

Sireaverages.com user agreement.

TERMS OF SERVICE (CLICKWRAP) AGREEMENT

This Terms of Service Agreement (“Agreement”) is made between Rockbridge Enterprises, Inc., PO Box 11052, Lexington, KY 40512-1052 (“Company”) and any person (collectively “you”, “your“ or “I”) who completes the registration process to open and maintain an account with the Company’s Sire Averages service (the “Service”).

BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING, USING OR INSTALLING ANY PART OF THE SERVICE, YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, AND YOU MAY NOT ACCESS, USE OR INSTALL ANY PART OF THE SERVICE.

1. The Service and Restrictions on Use.

Company agrees to provide you with non-exclusive access to and use of the Service, subject to the terms and limitations set forth in this Agreement.

a. Restrictions on Use. The Service is proprietary to Company and is protected by intellectual property laws and international intellectual property treaties. Your access to the Service is licensed and not sold. The layout, design, concept and organization of Company’s Site and the Service are subject to Company’s copyrights, trade secrets and other intellectual property rights. All rights are reserved.

You acknowledge and agree that Company owns all right, title and interest in (i) the Service; (ii) the website at which the service is offered (the “Site”); (iii) the content on the Service (the “Content”); (iv) the technology available on the Service or the Site; and (v) all copyrights, trademarks, trade secrets and other intellectual property rights therein. Any use of the Service, Site, Content, technology, and/or the copyrights, trademarks, trade secrets or other intellectual property rights, other than as described in this Agreement, is not licensed and is strictly prohibited.

You agree that you will obtain the express written permission from Company before you copy, upload, transmit, reproduce, distribute or in any way exploit any Company Service, Content, technology and/or the copyrights, trademarks, trade secrets or the other intellectual property rights, obtained through the Services or the Site, other than to use the Content for your personal use. In addition, you agree not to copy the layout, design, concept and organization of the Site or Services during the term of this Agreement and for a period of five years after termination of this Agreement. This Agreement does not constitute a license to use Company’s trade names, service marks or any other trade insignia. Any use of Company’s trade names, services marks or any other trade insignia shall be subject to Company’s prior written consent.

You agree not to engage in, nor permit or cooperate with third parties to engage in, any attempt to decompile or reverse engineer any aspect of the Service.

You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the Service, which includes, without limitation, use of the Service to: (a) interfere, disrupt or attempt

to gain unauthorized access to other accounts on the Service or any other computer network; (b) disseminate or transmit viruses, trojan horses or any other malicious code or program; or (c) engage in any other activity deemed by the Company to be in conflict with the spirit or intent of this Agreement.

b. Access to the Service. You agree that from time to time the Service may be inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company.

2. Representations and Warranties

You represent and warrant to Company that: (a) you are over the age of eighteen (18) and have the power and authority to enter into and perform your obligations under this Agreement; (b) you shall comply with all terms and conditions of this Agreement, including, without limitation, the Restrictions on Use set forth in Section 1(a); and (c) you have provided accurate and complete registration information, including, without limitation, your correct legal name and other information requested in the registration process.

3. Limitations

a. Security. You are solely responsible for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your password and all use or charges incurred from use of the Service with your password.

b. Privacy. It is the policy of the Company to respect your privacy. Company will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless Company has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any governmental authority; (ii) protect and defend the rights or property of Company; (iii) enforce this Agreement; or (iv) protect the interests of users of the Service other than you or any other person. Your IP address may be transmitted and recorded each time you access the Service. Company may provide certain information in aggregate form collected from and relating to you to third persons such as advertisers.

4. Termination

This Agreement is effective upon your acceptance as set forth herein and shall continue in full force until terminated. You may terminate this Agreement at any time and for any reason but no prepaid subscription fees will be refunded. Company reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Service; (b) suspend your access to or use of all or any portion of the Service; and (c) terminate this Agreement.

5. Disclaimer of Warranties

THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICE IS AT YOUR SOLE RISK. COMPANY DOES NOT WARRANT

THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES COMPANY MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. COMPANY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE.

6. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICE AND TERMINATE THIS AGREEMENT.

7. Indemnification

You agree to indemnify, hold harmless and defend Company, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) this Agreement; and (b) your use of the Service, including any data or work transmitted or received by you.

8. Miscellaneous

a. Law. This Agreement shall be governed by the laws of the Commonwealth of Kentucky and the United States without reference to conflicts of laws and the exclusive jurisdiction for any action regarding it shall be the state or federal courts for Fayette County, Kentucky. Both parties irrevocably consent to the jurisdiction of those courts for this purpose.

b. Amendment. Company shall have the right, at any time and without notice, to add to or modify the terms of this Agreement, simply by posting such amended terms herein. Your access, link to or use of the Service after the date such amended terms are delivered to your account with the Service shall be deemed to constitute acceptance of such amended terms.

c. Waiver and Severability. No failure, delay in exercising or enforcing any right or remedy hereunder by Company shall constitute a waiver of any other right or remedy, or future exercise thereof. If any provision of this Agreement is determined to be invalid under any applicable statute or rule of law, the parties agree that the Courts shall modify the provision to make it effective to the maximum extent allowed or, if not possible, the provision is to that extent to be deemed omitted, and the balance of the Agreement shall remain enforceable.

d. Survival. The respective rights and obligations of the parties under Sections 1(a), 2, 3, 5, 6, 7, and 8 shall survive any termination or expiration of this Agreement.