

Cattle Country Site

Terms of Use

This is a legal agreement (the “Agreement”) between you (“you” and “your”) and Wine Country Festival, LLC d/b/a “Cattle Country Fest” (“CATTLE COUNTRY,” “we,” and “us”) governing your use of the CATTLE COUNTRY website (www.cattlecountryfest.com), apps, and any related services (collective referred to herein as the “Site”). The services offered by CATTLE COUNTRY through and in conjunction with CATTLE COUNTRY Site are hereinafter referred to as “Services.” CATTLE COUNTRY reserves the right, at any time and without justification, to change, suspend or discontinue at any time any of the services it offers.

1. Your Acceptance

- A. By using and/or visiting the Site (collectively, including all content and functionality available through www.cattlecountryfest.com), purchasing tickets through the Site, and/or accepting any Services, you signify your agreement to
- i. these Terms of Use;
 - ii. CATTLE COUNTRY’s privacy policy, found on the Site and incorporated herein by reference (the “Privacy Policy”); and
 - iii. CATTLE COUNTRY’s Ticket/Entrance Policy, found on the Site and incorporated herein by reference (the “Ticket/Entrance Policy”)

If you do not agree to any of these Terms of Use or CATTLE COUNTRY’s Privacy or Ticketing Policy, you must discontinue use of the Site immediately.

- B. Although we may attempt to notify you when major changes are made, CATTLE COUNTRY (including its owners, shareholders, LLC members, officers, directors, operators, employees, contractors, affiliates, subsidiaries, assigns, representatives, agents, sponsors, and/or licensors) may, in its sole and absolute discretion, amend these Terms of Use, Privacy Policy, and Ticket/Entrance Policy. It is your sole responsibility to periodically review the most up-to-date version of the same. You agree to be bound by future amendments and modifications to CATTLE COUNTRY’s Terms of Use, Privacy Policy, and Ticket/Entrance Policy. If, at any time, said terms become objectionable to you, and you no longer agree thereto, you shall immediately cease use of the Site.
- C. Nothing in this Agreement shall be deemed to confer any third-party rights or benefits.

2. CATTLE COUNTRY Site

- A. These Terms of Use apply to all users of the Site.
- B. The content on the Site is provided for informational and entertainment purposes only. Such content may change without prior notice and CATTLE COUNTRY does not guarantee that the information contained on the Site is the most current and accurate information available. Research developments may render some information

inaccurate, and CATTLE COUNTRY assumes no liability for any damage or loss relating to the accuracy of any information contained on this site or in any linked materials.

- C. The Site may contain comments (including posts and page comments) from third parties who are not owned or controlled by CATTLE COUNTRY. CATTLE COUNTRY does not endorse the content or views expressed by any third parties unless otherwise expressly stated.
- D. The Site may provide a vehicle (such as message boards, social media feeds, message boards) for you to submit photographs, suggestions, reviews, recordings, and/or other materials to the Site (collectively referred to herein as “User Content”). By submitting User Content you agree to the following:
 - i. You own and/or control all rights and permissions to the User Content such that the submission of such User Content will not violate the rights of any third party;
 - ii. You grant CATTLE COUNTRY a perpetual, unlimited, royalty-free, sublicenseable right to use such User Content;
 - iii. CATTLE COUNTRY is not obligated to post and/or otherwise use any submitted User Content;
 - iv. CATTLE COUNTRY does not endorse any User Content; and
 - v. You will be responsible for any loss or harm caused by your submission of the User Content..
- E. The Site contains links to third-party sites that are not owned or controlled by CATTLE COUNTRY. CATTLE COUNTRY has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any such third party sites. In addition, CATTLE COUNTRY will not and cannot censor or edit the content of any third-party site. By using the Site, you expressly relieve CATTLE COUNTRY from any and all liability arising from your use of any third-party site.
- F. The Site is intended to be accessed by individuals residing in the United States. You expressly accept all risk if you chose to access the Site from outside the United States.
- G. CATTLE COUNTRY reserves the right to discontinue any aspect of the Site at any time.

3. General Use of the Site Permissions and Restrictions

CATTLE COUNTRY hereby grants you permission to access and use the Site as set forth in these Terms of Use, provided that:

- A. You agree not to distribute in any medium any part of CATTLE COUNTRY Site without CATTLE COUNTRY's prior written authorization.
- B. You agree not to alter or modify any part of the Site.

- C. You agree not to access CATTLE COUNTRY Site through any technology or means other than those explicitly authorized by CATTLE COUNTRY.
- D. You agree not to use the Site for any commercial use without the prior written authorization of CATTLE COUNTRY. Prohibited commercial uses include any of the following actions taken without CATTLE COUNTRY's express approval:
 - i. sale of access to the Site or its related services on another Site;
 - ii. use of the Site or its related services for the primary purpose of gaining advertising or subscription revenue; and/or
 - iii. the sale of advertising, on the Site or any third-party Site, targeted to the content of specific content owned by CATTLE COUNTRY.

4. Protection of CATTLE COUNTRY Site.

A. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that access the Site in a manner that sends more request messages to the Site servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser. Notwithstanding the foregoing, CATTLE COUNTRY grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. CATTLE COUNTRY reserves the right to revoke these exceptions either generally or in specific cases.

B. You agree not to collect or harvest any personally identifiable information from the Site, nor to use the communication systems provided by the Site (e.g. comments) for any commercial solicitation purposes.

C. CATTLE COUNTRY reserves the right to take appropriate legal action, including, but not limited to, referral to law enforcement, for any illegal or unauthorized use of the Site.

