

## TERMS OF USE

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CAREFULLY READ EACH AND EVERY TERM AND CONDITION OF THE TERMS OF USE IN ITS ENTIRETY.

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ABGA MAY UPDATE, REVISE, SUPPLEMENT, AMEND, WAIVE, OR OTHERWISE MODIFY THE TERMS OF USE FROM TIME-TO-TIME, AND AT ANY TIME, BY POSTING SUCH UPDATES, REVISIONS, SUPPLEMENTS, MODIFICATIONS OR AMENDMENTS (COLLECTIVELY, “MODIFICATION”, “MODIFICATIONS”, “MODIFY”, OR “MODIFIED”) ON THE SITE. ANY MODIFICATION SHALL BE EFFECTIVE IMMEDIATELY UPON ITS POSTING ON THE SITE, AND WILL ONLY BE APPLICABLE TO DISPUTES ARISING, OR ARISING OUT OF EVENTS OCCURRING, AFTER SUCH POSTING HAS BEEN MADE. YOU ARE SOLELY RESPONSIBLE FOR MONITORING AND REVIEWING ALL MODIFICATIONS.

**YOUR ACCESS AND USE OF THE SITE IN ANY WAY IS EVIDENCE OF YOUR AWARENESS AND ACCEPTANCE OF THE TERMS OF USE (AS IT MAY BE MODIFIED BY ABGA FROM TIME-TO-TIME). THE TERMS OF USE IS A BINDING CONTRACT BETWEEN YOU AND ABGA.**

IF YOU DO NOT AGREE TO ANY TERMS OR CONDITIONS OF THE TERMS OF USE (AS IT MAY BE MODIFIED FROM TIME-TO-TIME), THEN YOU ARE PROHIBITED FROM ACCESSING OR MAKING ANY USE OF THE SITE OR ANY GOODS OR SERVICES PROVIDED IN CONNECTION WITH THE SITE.

IF YOU ARE NOT EIGHTEEN (18) YEARS OF AGE OR OLDER, THEN YOU ARE PROHIBITED FROM ACCESSING OR MAKING ANY USE OF THE SITE, UNLESS YOUR ACCESS AND USE IS UNDER THE SUPERVISION OF YOUR PARENT OR LEGAL GUARDIAN, IN WHICH CASE YOUR PARENT OR LEGAL GUARDIAN IS RESPONSIBLE FOR ANY AND ALL OF YOUR ACTIVITIES RELATED TO THE SITE.

**1. Proprietary Rights.** The Site (together with all databases, content, and information found thereon, all elements and derivatives thereof, and all proprietary associated therewith like copyrights, trademarks, patent rights, trade secrets, and personal property) are the sole and exclusive property of ABGA or, with regard to certain elements of the Site, the sole and exclusive property of a third party who has licensed the same to ABGA. Your right to access and use the Site is not coupled with an interest. In no event shall You own, have or retain any rights, titles, or interests in or to the Site or any databases, content, or information found thereon, other than those limited rights expressly provided for under the Terms of Use.

**2. Reservation of Rights.** Nothing in the Terms of Use shall restrict or limit any rights, titles, or interests of ABGA or ABGA’s third-party licensor in and to the Site, any databases, content, or information found thereon, or any elements or derivatives thereof.

### 3. User Conduct.

**3.1 In General.** You shall not engage in, encourage, or incite any of the following conduct, regardless of whether You are aware or unaware of such conduct: (a) impersonate any person or entity; (b) use, download, stream, copy, reproduce, modify, adapt, publish, translate, create derivative works from, transmit distribute, perform, display, or otherwise exploit the Site or any content found thereon for commercial or non-commercial purposes, except as expressly provided for under the Terms of Use; (c) engage in activities which involve or concern decryption, security bypassing, computer, software or network hacking, data mining, harvesting of client or personal information, reverse engineering, copying, or the like; (d) gain or attempt to gain unauthorized access to computer systems, networks, information, or materials through any means or through the Site; (e) use the Site or the Site's servers in any manner with the intent to interrupt, damage, disable, overburden, or impair the Site or the Site's servers, including, without limitation and by way of example only, sending mass unsolicited messages, "flooding" the Site's server(s) with requests, or uploading software codes or spyware programs (malicious or otherwise) to the Site; or (f) use the Site or the Site's services in violation of any international, federal, state, or local law.

