

## **K. Jordan Enterprises' General Terms and Conditions** **Updated May 2023**

This is an agreement between you and K. Jordan Enterprises, including its affiliates Jordan Cattle Auction, Jordan Cattle Company, Harry's Boots, Jordan Trailer Sales, Jordan Ranching, their officers, their agents, and their owners (hereinafter "Jordan") that describes your rights to use the website and its services. These terms and conditions also apply to each and every transaction, auction, bid, and sale involving Jordan as well as every product and service that Jordan sells ("Terms and Conditions"). By using the products and services covered by these Terms and Conditions to bid on, sell, and purchase livestock, you agree that you have read and accepted all of the terms of this agreement (this "Agreement"). You should read the entire Agreement because all of the terms are important and together create a legal agreement that applies to you. If you are using our website and services and purchasing products on behalf of a business, that business accepts these terms.

Our services and products are very diverse, so additional terms or product requirements may apply. Additional terms will be available with the relevant services and products, and those additional terms become part of your agreement with us if you use those services or purchase those products.

### **LIVESTOCK**

#### **Services**

1. Jordan's services on this website and at its various facilities are available only to, and may be used only by, persons who are able to enter into legally binding contracts. If you are an individual, you must be at least 18 years of age. If you are entering into a sale, transaction or agreement with Jordan on behalf of a business, you represent that you have the authority to bind that entity to this agreement.
2. All sales, auctions, websites, and any other services provided by Jordan ("Services") incorporate these terms and conditions to every sale, transaction, or agreement.
3. Jordan offers traditional weekly sales of cattle as a marketing option for a Buyer, defined as an individual or business who purchases livestock from Jordan, and Seller, defined as an individual or business who consigns livestock to Jordan so that Jordan can market the consigned livestock to available Buyers. This Agreement and Terms and Conditions apply to all sales whether physically on Jordan's properties, remotely via online, or through other method of sale including negotiating sales between parties, such as done in county cattle sales. All live and online auctions will be referred to as Livestock Auctions.
4. **Buyer or Seller is never an agent, representative, broker, employee, or partner of Jordan.**
5. **Jordan Cattle Auction and its employees and independent contractors are never agents, representatives, brokers, employees, or partners of Seller at any time. This Agreement shall not be interpreted or construed to create an association, agency, or partnership between Seller and Jordan Cattle Auction.**

6. In addition to its traditional sales at its facilities, Jordan broadcasts selected sales live on the Internet. Jordan's Services include, but are not limited to, broadcasting selected live sales, providing video to preview upcoming auctions, as well as allowing you to bid and purchase livestock with any of the Livestock Auctions listed on its website. Jordan provides a broadcasting platform through CattleUSA.com that allows users to view and listen to sales and make offers and purchases of livestock remotely at auction. CattleUSA.com's Terms and Conditions and Terms of Use are fully incorporated into this Agreement and Terms and Conditions.
7. You acknowledge and agree that by placing a bid on livestock, you represent and warrant that you shall not misrepresent your ability to close the transaction pursuant to the terms and conditions of sale, that you have the capacity to close the transaction, and that you have actual authority to enter a bid.
8. When you commit to buy an item (bid), you enter into a legally binding, non-retractable contract to purchase livestock and you are agreeing to be bound by the terms and conditions set forth. Once your bid has been accepted, you are obligated to complete the transaction in accordance with this Agreement.
9. Buyers at the physical auction have the benefit of seeing, smelling, and experiencing the auction in person. They may be able to notice qualities about the cattle that you cannot see on an Internet feed. You can hire a professional buyer at the auction to help you assess quality, health, and condition. We consider this money well spent. You may not be able to access these traits as well as buyers at the physical auction.
10. The Buyer owns the livestock if he or she is the highest bid at auction and Buyer's bid has been accepted. The Buyer cannot thereafter reject the livestock.
11. Any Buyer under these Terms and Conditions understand and agrees that these Terms and Conditions apply to all purchases of livestock at any of Jordan's facilities and for any remote or online sales including country cattle sales. The Buyer will be financially responsible for the livestock that are purchased, whether the purchased animals are for the Buyer or a third-party's benefit. Except for sales where livestock are to be delivered at a later date, accounts must be paid at the time of purchase.
12. Jordan issues market reports periodically in writing, on its website and through other media and social media channels ("Market Reports"). These Market Reports are for informational purposes only and by reading such reports, Buyer and Seller acknowledge that these Market Reports are merely informational and are relied upon at Buyer's and Seller's discretion. Jordan is not responsible for such reliance by any Buyer or Seller or third-party. The prices in the Market Reports represent previously sold livestock. Jordan does not warrant or guarantee the accuracy of these Market Reports. Jordan does not guarantee that any price listed in a Market Report is the price that a Seller or Buyer will receive when utilizing Jordan's Services.
13. Jordan does not provide veterinary services. Jordan only provides, through an independent contractor, medical treatment or services for livestock as required by the Texas Animal Health Commission or state or federal law.