5. Your Use of Content on the Site.

In addition to the general restrictions above, the following restrictions and conditions apply specifically to your use of Content on CATTLE COUNTRY Site.

A. The content on the Site (including, without limitation, text, software, scripts, graphics, photos, sounds, videos, and interactive features) (collectively referred to herein as "Content") and the trademarks, service marks and logos contained therein ("Marks"), are owned by and/or licensed to CATTLE COUNTRY, subject to copyright, trademark, and other intellectual property rights under the law. Content on the Site is provided to you AS IS for your information and personal use only and may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. CATTLE COUNTRY reserves all rights not expressly granted in and to the Site and the Content.

B. You may access CATTLE COUNTRY Content for your information and personal use solely as intended through the provided functionality of the Site.

C. You agree not to circumvent, disable or otherwise interfere with security-related features of the CATTLE COUNTRY Site or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Site or the Content therein.

6. Digital Millennium Copyright Act

A. Pursuant to the Digital Millennium Copyright Act (DMCA) (See 17 U.S.C. 512), copyright owners and/or their agents who believe that Content on the Site infringes their copyright and/or any other intellectual property right, may submit notification of the suspected infringement to CATTLE COUNTRY, and must do so in accordance with the requirements of the Digital Millennium Copyright Act. Failure to comply with the requirements of the DMCA will result in a failure of notice for the purposes of the statute. Your notification to CATTLE COUNTRY should:

1. Identify the copyrighted work you claim has been infringed.
2. Identify the material you claim is infringing (along with information reasonably sufficient to permit CATTLE COUNTRY to locate the material).
3. Include your mailing address, email address, and telephone number.
4. Include the following statement: "I have a good faith belief that the disputed use of the copyrighted material or reference or link to such material is not authorized by the copyright owner, its agent, or the law."
5. Include the following statement: "I hereby state that the information in this notification is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
6. Be sent to CATTLE COUNTRY's designated DMCA agent at the following address: Wine Country Festival, LLC c/o Joseph Stallone, Esq., 3701 Kirby Dr., Suite 1000, Houston, Texas 77098, stallone@ohdlegal.com.

B. Counter-Notice. If you believe that your Content was wrongfully taken down pursuant to a DMCA notification, you may file a counter-notification. Your counter-notification to CATTLE COUNTRY should:

1. Identify the material you believe was wrongfully removed (including the source address of the content).
2. Include your mailing address, email address, and telephone number.

3. Include a statement, under penalty of perjury, that you have a good faith belief that the content was removed in error.

4. Include a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if your address is outside of the United States, for any judicial district in which CATTLE COUNTRY may be found, and that you will accept service of process from the person who provided the original notification or an agent of such person.

5. Be sent to CATTLE COUNTRY's designated DMCA agent at the following address: Wine Country Festival, LLC c/o Joseph Stallone, Esq., 3701 Kirby Dr., Suite 1000, Houston, Texas 77098, stallone@ohdlegal.com.

7. WARRANTY DISCLAIMER

YOU AGREE THAT YOUR USE OF CATTLE COUNTRY SITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, CATTLE COUNTRY (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SITE, THE SERVICES, AND YOUR USE THEREOF. CATTLE COUNTRY MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE AND ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF SUCH CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR SITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE. CATTLE COUNTRY DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR ANY HYPERLINKED SITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND CATTLE COUNTRY WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT,

YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

8. INDEMNITY

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS CATTLE COUNTRY, ITS PARENTS, MEMBERS, OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, OBLIGATIONS, LOSSES, LIABILITIES, COSTS OR DEBT, AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES) ARISING FROM:

- A. YOUR USE OF AND ACCESS TO THE SITE;**
- B. YOUR VIOLATION OF ANY TERM OF THESE TERMS OF USE OR THE PRIVACY POLICY; OR**
- C. YOUR VIOLATION OF ANY THIRD PARTY RIGHT, INCLUDING WITHOUT LIMITATION ANY COPYRIGHT, PROPERTY, OR PRIVACY RIGHT.**

THIS DEFENSE AND INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF USE AND YOUR USE OF THE SITE.

9. Ability to Accept Terms of Use

By using the Site and/or submitting any User Content, you affirm that you are either more than 18 years of age, or an emancipated minor, or that you are at least 13 years old and that you possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use.

10. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by CATTLE COUNTRY without restriction.

11. Choice of Law / Dispute Resolution

You agree that: (i) the Site shall be deemed solely based in Texas; and (ii) the Site shall be deemed a passive Site that does not give rise to personal jurisdiction over CATTLE COUNTRY, either specific or general, in jurisdictions other than Texas. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas without regard to its conflict of laws principles. The parties agree that any and all disputes, claims or controversies arising out of or related to this Agreement shall be submitted to mediation and if the matter is not resolved through mediation, it shall be submitted for binding arbitration. Unless the parties agree otherwise, any mediation and/or arbitration shall take place in the State of

Texas, Austin, and shall be administered by, and pursuant to the rules of, the American Arbitration Association. Disputes shall be arbitrated on an individual basis.

12. Miscellaneous

These Terms of Use, together with the Privacy Policy and Ticket/Entrance Policy and any other legal notices published by CATTLE COUNTRY on the Site, shall constitute the entire agreement between you and CATTLE COUNTRY concerning CATTLE COUNTRY Site. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of this these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and CATTLE COUNTRY's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

13. Questions

If you have any questions, comments, or complaints regarding these Terms of Use of the Site, please contact us at:

Wine Country Festival, LLC d/b/a Cattle Country Fest
info@cattlecountryfest.com
(830) 339-2488