to the Website in these Terms of Use or the Privacy Policy shall also be deemed to include the Apps. To the extent any of these Terms of Use or the Privacy Policy conflict with any applicable end-user agreement applying to any Apps, these Terms of Use and the Privacy Policy shall apply and the conflicting provision in the end-user agreement shall not be applicable.

**D.** *Additional Terms Applicable to Your Use of Open Stalls:* Your use of the Open Stalls application is also subject to the Open Stalls End User License Addendum governing your access and use of the underlying software of the Open Stalls software. The Open Stalls End User License Addendum, available at <http://openstalls.com/user-agreement>, is incorporated into these Terms of Use by reference.

**E.** *Additional Terms Applicable to Your Use of Entry Tool:* Your use of the Entry Tool application is also subject to the Entry Tool User Agreement governing your access and use of the underlying software of the Entry Tool application. The Entry Tool User Agreement, available at <http://entrytool.com/user-agreement>, is incorporated into these Terms of Use by reference.

**F.** BY ACCESSING OR USING THE WEBSITE OR APPS, YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE WARRANTY DISCLAIMERS, INDEMNITY AND LIMITATION OF LIABILITY PROVISIONS BELOW. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS OF USE, DO NOT ACCESS OR USE THE WEBSITE OR APPS, AND PLEASE EXIT THE WEBSITE AND APPS NOW.

## **II. Authorized Users; Maintenance and Access**

**A.** The Website is intended only for use by authorized users who agree to the Terms of Use. Further, the Website contains certain features and options that may present an opportunity for you to provide to us, or for us otherwise to obtain from you, confidential and non-public information. You are solely responsible for ensuring that any usernames and passwords created or issued in connection with the Website are known and used only by you. You will notify us promptly if you have reason to believe that your password or username has been lost, stolen, or compromised. Upon receipt of such notice, we may suspend your access to the Website until the issue is resolved.

**B.** We reserve the right to perform routine system updates and maintenance on the Website at any time, with or without notice to you. We reserve the right to terminate, suspend, or modify your access to the Website at any time, in whole or in part, in our sole discretion.

**C.** By accessing or otherwise using the Website: (i) you represent and warrant that you are legally entitled to enter into these Terms of Use; (ii) you represent and warrant that you are at least 18 years old or, if a minor that a parent or legal guardian has validly consented to such use and agreed to the terms and conditions hereof (and, you further acknowledge that your account, as a minor, must be managed and administered by your parent or legal guardian); (iii) you shall provide accurate, true, and current information as prompted during the account registration process and shall keep it current at all times; (iv) you shall not allow any other person or entity to access or use your account; (v) you shall comply with all state and local laws of each location in which you access or use the Website; (vi) you shall not share your password or any other login credentials with any other person or publicly disclose it; (vii) you acknowledge that, by accessing or using the Website, certain mobile carrier charges may apply, including SMS messaging charges and data charges; (viii) you shall not transmit worms, viruses or any code of a destructive nature to Rodeo Logistics, other users, or the Website; (ix) you shall have no right to access data or content of other users of the Website, unless such access is authorized by Rodeo Logistics; and (x) you shall not impersonate or pass yourself off as someone else, including as other Rodeo Logistics users or employees of any Rodeo Logistics affiliates or any of its parents, at any time or for any reason.

## **III. Prohibited Uses of the Website**

**A.** You may not use the Website for any commercial purposes. In addition, you agree not to use the Website in any way that violates any applicable federal, state, local, or international law or regulation. You further agree not to attempt to gain unauthorized access to, interfere with, damage, disrupt, or otherwise compromise in any way any parts of the Website or any server, computer, user, or database related to or connected with the Website.

**B.** When retrieving information from the Website, you are prohibited from (i) using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser, (ii) aggregating, copying or duplicating any of the materials or information available from the Website except for the small amount of materials and information temporarily required for an ordinary single use of the Website, (iii) accessing data not intended for you, or (iv) accessing the Website for the purpose of benchmarking the Website or competing with Rodeo Logistics or its affiliates.