## Condition of the Livestock

14. Jordan is not responsible for representations regarding any livestock's standard, quality, health, age, breeding soundness, pedigree, parentage or grade (collectively "Quality") nor any representations pertaining to sponsorship, approval, source, origin, characteristics, uses, registration status, genetic abnormalities or benefits (collectively "Condition"). All representations made by the Seller to the Buyer and vice versa are said Seller's or Buyer's representations. If there is any question or confusion about livestock's Quality or Condition, the Buyer or Seller acknowledge that any issues will be raised with the respective buyer or seller. To the extent permitted by applicable law, Jordan is not liable, and you agree to not hold Jordan responsible, for any damages or losses resulting directly or indirectly from such representations regarding the Quality or Condition of the livestock. **The Buyer is responsible for verifying all representations of the Seller including those passed on by Jordan from the Seller to Buyer. Jordan makes no independent representations about the Quality or Condition of the livestock.**
15. Jordan does not guarantee heifers to be unpregnant or open. Any representation that animals are unpregnant or open cannot be verified by Jordan and must be verified by a licensed veterinarian. **The Buyer is responsible for requesting any pregnancy checks to verify that heifers are unpregnant or open, and a pregnancy check shall be at the Buyer's expense unless an alternative arrangement is negotiated between the Buyer and the Seller. By accepting these Terms and Conditions, Buyer acknowledges that Jordan does not perform any pregnancy testing and does not rely on Jordan for any such testing.**
16. Jordan does not guarantee any heifers to be virgin cattle. **The Buyer acknowledges that verification of such a claim is impossible and acknowledges that any heifers sold as virgin are merely represented as unpregnant and not carrying a calf.**
17. Health entry requirements for the state of entry are the responsibility of the Buyer. **If health certificates, documentation, or tests are required for shipment to the Buyer's destination, it shall be at the Buyer's request and expense.**
18. Seller warrants that Seller has good and marketable title to the livestock and that the livestock will be delivered free of all security interests, liens or encumbrances. If said livestock are subject to a lien, security interest or chattel mortgage such interest shall be satisfied by the Seller prior to or at delivery.  
  
**SELLER AGREES TO DEFEND TITLE TO THE LIVESTOCK AND INDEMNIFY AND HOLD JORDAN AND BUYER HARMLESS FROM ANY AND ALL LOSS OR DAMAGE ON ACCOUNT OF ANY LIENS, ENCUMBRANCES, OR OTHER DEFECTS IN TITLE.**
19. Every effort has been made to assure the correctness of the information published by Jordan in conjunction with Services, either on its website or in printed materials. Any deviations from the information published will be agreed upon by all parties before the sale of the cattle. All announcements from the auction block shall take precedence over published information.

