

TERMS OF USE

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AGREEMENT TO TERMS

These Terms of Use constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“**you**”) and Iron Barn Construction, LLC (“**Company**”, “**we**”, “**us**”, or “**our**”), concerning your access to and use of the www.ironbarnconstruction.com website as well as any other media form, media channel, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “**Site**”). You agree that by accessing the Site, you have read, understood, and agreed to be bound by all of these Terms of Use. IF YOU DO NOT AGREE WITH ALL OF THESE TERMS OF USE, THEN YOU ARE EXPRESSLY PROHIBITED FROM USING THE SITE AND YOU MUST DISCONTINUE USE IMMEDIATELY.

Supplemental terms of conditions or documents that may be posted on the Site from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms of Use at any time and for any reason. We will alert you about any changes by updating the “Last updated” date of these Terms of Use, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Terms of Use to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Terms of Use by your continued use of the Site after the date such revised Terms of Use are posted.

The information provided on the Site is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Site from other locations, do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

The Site is not tailored to comply with industry-specific regulations (Health Insurance Portability and Accountability Act (HIPAA), Federal Information Security Management Act (FISMA, etc.), therefore if your interactions would be subjected to such laws, you may not use this Site. You may not use the Site in a way that would violate the Gramm-Leach-Bliley Act (GLBA).

This Site is available only to entities and persons over the age of legal majority who can form legally binding agreement(s) under applicable law. All users who are minors in the jurisdiction in which they reside (generally under the age of eighteen (18)) must have the permission of, and be directly supervised by, their parent or guardian to use the Site. If you are a minor, you must have your parent or guardian read and agree to these Terms of Use prior to you using the Site. If you do not qualify, you are not permitted to use the Site. As long as you comply with these Terms of Use, we grant you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Site.

INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated, the Site is our proprietary property including, but not limited to, all source code, databases, functionality, software, website designs, audio, video, text, photographs, graphics, structure, selection, coordination, expression, "look and feel" and arrangement of such Content on the Site (collectively, the "Content") and the trademarks, service marks, and logos contained therein (the "Marks") are owned or controlled by us or licensed to us, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the United States, international copyright laws, and international conventions. Elements of the Site are also protected by trade dress, trade secret, unfair competition, and other laws and may not be copied or imitated in whole or in part.

The Content and the Marks are provided on the Site "AS IS" for your information and personal use only. Except as expressly provided in these Terms of Use, no part of the Site, no Content and no Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold licensed, "mirrored" or otherwise exploited for any commercial purpose whatsoever, without our express and prior written permission.

Provided that you are eligible to use the Site, we grant you a limited, personal, non-transferable, non-sublicensable, revocable license to (a) access and use the Site, Contents, and Marks only in the manner presented by us, and (b) access and use our computer and network services offered within the Site only in the manner expressly permitted by us. Except to the extent required by law or as expressly provided herein, none of the Content, Marks and/or information on this Site may be reverse-engineered, modified, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold or redistributed without the prior written consent of our company. You may not make, sell, offer for sale, modify, reproduce, display, publicly perform, import, distribute, retransmit or otherwise use the Content or Marks on this Site in any way, unless expressly permitted to do so by us.

USER REPRESENTATIONS

By using the Site, you represent and warrant that: (1) all submitted registration information containing your personal data will be true, accurate, current, and complete; (2) you will maintain the accuracy of such information and promptly update such registration information as necessary; (3) you have the legal capacity and you agree to comply with these Terms of Use; (4) you are not a minor in the jurisdiction in which you reside, or if a minor, you have received parental permission to use the Site; (5) you will not access the Site through automated or nonhuman means, whether through a bot, script, or otherwise; (6) you will not access the Site for any illegal or unauthorized purpose; and (7) your use of the Site will not violate any applicable law or regulation.

With respect to any individual whose personal data is provided by you to us through the Site, you represent to us that you have the authority to provide such personal data and that you have provided all necessary notice and obtained all necessary consents for the processing of such personal data.

If you provide any personal data that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Site (or any portion thereof).

