



# TERMS OF USE

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You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Company server by hacking, password “mining” or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site including any Company account not owned by you, to its source, or exploit the Site or any information made available through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification, other than your own information.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or the Company’s systems or networks, or any systems or networks connected to the Site.

You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or with any other person’s use of the Site.

You may not manipulate identifiers in order to disguise the origin of any message or transmission you send to the Company on or through the Site.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of the Company or others.

Your use of any information or materials on the Site is entirely at your own risk, for which we shall not be liable.

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Access to the Site may require you to establish a password. You are responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failure to keep this information secure and confidential. You agree to notify the Company immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by the Company or any other user of or visitor to the Site due to someone else using your password or account as a result of your failing to keep your account information secure and confidential.



You may not use anyone else's username or password without the express permission and consent of the holder of that username or password. We will not be liable for any loss or damage arising from your failure to comply with these obligations.

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Our Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. The Company's Privacy Policy may be accessed and reviewed on the Site. Additionally, by using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a notice that a transmission is encrypted.

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## LIMITATION OF LIABILITY

We will not be liable to you for any indirect, consequential, exemplary, incidental or punitive damages, including lost profits resulting from your use of the Site or its Content.

## INDEMNITY

You agree to indemnify and hold the Company, its officers, directors, equityholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against the Company by you or any third party due to or arising out of or in connection with your use of the Site or its Content.

## VIOLATION OF THESE TERMS OF USE

We may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with the Company's rights or property, or the rights or property of visitors to or users of the Site. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires or permits such disclosure.

You acknowledge and agree that the Company may preserve any transmittal or communication by you with the Company through the Site, and may disclose such data if required to do so by law or if we determine that such disclosure is reasonably necessary to (1) comply with a legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of the Company, its employees, users of the Site, and the public.

You agree that we may, in our sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use. You also agree that any violation by you of these Terms of Use



will constitute an unlawful and unfair business practice, and will cause irreparable harm to the Company, for which monetary damages would be inadequate, and you consent to the Company obtaining any injunctive or equitable relief that the Company deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies the Company may have at law or in equity.

You agree that the Company may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes, but is not limited to, (1) termination of your affiliation with the Company (2) any violation by you of these Terms of Use, (3) requests by law enforcement or other government agencies, (4) a request by you, (5) discontinuance or material modification of the Site, or (6) unexpected technical issues or problems. You agree that the Company will not be liable to you for termination of your access to the Site for these or any other reason.

If we take legal action against you as a result of your violation of these Terms of Use, we will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to the Company.

## GOVERNING LAW; DISPUTE RESOLUTION

You agree that all matters relating to your access to or use of the Site will be governed by the laws of the United States and by the substantive laws of the State of Texas, without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Dallas County, Texas, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

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If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. The Company's failure to enforce strict performance of these Terms of Use shall not be construed as a waiver by the Company of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between the Company and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

## USER FEEDBACK AND INFORMATION

We shall be free to use any information you provide at the Site in accordance with the Company's Privacy Policy.

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If you have any questions or concerns about our Terms of Use, please contact us at (972) 432-7392.