## Limitation of Liability

20. **The risk of loss of any and all livestock, due to injury or death, passes from Buyer to Seller at the time that the livestock are purchased. Buyer maintains all risk of loss while the livestock are in transit from Jordan's properties or until livestock title transfers from the Seller. Seller maintains all risk of loss while the livestock are in transit to Jordan's properties or until livestock title transfers to Buyer. At no time does Jordan Cattle Auction own any livestock brought to or sold at auction.**
21. Jordan does not guarantee the continuous operation of, or access to, the Services. Bid update and other notification functionality from auctioneers and/or Livestock Auctions may not occur in real time. Such functionality is subject to delays beyond Jordan's control and can place Internet bidders at a disadvantage to in-person bidders.

**YOU UNDERSTAND THAT USE OF THE SERVICES AND ANY PURCHASE OF LIVESTOCK IS AT YOUR OWN RISK AND THAT JORDAN PROVIDES THE SERVICES ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." JORDAN DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE SERVICES.**

**ACCORDINGLY, JORDAN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES, OR CONDITIONS WITH RESPECT TO YOUR USE OF THE SERVICES OR LIVESTOCK OFFERINGS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR SAFETY OF THE LIVESTOCK, OR THE TRUTH OR ACCURACY OF ANY OFFERINGS.**

**YOU ACKNOWLEDGE THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. WE DO NOT GUARANTEE THE SERVICES WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE OR THAT AN UNACCEPTED OR LOSING INTERNET BID WON'T OCCUR.**

**TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF JORDAN FOR ANY CLAIMS UNDER THESE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE SERVICES. IN ALL CASES, JORDAN WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.**

22. To the extent permitted by applicable law, Jordan is not liable, and you agree to not hold Jordan responsible, for any damages or losses resulting directly or indirectly from:
  - a. your use of or your inability to access or use Jordan's Services, or the content materials and functions related thereto;
  - b. delays or disruptions in Jordan's Services;
  - c. glitches, bugs, errors, or inaccuracies of any kind in Jordan's Services; or
  - d. the content, actions, or inactions of third parties, including items listed using Jordan's Services.

23. It is the Buyer's responsibility to verify all claims of the Seller to fit specific programs prior to purchase. There are no implied warranties of merchantability or fitness for a particular purpose on any livestock sold.
24. Jordan expressly disclaims all representations, warranties, and guarantees regarding the Quality and Condition of any livestock on Jordan's properties, sold through Jordan's Services, bought through Jordan's Services, or acquired or sold as part of any transaction covered by these Terms and Conditions.
25. Jordan also expressly disclaims all representations, warranties, and guarantees regarding the Market Report accuracy, pricing information, or the current cattle market or a forecast of such a market.
26. Jordan expressly disclaims all liability and representations concerning veterinary services, opinions, and recommendations and diagnostic services, opinions, testing, or findings. Any veterinary opinions, services, and recommendations that occur with the Buyer or Seller during any auction, sale, or other interaction, are the veterinarian's own views and representations. Additionally, any testing or test results or other information provided by diagnostic services is strictly a representation of the diagnostic service provider, and is not adopted or guaranteed by Jordan. **By accepting these Terms and Conditions, you acknowledge that you are not relying on any statement by Jordan or its employees, independent contractors, or agents regarding veterinary services, health of the animal, or any animal's Quality or Condition nor are you relying on such statements regarding any information from Jordan pertaining to diagnostic services, including tests and testing.**

### Payment for Livestock

27. Sales are on a cash basis. If transactions involve livestock being delivered at a later date, then payment may be amended per the agreement between you and Jordan. If purchases are not paid as specified under these Terms and Conditions or as required under any contract amending these payment terms, Buyer will agree to pay the interest rate in the contract. If no interest rate is specified, then it will be the highest rate allowed by law until the full amount of the purchase price is paid in full.

Livestock sellers will be paid by check. If the payee of a check we have written fails to endorse a deposited check, that check may be returned. By returning an unendorsed check, the bank is protecting you against the negotiation of a stolen check.