USER REGISTRATION

Certain services or features offered on or through the Site may require you to register an account, to include setting up a username and password. You are solely responsible for protecting the confidentiality of your information that you provide for the account, including your password. You are liable for any and all activity that transpires under your account as a result of your failing to keep your information protected and confidential. Under these Terms of Use, you agree to notify us immediately of any unauthorized access and/or use of your account, or any other breach of security that you are aware of regarding your account or the Site at large. Our company reserves the right to hold you liable for losses incurred by us or any other user of, or visitor of our Site, due to unauthorized access to your account as a result of your failing to keep your account information protected and confidential.

You may not, at any time, use another's username, password or account without the explicit permission and authorization of the account holder of that username, password or account. We cannot and will not be held responsible for any damages or losses emanating from your failure to comply with these obligations.

We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

EMAIL

You hereby agree that we are able to send you electronic mail (email) correspondence, to include promotional emails, and receive email correspondence from you. You release us from any claim you may have as a result of any unauthorized copying, recording, reading, or interference with the email, or the information contained within it, or for any delay or non-delivery of any email, document or information contained within the email, and/or for any damage caused to your system or any files by an email after transmission from our servers. You further acknowledge and agree that sending unsolicited bulk email, chain letters, pyramid schemes, and hoaxes to our servers is prohibited. Additionally, you hereby agree you will not transmit inappropriate content through email to our company. Such inappropriate content includes, but is not limited to sending (a) introduction of viruses, Trojan horses, worms, cancelbots, or any other harmful program or routines, (b) pornography or other explicit content, (c) unsolicited content, (d) unlawful or offensive material as determined in our sole discretion, (d) misleading or inaccurate information, or (e) infringes on the intellectual property rights of any person or company.

SMS MESSAGING

In providing your phone number with your account, or through a web form submission, you give express consent for us to send you SMS messages as a part of normal business operations by our company, and for your use of our Services. You expressly consent to SMS messages for dissemination, incentives, invitations, general business inquiries, and general customer engagements. You hereby agree you will not transmit inappropriate content through SMS messages to our company. Such inappropriate content includes, but is not limited to sending (a) introduction of viruses, Trojan horses, worms, cancelbots, or any other harmful program or routines, (b) pornography or other explicit content, (c) unsolicited content, (d) unlawful or offensive material as determined in our sole discretion, (d) misleading or inaccurate information, or (e) infringes on the intellectual property rights of any person or company.

PRODUCTS

We make every effort to display as accurately as possible the specifications and details of the Services available on the Site. However, we do not guarantee that the colors and specifications of the representation of our Services on your electronic display accurately reflects the actual colors and details of our Services. All Services are subject to availability, and we cannot guarantee that materials will be in stock by us or our suppliers. We reserve the right to discontinue, add, suspend any Services at any time for any reason, at our sole discretion. We also reserve the right to update, improve, amend, or otherwise change the specifications of any Service at any time, with or without prior notice, without incurring, any obligation with respect thereof. Sales of any new Services introduced by us shall be governed by this Agreement unless otherwise stated by us. Service prices are subject to change.

PURCHASES AND PAYMENT

We accept the following forms of payment:

- Visa
- Mastercard
- American Express
- Discover
- ACH
- Check
- Cash (U.S. Dollars)
- ApplePay

You agree to provide current, complete, and accurate purchase and account information for all purchases made via our Third-Party Service provider. You further agree to promptly update account and payment information, including email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed. Sales tax will be added to the price of purchases as deemed required by us. We may change prices at any time. All payments shall be in U.S. dollars.

You agree to pay all charges at the prices then in effect for our Services and any applicable fees, and you authorize us to charge your chosen payment provider for any such amounts against your invoice. We reserve the right to correct any errors or mistakes in pricing, even if we have already requested or received payment. We reserve the right to refuse any Service request placed through the Site.

PROHIBITED ACTIVITIES

You may not access or use the Site for any purpose other than that for which we make the Site available. The Site may not be used in connection with any commercial endeavors except those that are specifically endorsed or approved by us.

