

## Terms of Use

This Terms of Use Agreement sets forth the standards of use of the Cowart Sports Events, Inc. website. By using the Cowart Sports Events website, you (the "Member") agree to these terms and conditions. If you do not agree to the terms and conditions of this agreement, you should immediately cease all usage of this website. We reserve the right, at any time, to modify, alter, or update the terms and conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at the Cowart Sports Events website. Your continued use of the Service after amendments are posted constitutes an acknowledgement and acceptance of the Agreement and its modifications. Except as provided in this paragraph, this amendment may not be amended.

## Description of Service

This Website is intended for personal, non-commercial use. You may only register to become a member of our Website if you are of sufficient legal age and can enter into binding contracts. If you join us and become a member, you are responsible for maintaining the secrecy of your passwords, login and account information. You will be responsible for all use of our Website by you and anyone using your password and login information (with or without your permission).

Cowart Sports Events, Inc. is providing Member with online access for tournament entries and to book lodging for events ran by Cowart Sports Events, Inc. Member must provide (1) all equipment necessary for their own Internet connection, including computer and modem and (2) provide for Members access to Internet, and (3) pay any fees related with such connection.

## Disclaimer of Warranties

The site is provided by Cowart Sports Events, Inc. on an "as is" and on an "as available" basis. To the fullest extent permitted by applicable law, Cowart Sports Events, Inc. makes no representations or warranties of any kind, express or implied, regarding the use or the results of this Website in terms of its correctness, accuracy, reliability, or otherwise. Cowart Sports Events, Inc. shall have no liability for any interruptions in the use of this Website. Cowart Sports Events, Inc. disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose and non-infringement.

## Indemnification

Member agrees to indemnify and hold Cowart Sports Events, Inc., its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees and costs, made by any third party due to or arising out of Member's use of the Service, the violation of this Agreement, or infringement by Member, or other user of the Service using Members computer, of any intellectual property or any other right of any person or entity.

## Modifications and Interruption to Service

Cowart Sports Events, Inc. reserves the right to modify or discontinue Service with or without notice to Member. Cowart Sports Events, Inc. shall not be liable to Member or any third party should Cowart Sports Events, Inc. exercise its right to modify or discontinue the Service. Member acknowledges and accepts that Cowart Sports Events, Inc. does not guarantee continuous,

uninterrupted or secure access to our website and operation of our website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

#### Third-Party Sites

Our Website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. You acknowledge we are not responsible for the availability of, or the content located on or through, any third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on such sites. Your use of those third-party sites is subject to the terms of use and privacy policies of each site, and we are not responsible therein. We encourage all Members to review said privacy policies of third-parties' sites.

#### Compliance with Laws

Our Website is operated and provided in the State of Texas. As such, we are subject to the laws of the State of Texas, and such laws will govern this Terms of Use, without giving effect to any choice of law rules. We make no representation that our website or other services are appropriate, legal, or available for use in other locations. Accordingly, if you choose to access our site you agree to do so subject to the internal laws of the State of Texas.

#### Copyright Information

We, along with our third party partners, own our Website and all of the text, images, software, trademarks, service marks or other material contained on our Website. You will not copy or transmit any of the material. Other product, service, or company designations on our Website belong to our third party partners and may be mentioned in our Website for identification purposes only. You should contact the appropriate third party partner for more complete information regarding such designations and their registration status. Your use of and access to our Website does not grant you any license or right to use any of the marks included on our Website.

#### Other Terms

If any provision of the Terms of Use Agreement shall be unlawful, void, or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum extent.

You agree that this Terms of Use Agreement and other agreements referenced herein may be assigned by Cowart Sports Events, Inc., in our sole discretion to a third party in the event of a merger or acquisition. This Terms of Use Agreement shall apply in addition to, and shall not be superseded by, any other written agreement between us in your relation to your participation as a Member. Member agrees that by accepting this Terms of Use Agreement, Member is consenting to the use and disclosure of their personally identifiable information and other practices described in our Privacy Policy Statement.

#### Effective Date

This Terms of Use Agreement was last updated on 12/31/2018.