To prevent check fraud, checks should be endorsed on the back of the check to be valid for deposit. The check endorsement should match the payee on the front of the check. Adding a statement that reads "For Deposit Only in Account Number \_\_\_\_\_ at \_\_\_\_\_ Bank" under your signature ensures that the check cannot be cashed or deposited in another account.

For checks that are made out to multiple parties, adding a statement that reads "Pay to the order of \_\_\_\_\_" under your own signature transfers the ownership of that check to the other party. To negotiate that check, the other party would also have to endorse the check underneath your signature in order to receive the value of the check. If a check has multiple

payees and the word “or” does not appear, all payees must endorse the check. As an example, a check made payable to you and your bank must be endorsed by both.

## **Termination of Use**

28. Concerning online Livestock Auctions, Jordan may, at its sole discretion, refuse to accept a person’s (or entity’s) registration, and may, at any time after accepting registration, terminate or refuse to permit a person’s (or entity’s) continuing use of the Services for any reason without notice.

You are responsible for your user profile, ID, and passwords. If you allow someone else access to use your user profile and ID and they use it to bid on livestock and are the highest bid accepted by the auctioneer, then you are responsible for completing the transaction and paying for the livestock. Therefore, it is highly recommended that you keep your user profile, ID, and password secret and allow no one else to use it. If you are logged in with your user profile and ID and it is used to bid by you or someone else then you will be responsible for payment of those livestock where the auctioneer accepts such bid and such bid is the high bid.

29. Concerning online Livestock Auctions, if an entity places a bid, then the person executing the bid on behalf of the entity agrees to personally guarantee payment for any successful bid.
30. You may be able to access third-party websites or services via Jordan’s website, including but not limited to Seller’s websites and catalogs. Jordan is not responsible for third-party websites, services, or material available through those third-party services. You are solely responsible for your dealings with third-parties.
31. If you fail to comply with these Terms and Conditions, Jordan may, at its sole discretion, stop providing you with its Services, including but not limited to, participation in its auctions and country cattle sales.

## **PRODUCTS**

32. The products Jordan sells on this website and at its various facilities are available only to, and may be used only by, persons who are able to enter into legally binding contracts. If you are an individual, you must be at least 18 years of age. This age requirement is inapplicable to products purchased from Harry’s Boots. If you are registered as a business, you represent that you have the authority to bind that entity to this agreement.
33. “Products” are defined as all products, goods, materials, components, accessories, or other items, including but not limited to Gooseneck trailers, clothing, hats, boots, toys, and various agricultural and livestock products, which are sold on this website or at any other Jordan facilities. Products does not include livestock purchases.
34. All Products that are on “sale” are final purchases, and the Products cannot be returned or exchanged.

## **Warranty**

35. Jordan provides no additional warranties. Warranties, if any, that accompany any specific Product are the manufacturer's warranties, if any, that exist. Jordan does not warranty any of its Products. If a warranty item or issue arises under an existing manufacturer's warranty, the Product shall not be returned to Jordan nor will any warranty claims be processed through Jordan.

## **Limitation of Liability**

36. **YOU UNDERSTAND THAT ANY PURCHASE OF PRODUCTS IS AT YOUR OWN RISK AND THAT JORDAN SELLS THE PRODUCTS ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." JORDAN DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE PRODUCTS. ACCORDINGLY, JORDAN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES, OR CONDITIONS WITH RESPECT TO THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OR SAFETY OF THE LIVESTOCK, OR THE TRUTH OR ACCURACY OF ANY OFFERINGS.**

## **Damages**

37. **Jordan shall not be subject to and disclaims: all consequential, incidental, special and/or contingent damages. Jordan specifically disclaims any liability for property or personal injury damages, penalties, special or punitive damages, damages for lost profits or revenues, loss of use of the Products or any associated equipment, cost of capital, cost of substitute goods or Products, facilities, or services, down-time, shut-down costs, or for any other types of economic loss, and for claims of Buyer's customers or any third party for any such damage.**

## **Termination of Use**

38. If you fail to comply with these Terms and Conditions, Jordan may, at its sole discretion, stop selling you its Products.