As a user of the Site, you agree not to:

- 1) Systematically retrieve data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database, or directory without written permission from us. You may not use any “spider”, “robot”, “deep-link”, or “page-scrape”, or any other automated program, device, algorithm, or methodology, or use any other equivalent or similar manual process to acquire, access, copy, or monitor any part of our Site, or our Content and Marks, or circumvent our Sites navigational structure, or reproduce the presentation of the Site, or any of our Content and Marks, or attempt to obtain documents, information, or materials not made purposely available through the Site. We reserve the right to prohibit any such activity.
- 2) Make any unauthorized use of the Site, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses. You are prohibited to trace or seek, or reverse look-up any information about any other user or visitor to our Site, any customer account not specifically owned by you, or of any other customer of our Site, to its source, or to exploit our Site or any information available or offered through or by our Site, or any of our Third-Party Services used in connection with our Site, in any way to purposely reveal any information including, but not limited to others personal data or identification, as provided by our Site.
- 3) Circumvent, disable, or otherwise interfere with security-related features of the Site, including features that prevent or restrict the use or copying of any Content and Marks or enforce limitations on the use of the Site and/or the Content and Marks contained therein. By accessing or using our Site, you may not attempt to gain unauthorized access to any feature, functionality, or portion of the Site, or any other systems, servers, or networks connected to the Site, or our Third-Party Services by any illegitimate means including, but not limited to hacking, brute force attacks, or password “mining.”
- 4) Engage in unauthorized framing of or linking to the Site.
- 5) Trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords.
- 6) Make improper use of our support services or submit false reports of abuse or misconduct.
- 7) Engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools. You hereby agree to refrain from using any software, routine, or device to interfere, or

attempt to interfere with our Site, any transaction taking place on our Site, or any other individual's use of our Site.

- 8) Interfere with, disrupt, or create an undue burden on the Site or the networks or services connected to the Site.
- 9) Attempt to impersonate another user or person or use the username of another user.
- 10) Sell or otherwise transfer your profile.
- 11) Use any information obtained from the Site in order to harass, abuse, or harm another person.
- 12) Use the Site as part of any effort to compete with us or otherwise use the Site and/or the Content and Marks for any revenue-generating endeavor or commercial enterprise.
- 13) Decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the Site.
- 14) Attempt to bypass any measures of the Site designed to prevent or restrict access to the Site, or any portion of the Site.
- 15) Harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Site to you.
- 16) Delete the copyright or other proprietary rights notice from any Content or Marks.
- 17) Copy or adapt the Site's software, including but not limited to Flash, PHP, HTML, JavaScript, or other code.
- 18) Upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Site or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Site.
- 19) Upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1 x 1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
- 20) Except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Site, or using or launching any unauthorized script or other software.
- 21) Disparage, tarnish, or otherwise harm, in our opinion, us and/or the Site.
- 22) Use the Site in a manner inconsistent with any applicable laws or regulations.

USER GENERATED CONTRIBUTIONS

We may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Site, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Site and through Third-Party websites. As such, any Contributions you transmit may be treated in accordance with the Site Privacy Policy. When you create or make available any Contributions, you thereby represent and warrant that:

- 1) The creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to, the copyright, patent, trademark, trade secret, or moral rights of any Third-Party.
- 2) You are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Site, and other users of the Site to use your Contributions in any manner contemplated by the Site and these Terms of Use.
- 3) You have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Site and these Terms of Use.
- 4) The Contributions are not false, inaccurate, or misleading.
- 5) Your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.
- 6) Your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable as determined by our sole discretion.
- 7) Your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
- 8) Your Contributions are not used to harass or threaten (in the legal sense of those terms) any other person and to promote violence against a specific person or class of people.
- 9) Your Contributions do not violate any applicable law, regulation, or rule.
- 10) Your Contributions do not violate the privacy or publicity rights of any Third-Party.
- 11) Your Contributions do not contain any material that solicits personal information from anyone under the age of eighteen (18) or exploits people under the age of eighteen (18) in a sexual or violent manner.
- 12) Your Contributions do not violate any applicable law concerning child pornography, or otherwise intended to protect the health or well-being of minors.
- 13) Your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap.
- 14) Your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms of Use, or any applicable law or regulation.