#### **IV. Shared Information and/or Content**

**A.** In addition to these Terms of Use, your use of the Website is governed by Rodeo Logistics' Privacy Policy, which is posted on the Website or accessible <https://www.rodeologistics.co/privacy-policy>. We respect your privacy and the confidential nature of some of the information that may be provided by you or otherwise obtained by us in connection with your use of the Website. By providing personal information through the Website, you agree to the Privacy Policy. In addition, you agree that Rodeo Logistics' collection, use and sharing of: (i) any personal information will be as set forth in the Privacy Policy, which may be amended by Rodeo Logistics from time to time; and (ii) any information other than personal information shall not be restricted by the terms of the Privacy Policy. The Privacy Policy and any posted terms or guidelines or legal disclaimers on the Website are hereby incorporated by reference into these Terms of Use. You agree that Rodeo Logistics has unlimited rights to any information other than personal information that you provide to Rodeo Logistics and that Rodeo Logistics may use such information in any way Rodeo Logistics chooses. Such information will be deemed to be non-confidential. The Terms of Use subsequently address how Rodeo Logistics can deal with information that you provide which is not personal information.

**B.** The Website may allow you to upload, submit, or transmit postings, messages, text, files, images, graphics, photos, audio clips, sounds, video, or other materials, including such materials that may contain personally-identifiable information (collectively, the "**Content**"). By uploading or submitting such Content to or through the Website at any time, you agree that you shall be at all times solely responsible for all Content that you post, email, or otherwise make available through the Website, including all information provided to Rodeo Logistics. By uploading or otherwise posting any Content on the Website, you expressly represent, warrant, and covenant that: (i) you own or otherwise have all necessary rights or permission, including but not limited to copyrights, to the Content you provide and the rights to use it as provided in these Terms of Use; (ii) all information you provide is true, accurate, current, and complete, and does not violate these Terms of Use; (iii) the Content will not cause injury to any person or entity; (iv) you shall not disparage, threaten, abuse, harm, impersonate or otherwise harass anyone; and (v) you shall be solely responsible for keeping a duplicate copy of all Content; and Rodeo Logistics does not accept any responsibility or liability for the loss of your Content.

**C.** You agree not to upload, transmit, distribute, or otherwise publish in or on the Website any Content that is illegal or otherwise harmful, including, without limitation, Content that: (i) is hateful, libelous, defamatory, obscene, pornographic, abusive, unlawful, threatening or racially or ethnically offensive; (ii) represents a personal attack against or an invasion of the privacy of any individual; (iii) infringes, misappropriates or otherwise violates the intellectual property rights, including, but not limited to, copyrights and trademarks, of any person or entity; and/or (iv) advertises any goods or services or solicits any funds. Rodeo Logistics may, at any time, refuse or remove any Content without notice to you. However, Rodeo Logistics shall have no obligation to monitor Content, and you agree that neither Rodeo Logistics nor its members, parents, subsidiaries, affiliates, employees, or agents will be liable for any loss or damage arising out of or relating to any Content or the uploading or submission of such Content to the Website.

**D.** By uploading or providing any Content, you grant to Rodeo Logistics and its members, parents, subsidiaries, affiliates, and partners a non-exclusive, perpetual, irrevocable,

worldwide, royalty-free, transferable, fully sublicenseable license to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate, and create derivative works of all Content, including your name, voice, and likeness in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights you may have in your Content. The foregoing shall not, however, include any personally-identifiable information.

**E.** Except to the extent required by applicable law, Rodeo Logistics is not responsible for any technical malfunctions or failures, interruptions, deletions, or defects of any telecommunication system or network, online system, data, computer equipment, servers, providers, or software that result in the loss of your Content.

## **V. Third-Party Websites**

**A.** The Website may contain links to third-party websites that are not owned or controlled by Rodeo Logistics. Rodeo Logistics has no control over, and assume no responsibility for, the content, privacy policies (if any), or practices of any third-party websites. Rodeo Logistics makes no representation or warranty as to the security of links to other websites, nor does Rodeo Logistics make any representation or warranty as to whether such links or such other websites are free of viruses or other forms of data corruption. In addition, Rodeo Logistics will not and cannot censor or edit the content of any third-party website. By using the Website, you expressly relieve Rodeo Logistics from any and all liability arising from your use of any third-party website. If you choose to use any such third-party websites, you do so at your own risk. Accordingly, Rodeo Logistics encourages you to be aware when you leave the Website and to read the terms and conditions and privacy policy (if any) of each other website that you visit.