## **WEBSITE**

### **Use of this Site (Site refers to either [www.jordancattle.com](http://www.jordancattle.com) or [www.harryboots.com](http://www.harryboots.com))**

39. You may download material displayed on the Site for non-commercial, personal use only; provided, however, that you also retain all copyright and other proprietary notices contained on the materials. You may not, however, distribute, modify, transmit, reuse, re-post, or use the content of the Site for public or commercial purposes, including the text, images, audio and video without Jordan's written permission. You may not alter or interfere with the content or function of this Site or download any material from this Site for use at any other website, including Internet auction sites. All materials on this Site are copyrighted and misuse thereof

may constitute violation of copyright, trademark and other laws. K. Jordan Enterprises reserves all rights to all materials listed on this Site.

40. Jordan provides proprietary information, including copyrighted materials, about its Products and Services on this website for the benefit of its customers and not for unrestricted use by the public. You agree that you may not use, or allow any other person or entity to use, any materials found on this website for the purpose of investigating, supporting, threatening or filing any intellectual property infringement claim against Jordan. Your failure to comply with these prohibitions constitutes breach of these Terms and Conditions with respect to the materials, Products or Services at issue. Each instance of noncompliance (e.g., each use of a digital file contrary to these Terms and Conditions) constitutes a separate instance of breach and subjects you to a payment obligation per instance of breach, as liquidated damages and not as a penalty. In addition, Jordan reserves the right to seek damages for infringement for copyrighted materials. You agree that damages reasonably anticipated from a potential breach are difficult to ascertain because of their indefiniteness or uncertainty and the amount stipulated is reasonably proportionate to the damages actually caused by the breach.

## Registration

41. Jordan may at times require that you register and/or set up an account to use certain portions of the Site. In order to do so, you may be required to provide certain personal information and you may be provided, or required to choose, a password, User Identification, and/or other registration information (collectively, "Registration Information"). You agree and represent that all personal information provided by you is accurate and up-to-date. If any of your personal information changes, you must update it by using the appropriate update mechanism on the Website. *See* Jordan's Web Privacy Policy for details regarding the collection and use of personal information.
42. If you register and/or set up an account on the Site, you will be solely responsible for maintaining the confidentiality of your Registration Information. You may not authorize others to use your Registration Information. You may not sub-license, transfer, sell or assign your Registration Information and/or this Agreement to any third party. You are solely responsible for all usage or activity on your account including, but not limited to, use of the account by any person who uses your Registration Information, with or without authorization, or who has access to any computer on which your account resides or is accessible. If you have reason to believe that your account is no longer secure (for example, in the event of a loss, theft or unauthorized disclosure or use of your Registration Information or any credit, debit or charge card number stored on the Website), you must promptly change the affected Registration Information by using the appropriate update mechanism on the Site.

## Limitation of Liability

43. Jordan does not represent or warrant that the content of this Site is accurate or that its operation will be error free or uninterrupted. You use the Site at your own risk.
44. **THIS SITE IS PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO**



## **THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.**

45. Jordan also assumes no responsibility, and shall not be liable for any damages to, or viruses that may infect, your computer equipment, software, data or other property on account of your access to, use of, or browsing in the Site or your downloading of any materials, data, text, images, video or audio from the Site or any linked sites. In no event shall Jordan or any other party involved in creating, producing, maintaining or delivering the Site, or any of their affiliates, or the officers, directors, employees, shareholders, or agents of any of them, be liable for any damages of any kind, including without limitation any direct, special, incidental, indirect, exemplary, punitive or consequential damages, whether or not advised of the possibility of such damages, or damages from any theory of liability whatsoever, arising out of or in connection with the use of, or your browsing in, or your links to other sites from this Site.