Any Use of the Site in violation of the foregoing violates these Terms of Use and may result in, among other things, termination or suspension of your rights to use the Site.

CONTRIBUTION LICENSE

We do not assert any ownership over your Contributions. You retain full ownership of all of your Contributions and any intellectual property rights or other proprietary rights associated with your Contributions. We are not liable for any statements or representations in your Contributions provided by you in any area on the Site. You are solely responsible for your Contributions to the Site and you expressly agree to exonerate us from any and all responsibility and to refrain from any legal action against us regarding your Contributions.

PRIVACY

You agree that we may access, store, process, and use any information and personal data that you provide following the terms of our Privacy Policy.

SUBMISSIONS

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information ("Submissions") regarding the Site provided by you to us are non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

LINKS

Outbound Links. The Site may contain links to Third-Party Services and resources (collectively, "Linked Sites"). These Linked Sites are provided solely as a convenience to you and not as an endorsement by us of the content on such Linked Sites. We make no representations or warranties regarding the correctness, accuracy, performance or quality of any content, software, service or application found at any Linked Site. We are not responsible for the availability of the Linked Sites or the content or activities of such sites. If you decide to access Linked Sites, you do so at your own risk. In addition, your use of Linked Sites is subject to any applicable policies and terms and conditions of use, including but not limited to, the Linked Site's privacy policy.

Inbound Links. Linking to any page of the Site other than to <https://www.ironbarconstruction.com> through a plain text link, or QR Code is strictly prohibited in the absence of a separate linking agreement with us. Any website or other device that links to <https://www.ironbarconstruction.com> or any page available therein is prohibited from (a) replicating Content and Marks, (b) using a browser or border environment around the Content and Marks, (c) implying in any fashion that we or any of our affiliates are endorsing it or its products, (d) misrepresenting any state of facts, including its relationship with us or any of our affiliates, (e) presenting false information about our services, and (f) using any Content or Mark, or any of its affiliates without express written permission from us.

SITE MANAGEMENT

We reserve the right to, but are not bound, to: (1) review and monitor the Site for violations of our Terms of Use; (2) in our sole discretion take relevant legal recourse, such as reporting such user activity to law enforcement, for users who violate these Terms of Use or law, (3) in our sole discretion and without limitation, limit the use of, restrict access to, refuse access to, or disable any of your Contributions to our Site, or any portion thereto; (4) in our sole

discretion and without limitation, remove or otherwise disable all content or files that are in any way burdensome to our Site or deemed excessive in size; and (5) otherwise steward and manage our Site in accordance with protecting our property and rights, in addition to ensuring the proper functioning of our Site.

DISCLAIMER OF WARRANTIES

WE MAKE NO REPRESENTATIONS ABOUT THE RESULTS TO BE OBTAINED FROM USING THE SITE, OUR SYSTEMS, THE SERVICES, THE INFORMATION OR THE CONTENT. THE USE OF SAME IS AT YOUR OWN RISK. THE SITE, OUR SYSTEMS, THE INFORMATION, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. US, OUR LICENSORS, AND OUR SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD-PARTIES' RIGHTS, AND FITNESS FOR A PARTICULAR PURPOSE. WE AND OUR AFFILIATES, LICENSORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY, COMPLETENESS, SECURITY OR TIMELINESS OF THE CONTENT, INFORMATION OR SERVICES PROVIDED ON OR THROUGH THE USE OF THE SITE OR OUR SYSTEMS. NO INFORMATION OBTAINED BY YOU FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTY, SO THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION MAY NOT APPLY TO YOU. IF YOU ARE DEALING AS A CONSUMER, YOUR STATUTORY RIGHTS THAT CANNOT BE WAIVED, IF ANY, ARE NOT AFFECTED BY THESE PROVISIONS. YOU AGREE AND ACKNOWLEDGE THAT THE LIMITATIONS AND EXCLUSIONS OF LIABILITY AND WARRANTY PROVIDED IN THESE TERMS OF USE ARE FAIR AND REASONABLE.

LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW AND TO THE EXTENT THAT WE ARE OTHERWISE FOUND RESPONSIBLE FOR ANY DAMAGES, WE ARE RESPONSIBLE FOR ACTUAL DAMAGES ONLY. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, OUR LICENSORS, OUR SUPPLIERS OR ANY THIRD-PARTIES MENTIONED AT THE SITE BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION RESULTING FROM THE USE OF OR INABILITY TO USE THE SITE, OUR SYSTEMS, INFORMATION, SERVICES OR THE CONTENT WHETHER BASED ON WARRANTY, CONTRACT, TORT, DELICT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY LAW, THE REMEDIES STATED FOR YOU IN THESE TERMS OF USE ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS OF USE.

COMPLIANCE WITH LAW, INCLUDING EXPORT CONTROL

You agree to use the Site in strict compliance with all applicable laws, rulings and regulations and in a fashion that does not, in the sole judgment of us, negatively reflect on the goodwill or reputation of our company and shall take no actions which would cause us to be in violation of any laws, rulings or regulations applicable to us.

We are based in the United States. The United States and certain other jurisdictions control the export of products and information. You agree to comply with all such applicable restrictions and not to export or re-export the Content or Marks (including any software or the Services) to countries or persons prohibited under the United States or other applicable export control laws or regulations. If you access and download the Content or Marks (including any software or the Services) or information, you represent that you are not in a country where such export is prohibited or are not a person or entity to which such export is prohibited. You are solely responsible for compliance with the laws of your local jurisdiction and any other applicable laws regarding the import, export, or re-export of the Content (including any software or the Services).

JURISDICTION

TO THE FULLEST EXTENT PERMITTED BY LAW, YOU HEREBY EXPRESSLY AGREE THAT ANY PROCEEDING ARISING OUT OF OR RELATING TO YOUR USE OF THE SITE, OUR SYSTEMS, INFORMATION, SERVICES AND CONTENT SHALL BE INSTITUTED IN A STATE OR FEDERAL COURT SITTING IN THE COUNTY OF OKLAHOMA, STATE OF OKLAHOMA, UNITED STATES OF AMERICA AND YOU EXPRESSLY WAIVE ANY OBJECTION THAT YOU MAY HAVE NOW OR HEREAFTER TO THE LAYING OF THE VENUE OR TO THE JURISDICTION OF ANY SUCH PROCEEDING. YOU AGREE THAT ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR USE OF THE WEBSITE, OUR SYSTEMS, INFORMATION, SERVICES AND/OR CONTENT MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

GOVERNING LAW AND LANGUAGE

To the fullest extent permitted by law, these Terms of Use are governed by the internal substantive laws of the State of Oklahoma, U.S.A. excluding (i) Oklahoma's conflicts of laws principles. To the fullest extent permitted by law, the controlling language for these Terms of Use is English.

INDEMNIFICATION

You agree to indemnify and hold us, our officers, our directors, our shareholders, our predecessors, our successors in interest, our employees, our agents, and our subsidiaries or affiliates, harmless from any loss, liability, demands, expenses, or claims, to include attorneys' fees, brought against us by any Third-Party due to, or arising out of, or in connection with, your use of our Site.

VIOLATION OF THESE TERMS

We reserve the right to disclose any information we have about you, to include your identity and personal data, if in our sole discretion, determine that such disclosure is necessary in connection with any legal subpoena, investigation, or complaint regarding your use of our Site, or to identify, contact, or bring legal action to bear against someone who may be causing interference with, or injury to (either unintentionally or intentionally) our customers, rights or property of visitors to or users of our Site, or our rights or property. We further reserve the right at all times to release any information we deem required to comply with any governmental request, legal process, regulation, or applicable law. We may also disclose any and all of your information when we determine that an applicable law requires us to, or such disclosure is permitted, to include exchanging information with other organizations or companies for fraud protection purposes.