## **VI. Fees**

**A.** You acknowledge that use of the Website may involve fees charged by Rodeo Logistics or third parties (e.g., reservation and payment for stalls via the Open Stalls application, or entry fees charged via the Entry Tool application). Pricing information displayed on the Website is subject to change. Rodeo Logistics may increase or decrease fees as it deems necessary. In addition, Rodeo Logistics has no control of fee adjustments made by third parties. All fees are final, non-refundable, non-creditable and shall be paid by you immediately when due. Except as expressly stated in these Terms of Use or on the Website, Rodeo Logistics has no obligation to provide refunds or credits, but may grant them, in each case in Rodeo Logistics' sole discretion. As a user of the Website, you agree that you shall: (i) as a condition to requesting use of any services involving payment on the Website, provide a valid credit card or other authorized payment method; and (ii) pay for all services that you request from the Website. All financial transactions conducted via the Website are made using one or more third-party payment processors, including Stripe (or such other vendor(s) as Rodeo Logistics may engage from time to time). All such transactions are governed by the payment processors' respective terms of use and privacy policies, which we do not control. We encourage you to review their applicable terms of use and privacy policies before submitting your payment information (e.g., <https://stripe.com/us/privacy>). We do not process or retain your credit card, debit card, or other payment information. This information is used solely for the purpose of allowing Users to sign up for and use certain features of the

Website. You expressly authorize Rodeo Logistics (via Rodeo Logistics' third-party payment processors) to charge the payment method you provide for any services you request. Your selection of the "Confirm," "Accept" or similar button on the checkout page is your electronic signature and you agree that (a) this signature is the legal equivalent of your wet or manual signature and (b) this transaction is equivalent to an in-person transaction where your payment method is physically present.

**B.** Standard SMS and data fees may apply when accessing the Website from a mobile device. To opt out of SMS notification associated with the Website, please contact Rodeo Logistics at [info@RodeoLogistics.co](mailto:info@RodeoLogistics.co).

## **VII. Indemnity**

**A.** BY ACCESSING AND USING THE WEBSITE, YOU EXPRESSLY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS RODEO LOGISTICS AND ITS MEMBERS, PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND AGENTS, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND REPRESENTATIVES OF ANY OF THE FOREGOING (COLLECTIVELY, THE "*INDEMNIFIED PARTIES*"), FROM AND AGAINST ANY CLAIM, DEMAND, LIABILITY, DISPUTE, DAMAGE, COST, EXPENSE, OR LOSS (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF LITIGATION) ARISING OUT OF OR IN ANY WAY RELATED TO (I) YOUR VIOLATION OF THESE TERMS OF USE, (II) YOUR ACCESS OR USE OF THE WEBSITE, (III) YOUR SUBMISSION OR TRANSMISSION OF ANY CONTENT TO OR THROUGH THE WEBSITE, (IV) YOUR OR OUR ACCESS OR USE OF ANY CONTENT, OR (V) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER (INCLUDING INTELLECTUAL PROPERTY RIGHTS, PUBLICITY RIGHTS OR RIGHTS TO PRIVACY).

## **VIII. Intellectual Property Rights**

The Website and all content (including trademarks, trade dress, graphics, design, and images, but not including any Content), functionality, and features are subject to protection under the intellectual property laws of the United States and foreign jurisdictions. All trademarks, names, logos, slogans, and the like are the proprietary marks of the respective owners. You agree not to use any trademarks, content, graphics, or designs appearing on the Website in any way without express written consent from the respective owner(s). No reproduction of any part of the Website may be made or used except as expressly permitted herein. No other license or right is granted. You may not remove or alter any copyright or other legal notice from copies of materials from the Website. All rights are expressly reserved. Notwithstanding the foregoing, subject to your compliance with these Terms of Use, you are authorized to view, store, print, reproduce, copy, and distribute any pages within the Website for non-commercial use within your organization only. All other rights are reserved. You may print off pages of the Website strictly for purposes of your use of (or considering use of) the Website and any applicable services; however if you do so, you agree that you do not acquire any ownership rights in any of that material. This right is non-transferable and non-sublicensable. You may not copy, distribute, transmit, publish, sell, transfer, create derivative works of, or otherwise exploit any such material that you print off. In consideration of this authorization, you agree that (a) any copy of these documents which you

make shall retain all copyright and other proprietary notices contained in such documents and (b) these Terms of Use are included with any distribution.