**3.2 Indemnification.** YOU SHALL INDEMNIFY, RELEASE, AND HOLD HARMLESS ABGA AND ABGA'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS, AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES) INCURRED BY OR ASSERTED AGAINST SUCH INDEMNITEES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR MISUSE OF THE SITE, OR YOUR PLACEMENT, TRANSMISSION, OR DISTRIBUTION OF ANY MESSAGE, CONTENT, SOFTWARE, CODE, OR OTHER INFORMATION OR MATERIALS ON OR THROUGH THE SITE.

**3.3 Access and Interference.** The following practices are strictly prohibited: (a) the systematic retrieval of data or other information or materials from this Site to directly or indirectly create or compile, in whole or in part, a collection, compilation, database, or directory; (b) the use of a software, code program, process, device, or routine (including, without limitation and by way of example only, robots, scrapers, spiders, viruses, and malware) used to monitor, copy, disrupt, interfere with, or impermissibly access, in whole or in part, the Site or any content found thereon; (c) "screen scraping," "database scraping," or any other practice or activity that serves to obtain data or other information or materials about ABGA, the Site, or the Site's users; (d) framing or the use of framing techniques to enclose any trademark, logo, or other properties of ABGA (including, without limitation and by way of example only, images, text, page layout, or form); (e) the use of meta tags or any other "hidden text" utilizing ABGA's name or trademarks; (f) the use of any software, program, process, device, or routine (including, without limitation and by way of example only, robots, scrapers, spiders, viruses, and malware) to bypass or circumvent any security measure which ABGA may utilize to prevent You or others from breaching the terms and conditions of the Terms of Use, or from impermissibly monitoring, impermissibly copying, disrupting, interfering with, or

impermissibly accessing, in whole or in part, the Site or any content found thereon; and (g) any act that will overload, unreasonably disrupt, or unreasonably interfere with the infrastructure of the Site or the Site's server.

**3.4 Noncommercial, Personal Use Only.** The Site and any content from the Site is for Your personal, noncommercial use only. Your commercial or non-personal use of the Site or any content found thereon requires the prior written consent of ABGA.

**4. Privacy.** In the course of Your access and use of the Site, You may be asked to provide certain personalized information to ABGA (the "User Information"). ABGA's collection and use policies with respect to the privacy of such User Information are set forth in ABGA's Privacy Policy (as it may be modified by ABGA from time-to-time), which is incorporated herein by reference for all purposes (the "Privacy Policy"). You acknowledge and agree that You are solely responsible for the accuracy and content of the User Information, and that You are solely responsible for keeping the User Information up to date.

**5. Third-Party Sites.** You may be able to follow a link from the Site to third-party websites (collectively, "Linked Sites"). ABGA is not responsible for the availability of or content found on Linked Sites. You acknowledge and agree that ABGA is not responsible for any content, goods, services, promotions, advertisements, programs, codes, or other information or materials which may or may not be found on or arise from Linked Sites (including, without limitation and by way of example only, malicious software, spyware programs, and illegal content). Links from the Site to Linked Sites do not constitute an affiliation with, association with or endorsement of those Linked Sites or any content, goods, services, promotions, advertisements, programs, codes, or other information or materials which may or may not be found on or arise from those Linked Sites.

**6. Injunctive Relief.** You understand and acknowledge that the unauthorized access and use of the Site will cause ABGA immediate and irreparable harm and significant injury, which may be difficult to measure with certainty or to compensate through monetary damages. Therefore, You agree that in the event You directly, indirectly, or inadvertently cause an unauthorized access or use of the Site, ABGA shall be entitled to obtain a temporary restraining order, a preliminary injunction, a temporary injunction, and/or a permanent injunction, without the necessity of a bond, against such breach from any court of competent jurisdiction. ABGA's right to obtain such relief shall not limit its right to obtain other remedies. In addition, ABGA may seek commensurate remuneration for any and all activities required to investigate and verify the unauthorized access or use of the Site.

**7. Username and Password; Security.** ABGA may provide you with a username and password to access one or more of the databases found on or accessible through the Site. It is your responsibility to keep said username and password safe and confidential. You are not allowed to share said username and password with any other person or entity. You shall notify ABGA immediately of any unauthorized use of said username and password, and of any unauthorized access or use of the Site or any databases, content, or information found thereon.

**8. Termination of Services.** ABGA may, in its sole discretion, terminate, change, suspend or discontinue any aspect of the Site at any time, for any reason or no reason, and without notice to You.

**9. Termination of Terms of Use.** The Terms of Use, and the rights granted and goods and services provided to You under the Terms of Use or in connection with the Site, shall automatically terminate upon the earlier of either: (a) the material or immaterial breach of any term or condition of the Terms of Use by or because of You; or (b) ABGA providing You with written notice of the termination of the Terms of Use for any reason or no reason. Upon the termination of the Terms of Use, You shall no longer have the right to access or use the Site. The rights and obligations under **Sections 1, 2, 3.2, 6, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of the Terms of Use** shall survive the termination of the Terms of Use.