You acknowledge and agree in these Terms of Use that our company may preserve any and all communications or transmittals by you with us through direct use of the Site, or any service we offer on or through the Site, and may disclose the aforementioned data if required to do so by law or we in our sole discretion determine such preservation and disclosure of information is reasonably necessary to (a) comply with any legal process, (2) respond to any claims that such data violates the rights of others, (3) enforce these Terms of Use, or (4) protect the rights, property or personal safety of our users of visitors to the Site, the public, our property or personal safety, or the same of our employees.

You agree that our company may, in our sole discretion and without any prior notice, terminate or suspend your access, and/or block any and all future access to our Site if we determine you have violated our Terms of Use, or any other guidelines or agreements that are associated with your use of our Site. You also hereby agree that any violation by you of these Terms of Use will be considered unfair business practices, unlawful, and will cause irreparable harm to our company, for which monetary damages would be insufficient, and you hereby consent to us pursuing and obtaining any equitable relief or injunctive that We deem appropriate or necessary in such circumstances. These remedies are in addition to any other remedies we may have in equity or at law.

You agree that our company may, in our sole discretion and without any prior notice, terminate or suspend your access to our Site, to include, but not limited to the following causes (1) requests by government agencies or law enforcement, (2) account deletion requests made by you, (3) material modification or discontinuance of services offered on or by our Site, (4) discontinuance of our Site, or (5) unexpected technical issues. Upon termination or suspension, you will immediately (a) cease and desist use of the Site, and (b) destroy any and all copies you

have made of the Content or Marks of the Site. Accessing our Site, or services provided through the Site after such suspension, termination, or discontinuation of access shall constitute an act of trespass.

We reserve the right to take any legal action against you as a result of any violation of these Terms of Use. If we do take legal action against you, we will be entitled to recover from you, and you agree to pay, all reasonable attorney cost and fees of such action. In addition, you agree to remit to any relief granted to us through such legal action. You further agree that we will not be liable to any Third-Party, or you, for termination of your access to our Site as a result of any violation of these Terms of Use

GENERAL

You may not assign these Terms of Use or any of your interests, rights or obligations under these Terms of Use. If any court or tribunal of competent jurisdiction finds any of the provisions of these Terms of Use to be void or unenforceable, such provisions shall be eliminated to the minimum extent legally necessary, and/or replaced with a valid provision which typifies to the maximum extent possible the intent of these Terms of Use, so that these Terms of Use shall persist in full force and effect. Any and all other oral or written agreements and/or understandings previously entered into by us and you with respect to such use are cancelled and superseded by this Terms of Use. We will not accept any counter offers to these Terms of Use, and hereby categorically reject all counter offers unless we enter into a separate purchase agreement with you. Our failure to enforce or insist on strict performance of these Terms of Use will not be misconstrued as a waiver of these Terms of Use by us, nor will any course of conduct between us and you, or by any Third-Party be deemed to nullify or modify any provision of these Terms of Use. You hereby agree that these Terms of Use will not be construed or interpreted to confer any remedies or rights on any Third-Parties.

WRITTEN DOCUMENT

You may preserve these Terms of Use in written form by printing them for your records, and you waive any other requirement that these Terms of Use be evidenced by a written document.

COMPLETE AGREEMENT

EXCEPT AS EXPRESSLY PROVIDED IN A SEPARATE LICENSE, SERVICE OR OTHER WRITTEN AGREEMENT BETWEEN YOU AND US OR IN THE APPLICABLE COMPANY RATE AND SERVICE GUIDE OR COMPANY TARIFF, THESE TERMS OF USE CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND US WITH RESPECT TO THE USE OF THE SITE, OUR SYSTEMS, AND ANY SOFTWARE OR SERVICE, INFORMATION AND CONTENT CONTAINED THEREIN, AND SUPERSEDE ALL DISCUSSIONS, COMMUNICATIONS, CONVERSATIONS AND AGREEMENTS CONCERNING THE SUBJECT MATTER HEREOF.

CONTACT US

In order to resolve a complaint regarding the Site or to receive further information regarding use of the Site, please contact us at:

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