## **IX. Notices of Copyright Infringement**

**A.** We will respond to notices of alleged copyright infringement that comply with applicable law and this section of these Terms of Use. In accordance with the U.S. Digital Millennium Copyright Act (17 U.S.C. § 512) (“*DMCA*”), if you believe any content accessible on the Website infringes your copyright, you may request removal of that content from the Website by submitting written notice, with your physical or electronic signature, to our Copyright Agent designated below that includes the following information (the “*DMCA Notice*”):

1. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works;

2. Identification of the Content you believe to be infringing in a sufficiently precise manner to allow us to locate that Content;

3. Information by which we can contact you (including your name, postal address, telephone number and e-mail address);

4. A statement that you have a good faith belief that the use of the content is not authorized by the copyright owner, its agent or the law (e.g. is not a “fair use”);

5. A statement that the information in the written notice is accurate; and

6. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

**B.** DMCA Notices may be sent to [info@RodeoLogistics.co](mailto:info@RodeoLogistics.co)

**C.** If you knowingly materially misrepresent that any Content on the Website is infringing any copyright(s), you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

## **X. Disclaimers**

**A.** Rodeo Logistics provides information through the Website. While Rodeo Logistics has undertaken efforts to provide accurate information, it is not comprehensive and Rodeo Logistics makes no commitment to update the information at any particular time, and the information on the Website, such as information on stalls and associated bookings via Open Stalls (e.g., stall availability) or information regarding rodeo or similar events displayed on the Entry Tool, may be out of date. Information on the Website may also be changed at any time without notice. As a result, the information may not be accurate, up to date or applicable to the circumstances of any particular case. In addition, photographs or images of products sold through the Website may not be completely representative of the physical appearance of such products. Any decisions you make based on information contained in the Website are solely your responsibility.

**B.** Rodeo Logistics disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. This does not affect any warranties that cannot be excluded or limited under applicable law. We are not liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or items obtained through the Website or to your downloading of any material posted on it, or on any website linked to it.

**C.** Your use of the Website, its content and any items obtained through the Website is at your own risk. The Website, its content, information and any items obtained through the Website are provided on an “as is” and “as available” basis, without any warranties of any kind, either express or implied. We make no warranty or representation of any kind with respect to the completeness, security, reliability, quality, accuracy, functionality, features or availability of the Website. Without limiting the foregoing, neither Rodeo Logistics nor anyone associated with Rodeo Logistics represents or warrants that the Website, its content, or any items obtained through the Website will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our Website or the server that makes it available are free of viruses or other harmful components, or that the Website or any items obtained through the Website will otherwise meet your needs or expectations.

**D.** Rodeo Logistics does not warrant, endorse, guarantee or assume responsibility for any product advertised or offered by a third-party through the Website (e.g., any stall rentals available via Open Stalls or any event entries made to third-party events via the Entry Tool), or any hyperlinked website or service, or featured in any banner or other advertising, and Rodeo Logistics will not be a party to and is not responsible in any way for monitoring any transaction between you and third-party providers of products, including any independent contractor providing a service.

## **XI. Acknowledgement of Risk**

**A.** In consideration for being allowed to access the Website, any websites linked to it, any content on the Website or other such websites, or obtain items through the Website or other such websites, attend or participate in any events (including present and future rodeo or similar events) through the Website or Apps, rent or book any stalls via Open Stalls or through the Website, or submit any entries to any rodeo or similar events via the Entry Tool, you acknowledge the risks associated with use of the Website and that rodeo and similar events and associated activities (including animal stalling) is an inherently dangerous activity that exposes individuals to serious and significant risks, including risks of personal injury, death and damage to property.

