

# TERMS OF USE

## Legal Statement

By accessing this Website you agree to be bound by these Terms and Conditions (“terms”); please read them carefully. If you do not agree to be bound by these terms you should not access or view this Website.

In the event that any part of the terms contained in these terms and conditions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term shall be severed from the remaining terms that shall continue to be valid and enforceable to the fullest extent permitted by law.

## Terms

These Website Terms of Use (“Website Terms of Use”) apply to your use and access to <https://www.redriversystems.com> (the “Website”), which is operated by RedRiver Systems, LLC (“REDRIVER”, “we”, “us” or “our”).

**BY ACCESSING THIS SITE, YOU ACCEPT AND ARE BOUND BY THESE WEBSITE TERMS OF USE. YOU MAY NOT ACCESS THIS SITE IF YOU: (A) DO NOT AGREE TO THESE WEBSITE TERMS OF USE, (B) ARE NOT THE OLDER OF (I) AT LEAST 18 YEARS OF AGE OR (II) LEGAL AGE TO FORM A BINDING CONTRACT WITH REDRIVER, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE’S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW. IF YOU DO NOT WANT TO AGREE TO THESE WEBSITE TERMS OF USE, YOU MUST NOT ACCESS OR USE THE WEBSITE.**

### **1. Accessing the Website and Account Security.**

We reserve the right to withdraw or amend this Website, and any services or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to register with this Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any username, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Website Terms of Use.

## **2. Intellectual Property Rights.**

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by REDRIVER, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Website Terms of Use permit you to use the Website for your personal, non-commercial use only. You may not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website. In addition, you may not:

- Modify copies of any materials from this Website;
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text;
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site; or
- Access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Website Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by REDRIVER. Any use of the Website not expressly permitted by these Website Terms of Use is a breach of these Website Terms of Use and may violate copyright, trademark, and other laws.

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## **3. Prohibited Uses.**

You may use the Website only for lawful purposes and in accordance with these Website Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries);
- Use the Website for any unauthorized commercial purpose, including competing with REDRIVER, or for any purpose that is fraudulent or otherwise tortious or unlawful;
- Harvest or collect information about users of the Website;
- Reproduce, copy, modify, adapt, translate, create derivative works of, sell, resell, license, sublicense, rent, lease, loan, timeshare, distribute, or otherwise exploit any portion of (or any use of) the Website except as expressly authorized herein;
- Use any robot, spider, site search/retrieval application, or other manual or automatic device to retrieve, index, "scrape," "data mine," or otherwise gather Website content, or

reproduce or circumvent the navigational structure or presentation of the Website, without REDRIVER'S express prior written consent. Notwithstanding the foregoing, and subject to compliance with any instructions posted in the robots.txt file located in the Website's root directory, REDRIVER grants to the operators of public search engines permission to use spiders to copy materials from the Website for the sole purpose of (and solely to the extent necessary for) creating publicly available, searchable indices of such materials, but not caches or archives of such materials. We reserve the right to revoke such permission either generally or in specific cases, at any time and without notice;

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise;
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail," "chain letter," "spam," or any other similar solicitation;
- To impersonate or attempt to impersonate REDRIVER, a REDRIVER employee, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); and
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm REDRIVER or users of the Website, or expose them to liability.
- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Website Terms of Use, without our prior written consent;
- Use any device, software, or routine that interferes with the proper working of the Site;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; and
- Otherwise attempt to interfere with the proper working of the Website.

#### **4. Termination.**

We may terminate or suspend your access to the Website at any time, with or without cause or notice, including if we believe that you have violated or acted inconsistently with the letter or spirit of these Website Terms of Use, or any of our policies. Upon any such termination or suspension your right to access and use the Website will immediately cease and REDRIVER may immediately deactivate or delete your username, password, and account. We will be under no obligation to maintain or provide you with access to any materials associated with your account upon termination and may retain or delete such materials in our sole discretion.

#### **5. Reliance on Information Posted.**

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by REDRIVER, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of REDRIVER. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third party.

#### **6. Materials You Provide Us.**

The Website may include functionality that enables you to upload your résumé, other employment and career-related information, job orders, and/or other information related to your employer. If you choose to submit such materials, you grant REDRIVER a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable, and fully sublicensable license, without additional consideration to you or any third party, to reproduce, distribute, perform, and display, create derivative works of, adapt, modify, and otherwise use and exploit these materials, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials) and represent and warrant that you have all rights necessary to grant the licenses granted in this section and that your provision of these materials are not fraudulent, tortious, or otherwise in violation of any applicable law or any right of any third party including intellectual property rights. It is your responsibility to ensure that the materials you provide to us are true, accurate, current, and complete. We may (but are not obligated to) screen, monitor, evaluate, and remove any materials you provide to us at any time and for any reason, or analyze your access to and use of the Website. We may disclose information regarding your access to and use of the Website, and the circumstances surrounding such access and use, to anyone for any reason or purpose.

#### **7. Changes to the Website.**

We may update the content on this Website from time to time, but its content is not necessarily complete or up to date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

#### **8. Information About You and Your Visits to the Website.**

All information we collect on this Website is subject to our Privacy Policy. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Policy.

#### **9. Links from the Website.**

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

**10. Geographic Restrictions.**

We are based in the United States. We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

**11. No Guarantee.**

REDRIVER does not guarantee that you will receive any employment or job offers through the Website and will not be responsible for any job offers or listings, initial screenings, hiring decisions, or actual employment presented by third parties. REDRIVER is neither your employer nor your agent based solely on your usage of the Website. You must use your own judgment in evaluating any prospective employers and candidates (as applicable).

**12. Disclaimer of Warranties.**

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER REDRIVER NOR ANY PERSON ASSOCIATED WITH REDRIVER MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER REDRIVER NOR ANYONE ASSOCIATED WITH REDRIVER REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, REDRIVER HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **13. Limitation on Liability.**

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL REDRIVER, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF REDRIVER AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED THE GREATER OF ONE HUNDRED US DOLLARS (\$100) OR THE AMOUNT YOU HAVE PAID TO REDRIVER FOR THE APPLICABLE SERVICE IN THE LAST TWELVE (12) MONTHS OUT OF WHICH LIABILITY AROSE.

The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

### **14. Indemnification.**

You agree to defend, indemnify, and hold harmless REDRIVER, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Website Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Website Terms of Use, or your use of any information obtained from the Website.

### **15. Governing Law and Jurisdiction.**

All matters relating to the Website and these Website Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction). Any legal suit, action, or proceeding arising out of, or related to, these Website Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Texas. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **16. Waiver and Severability.**

No waiver by REDRIVER of any term or condition set out in these Website Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of REDRIVER to assert a right or provision under these Website Terms of Use shall not constitute a waiver of such right or provision. If any provision of these

Website Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Website Terms of Use will continue in full force and effect.

**17. Changes to the Website Terms of Use.**

We may revise and update these Website Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them. Your continued use of the Website following the posting of revised Website Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

**18. General.**

The Website Terms of Use constitute the sole and entire agreement between you and REDRIVER regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. These Website Terms of Use do not, and will not be construed to create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and REDRIVER. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Website Terms of Use without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Website Terms of Use without restriction. Notices to you (including notices of changes to these Terms) may be made via posting to the Website or by email (including in each case via links), or by regular mail.

**19. Your Comments and Concerns.**

All feedback, comments, requests for technical support, and other communications relating to the Website, or these Website Terms of Use should be directed to [information@redriversystems.com](mailto:information@redriversystems.com).