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### **Ownership of Site; Agreement to Terms of Use**

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## **Your Use of the Site**

You may not use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the Site or any Content, or in any way reproduce or circumvent the navigational structure or presentation of the Site or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Site. Hootenanny reserves the right to bar any such activity.

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site or to any Hootenanny server, or to any of the services offered on or through the Site, by hacking, password "mining" or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other user of or visitor to the Site, or any other customer of Hootenanny, including any Hootenanny account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Site.

You agree that you will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Site or Hootenanny's systems or networks, or any systems or networks connected to the Site or to Hootenanny.

You agree not to use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any other person's use of the Site.

You may not forge headers or otherwise manipulate identifiers in order to disguise the origin of any message or transmittal you send to Hootenanny on or through the Site or any service offered on or through the Site. You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by these Terms of Use, or to solicit the performance of any illegal activity or other activity which infringes the rights of Hootenanny or others.

**Should you violate these terms or engage in any unlawful, prohibited, or inappropriate behavior, you may be subject to an IP ban, either temporary or permanent. Such behavior is determined at the discretion of the site administrator or moderator and can be done within his or her discretion.**

## **Purchases; Other Terms and Conditions**

Additional terms and conditions may apply to purchases of goods or services and to specific portions or features of the Site, including contests, promotions or other similar features, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions, including where applicable representing that you are of sufficient legal age to use or participate in such service or feature. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Site or for any service offered on or through the Site, the latter terms shall control with respect to your use of that portion of the Site or the specific service.

LLC's obligations, if any, with regard to its products and services are governed solely by the agreements pursuant to which they are provided, and nothing on this Site should be construed to alter such agreements.

LLC may make changes to any products or services offered on the Site, or to the applicable prices for any such products or services, at any time, without notice. The materials on the Site with respect to products and services may be out of date, and LLC makes no commitment to update the materials on the Site with respect to such products and services.

Hootenanny policies may be changed from time to time and are effective immediately upon posting such changes on the Site.

## **Accounts, Passwords and Security**

Certain features or services offered on or through the Site may require you to open an account (including setting up an Hootenanny ID and password). You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Hootenanny immediately of any unauthorized use of your account or password, or any other breach of security. You may be held liable for losses incurred by Hootenanny or any other user of or visitor to the Site due to someone else using your Hootenanny ID, password or account as a result of your failing to keep your account information secure and confidential.

You may not use anyone else's Hootenanny ID, password or account at any time without the express permission and consent of the holder of that Hootenanny ID, password or account. Hootenanny cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations.

## **Privacy**

Hootenanny's Privacy Policy applies to use of this Site, and its terms are made a part of these Terms of Use by this reference. By using the Site, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Site may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, credit card information) is encrypted.

## **Links to Other Sites and to the Hootenanny Site**

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**Site Is Intended For Legal Drinking Age Users Only**

You acknowledge and agree that you are of legal drinking age in the jurisdiction from which you are accessing the Site. If you are under the legal drinking age, you are not permitted to access or use the Site, including accessing advertising or marketing information on the Site. No one under the age of 21 may access the Site.

If you are of legal drinking age, you acknowledge and agree that you will not forward this Site or share Content from this Site with underage persons.

Moreover, Hootenanny shall not be held liable for any injuries or damages arising out of use of the Hootenanny site, its contents or otherwise. On occasion, Hootenanny and its affiliates, users and assigns may promote alcoholic beverages through the use of videos, images, displays, or other references. Such usage and promotion does not constitute Hootenanny, encouraging any user to drink, consume or abuse alcohol. By accessing this site and participating in any of the games or content, you hereby agree to hold harmless Hootenanny, its successors, assigns and representatives for any damages arising out of usage of the site or participation in any of its related activities.

### **Indemnity**

You agree to indemnify and hold Hootenanny, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against Hootenanny by any third party due to or arising out of or in connection with your use of the Site.

## **Violation of These Terms of Use**

Hootenanny may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Hootenanny's rights or property, or the rights or property of visitors to or users of the Site, including Hootenanny's customers. Hootenanny reserves the right at all times to disclose any information that Hootenanny deems necessary to comply with any applicable law, regulation, legal process or governmental request. Hootenanny also may disclose your information when Hootenanny determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Hootenanny may preserve any transmittal or communication by you with Hootenanny through the Site or any service offered on or through the Site, and may also disclose such data if required to do so by law or Hootenanny determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Hootenanny, its employees, users of or visitors to the Site, and the public.

You agree that Hootenanny may, in its sole discretion and without prior notice, terminate your access to the Site and/or block your future access to the Site if we determine that you have violated these Terms of Use or other agreements or guidelines which may be associated with your use of the Site. You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice, and will cause irreparable harm to Hootenanny, for which monetary damages would be inadequate, and you consent to Hootenanny obtaining any injunctive or equitable relief that Hootenanny deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Hootenanny may have at law or in equity.

You agree that Hootenanny may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Hootenanny does take any legal action against you as a result of your violation of these Terms of Use, Hootenanny will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Hootenanny. You agree that Hootenanny will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

## **Governing Law; Dispute Resolution**

You agree that all matters relating to your access to or use of the Site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Texas without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Dallas County, Texas, and waive any objection to such jurisdiction or venue. The preceding provision regarding venue does apply if you are a consumer based in the European Union. If you are a consumer based in the European Union, you may not make a claim in the courts of the country where you reside. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. Claims made under the separate terms and conditions of purchase for goods and services are not subject to this limitation. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between Hootenanny and you arising out of or in connection with your use of the Site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

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## **Miscellaneous**

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If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect. These Terms of Use constitute the entire agreement between you and Hootenanny with regard to your use of the Site, and any and all other written or oral agreements or understandings previously existing between you and Hootenanny with respect to such use are hereby superseded and cancelled. Other than as provided in a purchase agreement you enter into with Hootenanny, Hootenanny will not accept any counter-offers to these Terms of Use, and all such offers are hereby categorically rejected. Hootenanny's failure to insist on or enforce strict performance of these Terms of Use shall not be construed as a waiver by Hootenanny of any provision or any right it has to enforce these Terms of Use, nor shall any course of conduct between Hootenanny and you or any other party be deemed to modify any provision of these Terms of Use. These Terms of Use shall not be interpreted or construed to confer any rights or remedies on any third parties.

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