### **Intellectual Property**

46. Unless otherwise noted, products, patents, product names, designs, logos, titles, text, images, audio and video within this Site are the trademarks, service marks, trade names, copyrights, patents or other property of Jordan ("Jordan Intellectual Property"). All other unregistered and registered trademarks are the property of their respective owners. Nothing contained on the Site should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Jordan Intellectual Property displayed on the Site without the written permission of Jordan.

### **Unaffiliated Products and Sites**

47. Descriptions of, or references to, products, publications or sites not owned by Jordan or its affiliates do not imply endorsement of that product, publication or site. Jordan has not reviewed all material linked to the Site and is not responsible for the content of any such material. Your linking to any other sites is at your own risk.

Coupons, discounts, or special terms originating on sites not owned or managed by Jordan or its affiliates will not be accepted.

### **Communications with this Site**

48. On certain areas of Jordan's Site, you may be able to interact with other users or upload messages or other content, including videos ("Content"). Jordan may terminate your account and your ability to upload Content if Jordan believes, in Jordan's sole discretion, that you have violated any of the terms in these Terms and Conditions, or any law.
49. You are prohibited from posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane Content or any Content that could constitute or encourage conduct that would be considered a criminal

offense, give rise to civil liability, or otherwise violate any law. Jordan will fully cooperate with any law enforcement authorities or court order requesting or directing Jordan to disclose the identity of or help identify or locate anyone posting any such Content.

50. Jordan appreciates your comments, but please do not send to Jordan any suggestions, drawings, models or other descriptions of any ideas related to new products, modifications to existing products or marketing efforts. Jordan does not accept such unsolicited products or marketing suggestions.
51. Any communication or material you transmit to the Site by e-mail or otherwise, including any data, questions, comments, suggestions, or the like is, and will be treated as, non-confidential and non-proprietary. Jordan cannot prevent the "harvesting" of information from this Site, and you may be contacted by Jordan or unrelated third parties, by e-mail or otherwise, within or outside of this Site. Anything you transmit may be edited by or on behalf of Jordan, may or may not be posted to this Site at the sole discretion of Jordan and may be used by Jordan or its affiliates for any purpose, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting. Furthermore, Jordan is free to use any ideas, concepts, know-how, or techniques contained in any communication you send to the Site for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products using such information without any compensation to the person sending such information.
52. Although Jordan may from time to time monitor or review discussion, chats, postings, transmissions, bulletin boards, and the like on the Site, Jordan is under no obligation to do so and assumes no responsibility or liability arising from the content of any such locations or for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger or inaccuracy contained in any information within such locations on the Site. Jordan assumes no responsibility or liability for any actions or communications by you or any unrelated third party within or outside of this Site.

### **Reporting Violations Of These Terms And Conditions**

53. If you believe that Content was posted in violation of these Terms and Conditions, please notify us via email to [info@jordancattle.com](mailto:info@jordancattle.com). Jordan may, but typically will not, acknowledge receipt of your complaint. You agree that Jordan cannot and will not act as arbiter of disputes arising from third party communications or transmission to the Site, but will take only such action as is appropriate in Jordan's sole discretion. If you are a copyright owner and you believe your rights have been violated by Content uploaded to this Site, please follow Jordan's Proprietary Rights Complaint Process below.

### **User Generated Content License Agreement**

54. Any Content you submit to Jordan either through this website or via other media including, but not limited to, text messages, emails, social media, and mail carriers, containing artwork, audio recordings, copy, ideas, images, music, photography, text, video recordings, written materials and/or other materials ("Submission") is governed by these terms.

55. You hereby grant to Jordan an irrevocable, non-exclusive, royalty-free perpetual license to use and exploit the Submission, including, without limitation, the title(s) and each and every element of the Submission, in whole or in part, in any and all manner and media throughout the world. You hereby acknowledge and agree that: (a) Jordan shall have the right to edit, alter or arrange the Submission in any way it desires in its sole discretion; (b) Jordan shall not have any obligation to provide you with any credit when using your Submission; and (c) you waive any "moral rights" that you may have in the Submission. You understand that Jordan will be acting in reliance upon your grant of rights, representations, warranties and indemnities in this Agreement and may incur substantial expense in reliance upon this grant of rights, representations, warranties and indemnities should Jordan use your Submission.