## **XII. Waiver, Release, and Assumption of Risk**

**A.** BEING FULLY AWARE OF ALL SUCH RISKS, IN CONSIDERATION OF BEING PERMITTED TO USE THE WEBSITE, YOU, ON BEHALF OF YOURSELF AND YOUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, KNOWINGLY ASSUME THE RISK OF SUCH USE AND DO HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE AND WAIVE ANY AND ALL CLAIMS, OBLIGATIONS,

DEMANDS, CAUSES OF ACTION OR LIABILITY OF ANY KIND WHATSOEVER – WHETHER KNOWN OR UNKNOWN; SUSPECTED OR CLAIMED; REAL, POTENTIAL OR HYPOTHETICAL; DISCLOSED OR UNDISCLOSED; EXISTING OR CONTINGENT; SOUNDING IN LAW, EQUITY OR OTHERWISE IN TORT, CONTRACT OR OTHERWISE – AGAINST RODEO LOGISTICS AND EACH OF ITS PARENTS, AFFILIATES, PREDECESSORS, SUCCESSORS, OFFICERS, DIRECTORS, OFFICIALS, AGENTS, MEMBERS, VOLUNTEERS AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, INSURERS, OWNERS AND, IF APPLICABLE, LESSORS OF PREMISES USED TO CONDUCT RODEOS OR SIMILAR EVENTS AND ANY RELATED ACTIVITIES WHEREVER CONDUCTED (COLLECTIVELY, THE “**RELEASEES**”) UNDER ANY LEGAL THEORY ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, ANY ITEMS OBTAINED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES (INCLUDING STALL RENTALS OBTAINED VIA OPEN STALLS OR ENTRIES OBTAINED VIA THE ENTRY TOOL), OR ANY EVENTS (INCLUDING PRESENT AND FUTURE RODEOS OR SIMILAR EVENTS) ENTERED OR ACCESSED THROUGH THE WEBSITE OR APPS, INCLUDING ALL CLAIMS WITH RESPECT TO (I) GROSS NEGLIGENCE, NEGLIGENCE OR NEGLIGENCE PER SE (WHETHER SOLE, JOINT OR CONCURRENT) OF ANY RELEASEE, STRICT LIABILITY OR PREMISES LIABILITY; (II) PERSONAL INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE; (III) ACTS OF OTHER PARTICIPANTS IN OR ATTENDEES OR GUESTS AT ANY RODEO OR SIMILAR EVENT ENTERED OR ACCESSED THROUGH THE WEBSITE OR APPS, OR USE OF ASSOCIATED RODEO OR SIMILAR EVENT STALLS ACCESSED THROUGH THE WEBSITE (INCLUDING VIA OPEN STALLS), OR ANY PERSONNEL AT THE EVENT OR STALLING VENUES; AND (IV) ANY OTHER RISKS OR HAZARDS ASSOCIATED WITH YOUR ATTENDANCE AT OR PARTICIPATION IN RODEOS OR SIMILAR EVENTS, OR USE OF ASSOCIATED EVENT STALLS, ACCESSED OR MANAGED THROUGH THE WEBSITE, INCLUDING WITHOUT LIMITATION THE GENERAL CONDITIONS OF THE VENUES OF THE EVENTS OR STALLS, EXPOSURE TO WILD OR DOMESTIC ANIMALS, EXPOSURE TO ANY ILLNESS OR DISEASE, AND DRIVING OR RIDING IN ANY VEHICLE, WHETHER BELONGING TO A RELEASEE OR ANOTHER PERSON (COLLECTIVELY, THE “**RELEASED CLAIMS**”). WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT NO RELEASEE WILL BE LIABLE TO YOU, YOUR FAMILY OR YOUR GUESTS FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE OR ANY OTHER CLAIM ARISING FROM OR RELATING TO YOUR USE OF THE WEBSITE OR ATTENDANCE OR PARTICIPATION AT, OR SUCH OTHER PERSON’S ATTENDANCE OR PARTICIPATION AT, RODEOS OR SIMILAR EVENTS, OR USE OF ASSOCIATED RODEO OR SIMILAR EVENT STALLS, ENTERED OR ACCESSED OR MANAGED THROUGH THE WEBSITE.

### **XIII. Indemnification.**

**A.** YOU, FOR YOURSELF AND ON BEHALF OF YOUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES WITH RESPECT TO ANY AND ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, COSTS, EXPENSES (INCLUDING

