

Terms of Services

Welcome to CreatoRanch™. CreatoRanch is a mobile application offered to you by CreatoRanch, Inc. (“us”, “we”, “our” and equivalently “CreatoRanch”), conditioned on your acceptance without modification of the terms, conditions and notices contained herein governing your access to and use services (the “Terms”). The Terms shall govern your use of our services, SMS, APIs, notifications and included services CreatoRanch offers on its platform (“Services”), and any information, text, link, graphics, photos, audio, videos, and any material, information, data uploaded, downloaded or appearing on the Services (“Content”). The terms “you”, “your” and “user” refers to your use of CreatoRanch constitutes your agreement to all such Terms. If you are accessing or using the Services on behalf of an organization, company, government or other legal entities then you represent and warrant that you are authorized to bind such entity to the Terms. Please read these Terms carefully. The CreatoRanch Guidelines and Use Guidelines, the Privacy Policy and CreatoRanch Site Restrictions (along with all incorporated policies) collectively under the “CreatoRanch User Agreement”.

1. Your Account

If you use the Services, you are responsible for maintaining the confidentiality of your account and password and you agree to accept responsibility for all activities that occur under your account or any password, which should be strong and be limited in its use to this account only. You may not assign or otherwise transfer your account to any other person or entity. You acknowledge that CreatoRanch is not responsible or liable for third party access to your account that results from theft or misappropriation of your account. CreatoRanch and its associates reserve the right to refuse or cancel Service, terminate accounts, or remove or edit Content in our sole discretion.

2. Authorized Users

CreatoRanch does not knowingly collect, either online or offline, personal information from persons under the age of thirteen. If you are under 18, you may use CreatoRanch only with permission of a parent or guardian. You must be at least 16 years of old to use the Services. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so and have the authority to bind such entity to these Terms, in which case the words “you” and “your” as used in these Terms shall refer to such entity. Please read our instructions on how to sign-up to be a CreatoRanch user.

3. No Unlawful or Prohibited Use/Intellectual Property

You are granted a non-exclusive, non-transferable, revocable, perpetual license to access and use Services strictly in accordance with these Terms of use. As a condition of your use of the Service, you warrant to CreatoRanch that you will not

use the Services for any purpose that is unlawful or prohibited by these Terms. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services or interfere with any other party's use and enjoyment of the Services. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Service.

4. Content

All Content provided by CreatoRanch included as part of the Service, such as text, graphics, logos, images, as well as the compilation thereof, or any software used for the Services, is the property of CreatoRanch or its suppliers and protected by copyright and other laws that protect intellectual property and proprietary rights. You will not reverse engineer, participate in the transfer or sale, create derivative works, or in any way exploit any of the Content, in whole or in part, found on CreatoRanch. CreatoRanch Content is not for resale. Your use of the Services does not entitle you to make any unauthorized use of any protected Content, and in particular you will not delete or alter any proprietary rights or attribution notices in any Content. You will use protected Content solely for your authorized use of Services, and will make no other use of the Content without the express written permission of CreatoRanch. You agree that you do not acquire any ownership rights in any protected Content. We do not grant you any licenses, express or implied, to the intellectual property of CreatoRanch except as expressly authorized by these Terms. You agree to observe and abide by all copyright and other proprietary notices, legends or other restrictions contained in any such content and will not make any changes thereto.

CreatoRanch does not claim ownership to Content you provide through using the Services. You are responsible for any Content you provide in using the Services, including compliance with applicable laws, rules, and regulations. You should only provide Content that you are comfortable sharing with others. You own the intellectual property rights in and to Content you provide and share in the Services. You give CreatoRanch a non-exclusive, transferable, sub licensable, royalty-free, and worldwide license to host, use, distribute, modify, run, copy, publicly perform or display, translate, and create derivative works of your Content to provide Services under these Terms. This license authorizes us to make your Content available to others and to let others do the same. You agree that this license includes the right for CreatoRanch to provide, promote, and improve the Services and to make Content submitted to or through the Services available to other entities or individuals subject to the Terms herein. No compensation will be paid with respect to the use of your Content, as provided herein. CreatoRanch is under no obligation to post or use any Content you may provide and may remove any Submission at any time in CreatoRanch's sole discretion. By using the Services you agree that you may be exposed to Content that are inaccurate, inappropriate, offensive and information which could be injurious. You agree that you do not have the right to delete any Content you provide to CreatoRanch Services and acknowledge that any Content provided to the Service may be available under the Services in perpetuity.