### **Proprietary Rights Complaint Process**

56. Jordan is committed to complying with U.S. copyright law and to responding to claims of copyright infringement. Jordan will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act, Title 17, United States Code, Section 512 ("DMCA").
57. Pursuant to the DMCA, notifications of claimed copyright infringement should be sent to a Service Provider's Designated Agent. Notification must be submitted to the following Designated Agent for this site in the manner described below:

1. By sending an email to [info@jordancattle.com](mailto:info@jordancattle.com); or
2. By sending a letter via U.S. mail to:

Copyright Agent  
K. Jordan Enterprises  
PO Box 158  
San Saba, Texas 76877

For your complaint to be valid under the DMCA, you must provide the following information when providing notice of the claimed copyright infringement:

- a. A physical or electronic signature of a person authorized to act on behalf of the copyright owner;
- b. Identification of the copyrighted work claimed to have been infringed;
- c. Identification of the material that is claimed to be infringing or to be the subject of the infringing activity and that is to be removed or access to which is to be disabled as well as information reasonably sufficient to permit Jordan to locate the material;
- d. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address;
- e. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or law;
- f. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

(For more details on the information required for valid notification, *see* 17 U.S.C. 512(c))

Upon receipt of a fully completed and signed notification form, Jordan will disable access to the allegedly infringing materials and will promptly notify the individual who posted the materials that access has been disabled as is Jordan's obligation under the Copyright Act. If your notification is unsigned or is not on Jordan's form and does not contain the authorization language of Jordan's form, Jordan will work with you to obtain a properly executed notification. If any of the other information is missing from your notification, however, Jordan will not be able to respond to your request.

Pursuant to 17 U.S.C. § 512(g)(2), the individual who posted the materials may provide us with counter-notification that the materials were removed or disabled as the result of a mistake or misidentification of the materials. This counter-notification must (1) be signed, (2) include the individual's name, address and telephone number, (3) include a statement that the individual is making the counter-notification under penalty of perjury, and (4) state that the person consents to the jurisdiction of the federal district court where his or her address is located. If Jordan receives such a counter-notification, and Jordan determines that Jordan would like to restore access to the materials, a copy will be sent to you notifying you that access to the materials will be restored within ten business days. Access will be restored between the tenth and fourteenth business day after Jordan receives a counter-notification unless you inform us that you have filed an action seeking a court order to restrain the individual who made the posting from engaging in infringing activity on Jordan's network and servers. If Jordan determines that it does not want to restore access to the materials, you will not receive any further notification.

You should be aware that, under the DMCA, claimants who make misrepresentations concerning copyright infringement may be liable for damages incurred as a result of the removal or blocking of the material, court costs, and attorney's fees.

## **COMMON CONDITIONS**

### **Amendments and Changes to Agreement**

58. At any time, Jordan may change or amend Terms and Conditions. Any changes or amendments will be reflected on the website. Your use of the Services after the date the change becomes effective will be your consent to the changed terms. If you do not agree to the changes, you must stop using the Services. Otherwise, the new terms will apply to you.

### **No third-party beneficiaries**

59. This Agreement is solely for your and Jordan's benefit. It is not for the benefit of any other person or entity, except for Jordan's owners, successors, and assigns.

### **Severability**

60. If any provision of this Agreement is deemed to be invalid or unenforceable, such provision shall be stricken and the remaining provisions shall be interpreted in such a way as to carry out the intent of the parties to the greatest extent possible.

### **Governing Law**

61. All legal actions instituted under these Terms and Conditions shall be determined exclusively by the laws of the State of Texas, with venue for any legal action in San Saba County, Texas.

### **Attorney's Fees**

62. If Jordan takes legal action under these Terms and Conditions or under any contract for Services, Jordan and its successors and assigns shall be entitled to reasonable attorney's fees and court costs.