ATTORNEYS' FEES AND COSTS), OBLIGATIONS, LIENS, LIABILITIES, ACTIONS AND CAUSES OF ACTION, THREATENED OR ACTUAL, THAT ANY ONE OF THE RELEASEES MAY SUFFER OR INCUR ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH: (I) YOUR ACCESS OR USE OF THE WEBSITE; (II) YOUR BREACH OF THESE TERMS OF USE; (III) YOUR SUBMISSION OR TRANSMISSION OF ANY CONTENT TO OR THROUGH THE WEBSITE; (IV) YOUR OR OUR ACCESS OR USE OF ANY CONTENT; (V) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER (INCLUDING INTELLECTUAL PROPERTY RIGHTS, PUBLICITY RIGHTS OR RIGHTS TO PRIVACY); (VI) YOUR ATTENDANCE OR PARTICIPATION AT ANY RODEO OR SIMILAR EVENT, OR USE OF ASSOCIATED RODEO OR SIMILAR EVENT STALLS, ENTERED OR ACCESSED OR MANAGED THROUGH THE WEBSITE; OR (VII) LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND, INCLUDING ATTORNEYS' FEES, IN ANY WAY CONNECTED WITH OR ARISING OUT OF A RELEASED CLAIM. THE FOREGOING INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OR THE EXPIRATION OF THE TERM OF THIS AGREEMENT.

#### **XIV. Miscellaneous**

**A. Entire Agreement.** These Terms of Use and the Privacy Policy contain the entire agreement between Rodeo Logistics and you concerning your access and use of the Website, and these Terms of Use supersede and replace any prior agreements between Rodeo Logistics and you regarding use of the Website. The Terms of Use may not be modified orally. These Terms of Use may not be modified or superseded by Rodeo Logistics' acceptance of any offer from you or any other person.

**B. Severability.** If for any reason a court of competent jurisdiction finds any provision of these Terms of Use or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms of Use, and the remainder of these Terms of Use shall continue in full force and effect. No waiver by Rodeo Logistics of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. Rodeo Logistics may revise these Terms of Use from time to time; the most current version will always be at [www.RodeoLogistics.co](http://www.RodeoLogistics.co). By continuing to access or use the Website after those revisions become effective, you agree to be bound by the revised terms.

**C. Waiver.** If we waive enforcement of any provision in these Terms of Use, we are not obligated to continue to waive it.

**D. No Third-Party Beneficiaries.** Other than the Rodeo Logistics, no other person or company will be third-party beneficiaries to the Terms of Use.

**E. Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of Texas, without regard to any rules of conflict of laws that would require the application of the laws of a state other than Texas.

**F. Arbitration.** If there is any dispute, claim, question or disagreement concerning or relating to these Terms of Use or the Website (a “*Dispute*”), you shall notify Rodeo Logistics in writing to attempt to resolve such Dispute in good faith negotiations. For a period of 30 days following such notification, you and Rodeo Logistics shall use their best efforts to settle any such Dispute in these good faith negotiations, which shall be a condition precedent to either party initiating arbitration. You agree that any Dispute must be filed within one year after such Dispute first arises or it is forever barred. All Disputes, regardless of the grounds upon which such Dispute is brought, shall be settled by binding arbitration conducted by a single, independent arbitrator and administered by the American Arbitration Association Commercial Arbitration Rules and procedures then in effect, but excluding any rules or procedures governing or permitting class actions. By agreeing to arbitrate all Disputes, each party waives all rights to a trial by jury in any action or proceeding involving any Disputes. The arbitration shall take place in Travis County, Texas. You agree to submit to the personal jurisdiction of any federal or state court in Travis County, Texas, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator, and you waive any argument that such forum does not have personal jurisdiction, is not appropriate or is inconvenient. You further agree that all Disputes and causes of action arising out of or in connection with the Website shall be resolved individually without resort to any form of class action and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Dispute of any other party – the arbitrator shall have no authority to arbitrate any Dispute as a class action or in any other form other than on an individual basis. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

**G. Construction.** The headings used in these Terms of Use are for convenience only and have no legal meaning or effect. Terms defined in the singular have the corresponding meanings in the plural, and vice versa. Unless the context of these Terms of Use clearly requires otherwise, words importing the masculine gender include the feminine and neutral genders and vice versa. The terms “include,” “includes” or “including” mean “including without limitation.” The words “hereof,” “hereto,” “hereby,” “herein,” “hereunder” and words of similar import, when used in these Terms of Use, refer to these Terms of Use as a whole and not to any particular section or article in which such words appear. The word “or” will not be construed as exclusive.

**H. Assignment.** We may assign our rights or delegate our obligations under these Terms of Use at any time. You may not assign or transfer your rights or obligations under these Terms of Use without our prior written consent, which we may grant or refuse in our sole discretion.