5. Use of Communication Services

The Services may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, "Communication Services"). You agree to use the Communication Services only to post, send and receive messages and material that are proper and related to the particular Communication Service.

By way of example, and not as a limitation, you agree that when using a Communication Service, you will not: defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others; publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information; upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents; upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's computer; advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages; conduct or forward surveys, contests, pyramid schemes or chain letters; download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner; falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded; restrict or inhibit any other user from using and enjoying the Communication Services; violate any code of conduct or other guidelines which may be applicable for any particular Communication Service; harvest or otherwise collect information about others, including e-mail addresses, without their consent; violate any applicable laws or regulations.

CretoRanch has no obligation to monitor the Communication Services. However, CretoRanch reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. CretoRanch reserves the right to terminate your access to any or all of the Communication Services at any time without notice for any reason whatsoever.

CretoRanch reserves the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in CretoRanch's sole discretion.

Always use caution when giving out any personally identifying information about yourself or your children in any Communication Service. CretoRanch does not control or endorse the Content, messages or information found in any Communication Service and, therefore, CretoRanch specifically disclaims any liability with regard to the Communication Services and any actions resulting from

your participation in any Communication Service. Managers and hosts are not authorized CreatoRanch spokespersons, and their views do not necessarily reflect those of CreatoRanch.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you upload the materials.

6. License to Use Services

CreatoRanch agrees to give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license to use the software provided to you as part of the Services for its current users. This license has the sole purpose of enabling your use for the benefit of the Services as provided by CreatoRanch, in the manner permitted by these Terms. The Services are protected by copyright, trademark, and other laws of both the United States and foreign countries. Nothing in the Terms gives you a right to use the CreatoRanch name or any of the CreatoRanch trademarks, logos, domain names, and other distinctive brand features. All right, title, and interest in and to the Services (excluding Content provided by users) are and will remain the exclusive property of CreatoRanch and its licensors. At all times CreatoRanch will have the unrestricted right to use and act upon any suggestions, ideas, enhancement requests, feedback and recommendations provided by you specifically relating to the features, functionality and performance of the Services.

7. International Users

International users shall only have viewing abilities at this time. The Service is controlled, operated and administered by CreatoRanch from our offices within the USA. If you access the Service from a location outside the USA, you are responsible for compliance with all local laws. You agree that you will not use the CreatoRanch Content accessed through Services in any country or in any manner prohibited by any applicable laws, restrictions or regulations.

8. Indemnification

You agree to indemnify, defend and hold harmless CreatoRanch, its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorney's fees) relating to or arising out of your use of or inability to use the Service or any user postings made by you, your violation of any terms of these Terms or your violation of any rights of a third party, or your violation of any applicable laws, rules or regulations. CreatoRanch reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with CreatoRanch in asserting any available defenses.

9. Liability Disclaimer

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICES MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. CREATORANCH AND/OR ITS SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE SITE AT ANY TIME.

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TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CREATORANCH AND/OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICE, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICE, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF CREATORANCH OR ANY OF ITS SUPPLIERS HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICE, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

10. Termination/Access Restriction

CREATORANCH reserves the right, in its sole discretion, to terminate your access to the Services and the related services or any portion thereof at any time, without notice. To the maximum extent permitted by law, this agreement is governed by

the laws of the State of Delaware and you hereby consent to the exclusive jurisdiction and venue of courts in Delaware in all disputes arising out of or relating to the use of the Site. Use of the Service is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms, including, without limitation, this section.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and CreatoRanch as a result of this agreement or use of the Service. CreatoRanch's performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of CreatoRanch's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Service or information provided to or gathered by CreatoRanch with respect to such use. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall continue in effect.

Unless otherwise specified herein, this agreement constitutes the entire agreement between the user and CreatoRanch with respect to the Service and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between the user and CreatoRanch with respect to the Service. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. It is the express wish to the parties that this agreement and all related documents be written in English.

11.Changes to Terms

CreatoRanch reserves the right, in its sole discretion, to change the Terms under which Services is offered. You reserve the right to terminate your legal agreement under the Terms anytime by deactivating your account and discontinuing your use of the Services. The most current version of the Terms will supersede all previous versions. CreatoRanch encourages you to periodically review the Terms to stay informed of our updates. The most current version of the Terms will be available at CreatoRanch.com/TOS.