**10. Disclaimers.**

**10.1 General Disclaimer.** YOUR SUBSCRIPTION TO, ACCESS OF, AND USE OF THE SITE IN ANY WAY IS DONE AT YOUR OWN RISK. ABGA DOES NOT MAKE, NOR HAS ABGA MADE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE (WHETHER DIRECT OR INDIRECT, WHETHER ORAL OR IN WRITTEN, OR WHETHER EXPRESS OR IMPLIED) TO YOU WITH RESPECT TO THE SITE OR ANY GOODS OR SERVICES PROVIDED IN CONNECTION WITH THE SITE. ACCORDINGLY, ABGA EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD FAITH AND FAIR DEALING, TITLE, NON-INFRINGEMENT, QUALITY, AND PERFORMANCE), AND WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM, AND USAGE IN TRADE. ABGA HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE SITE OR ANY GOODS OR SERVICES PROVIDED IN CONNECTION WITH THE SITE THAT HAS BECOME ANY BASIS OF THIS BARGAIN. THERE ARE NO WARRANTIES (EXPRESS, IMPLIED OR OTHER) THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE OF THE TERMS OF USE.

**10.2 Disclaimer About Certain Information or Content.** ANY OPINIONS, ADVICE, STATEMENTS, OFFERS, OR OTHER INFORMATION OR CONTENT FOUND ON OR MADE AVAILABLE THROUGH THE SITE ARE THOSE OF THEIR RESPECTIVE AUTHORS AND NOT OF ABGA, AND SHOULD NOT NECESSARILY BE RELIED UPON. SUCH AUTHORS ARE SOLELY RESPONSIBLE FOR THE ACCURACY OF SUCH INFORMATION OR CONTENT. ABGA DOES NOT GUARANTEE, ADOPT OR ENDORSE THE ACCURACY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY SUCH INFORMATION OR CONTENT, AND IS NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, RELIABILITY, OR USEFULNESS OF ANY SUCH INFORMATION OR CONTENT. UNDER NO CIRCUMSTANCES WILL ABGA BE RESPONSIBLE FOR ANY LOSS OR DAMAGE RESULTING FROM YOUR RELIANCE ON ANY SUCH INFORMATION OR CONTENT.

**11. General Release and Waiver.** YOU EXPRESSLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVE, RELEASE, AND DISCHARGE ABGA AND ABGA'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, AND DAMAGES (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, PUNITIVE AND SPECIAL DAMAGES, COSTS, ATTORNEYS' FEES, LOST

PROFITS, LOST BUSINESS OPPORTUNITIES, AND INSURANCE EXPENSES) WHATSOEVER WHICH YOU OR ANY THIRD PARTY HAVE OR MAY HAVE AGAINST THEM FOR POOR SERVICE, INDEMNIFICATION, DAMAGE TO PERSONAL PROPERTY, BREACH OF OR INTERFERENCE WITH A THIRD-PARTY WARRANTY OR CONTRACT, NEGLIGENCE, RECKLESSNESS, PRODUCTS LIABILITY, CRIMINAL LIABILITY, INFRINGEMENT, INVASION OF THE RIGHT OF PRIVACY, VIOLATION OF THE RIGHT OF PUBLICITY, DEFAMATION, DISPARAGEMENT, INDECENCY, OBSCENITY, FRAUD, MISREPRESENTATION, DISCRIMINATION, INDEMNIFICATION, REIMBURSEMENT, AND/OR ANY OTHER LEGAL THEORY ARISING FROM OR IN CONNECTION WITH THE SITE OR ANY GOODS OR SERVICES PROVIDED IN CONNECTION WITH THE SITE.

**12. Limitation of Liability.** IN NO EVENT SHALL ABGA OR ABGA'S OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OWNERS, PARTNERS, AGENTS, EMPLOYEES, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, OR ASSIGNS BE LIABLE TO (OR BE OBLIGATED TO INDEMNIFY) YOU OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, COSTS, ATTORNEYS' FEES, LOST PROFITS, LOST BUSINESS OPPORTUNITIES, OR INSURANCE EXPENSES FOR OR IN CONNECTION WITH ANY CLAIM OF BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, DAMAGE TO PERSONAL PROPERTY, BREACH OF OR INTERFERENCE WITH A THIRD-PARTY WARRANTY OR CONTRACT, NEGLIGENCE, RECKLESSNESS, PRODUCTS LIABILITY, CRIMINAL LIABILITY, INFRINGEMENT, INVASION OF THE RIGHT OF PRIVACY, VIOLATION OF THE RIGHT OF PUBLICITY, DEFAMATION, DISPARAGEMENT, INDECENCY, OBSCENITY, FRAUD, MISREPRESENTATION, DISCRIMINATION, INDEMNIFICATION, REIMBURSEMENT, AND/OR ANY OTHER LEGAL THEORY ARISING FROM OR IN CONNECTION WITH THE SITE OR ANY GOODS OR SERVICES PROVIDED IN CONNECTION WITH THE SITE.

**13. Representations, Warranties, and Covenants; Indemnification.** You represent and warrant to ABGA that: (a) You are a natural person; (b) You are eighteen (18) years of age or older; (c) You have read the Terms of Use in their entirety; (d) You have the full right and authority to enter into and abide by the terms and conditions of the Terms of Use in their entirety; (e) You understand and acknowledge that, by accepting the Terms of Use, You are giving up certain legal rights and remedies; (f) You voluntarily accept and agree to the terms and conditions of the Terms of Use in their entirety; and (g) You will not violate any applicable international, federal, state, or local laws, which may concern the Site.

**14. Modification.** Any Modification shall be effective immediately upon its posting on the Site and will only be applicable to disputes arising, or arising out of events occurring, after such posting has been made. You are solely responsible for monitoring and reviewing all Modifications. YOUR ACCESS AND USE OF THE SITE IN ANY WAY AFTER ANY MODIFICATION MADE IS EVIDENCE OF YOUR ACCEPTANCE OF SUCH MODIFICATION.

**15. Miscellaneous.**

**15.1 Relationship of Parties.** You and ABGA acknowledge and agree that no type of fiduciary relationship, agency relationship, employer-employee relationship, independent contractor relationship, joint venture, or partnership has or will be created by the Terms of Use. The Terms of Use and the performance of the parties' obligations hereunder are merely part of an ordinary arm's length commercial transaction.

**15.2 No Assignment or Delegation.** You shall not assign, delegate, or otherwise transfer any of Your rights or obligations under the Terms of Use without ABGA's prior written consent. Any purported transfer without such prior written consent shall be void. ABGA shall have the unencumbered and unlimited right to freely assign, delegate, and otherwise transfer any of its rights and obligations under the Terms of Use.

**15.3 Waiver of Rights.** A party's delay or failure to exercise a right or remedy available under the Terms of Use shall not constitute a waiver of such right or remedy. Any waiver of ABGA's rights or remedies under the Terms of Use must be in a writing signed by ABGA.

**15.4 Headings.** Headings are inserted in the Terms of Use for reference and convenience only and in no way define, limit, or describe the scope or intent of the Terms of Use.

**15.5 Governing Law; Jurisdiction; Venue.** The Terms of Use shall be governed, interpreted, and enforced in accordance with the laws of the State of Texas and applicable federal law of the United States of America, regardless of the place of its execution, acceptance, or performance and any conflicts of law analysis. For the avoidance of any doubt, The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms of Use. YOU AND ABGA IRREVOCABLY AGREE, CONSENT AND OTHERWISE SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF A COURT OF APPROPRIATE SUBJECT MATTER JURISDICTION LOCATED IN TOM GREEN COUNTY, TEXAS, UNITED STATES OF AMERICA FOR THE ADJUDICATION OF ANY DISPUTE, CONTROVERSY OR CLAIM ARISING FROM OR IN CONNECTION WITH THE TERMS OF USE.

**15.6 Severability.** If any term or condition of the Terms of Use is held invalid or unenforceable by a court of appropriate jurisdiction, then said term or condition shall be severed from the Terms of Use and the remaining terms and conditions shall not be affected.

**15.7 Entire Agreement.** The Terms of Use, together with the [Privacy Policy](#), sets forth the entire agreement between You and ABGA and supersedes all prior agreements, if any, made between You and ABGA (orally or in writing) relative to the subject matter of the Terms of Use, unless otherwise acknowledged in a writing by ABGA.

**15.8 Contact.** Please direct any questions or comments You may have about the Site or the Terms of Use to the following:

American Boer Goat Association  
1207 S. Bryant Boulevard, Suite C  
San Angelo, Texas 76903  
Tel.: (325) 486-2242  
Fax: (325) 486-2637

The foregoing contact information may change from time-to-time.

**Dated:** November 1, 2011