



Terms of Use

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This Agreement applies to this Website. This Website contains information, including, without limitation, all text, graphics, photographs, graphs, sounds, data, images, audio, page headers, software (including HTML and other scripts), buttons, video, and other icons, and the arrangement and compilation of this information (collectively, the "Information") that is either owned or licensed by the Company.

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Submissions

You hereby grant to the Company and its affiliates a worldwide, royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, create derivative works based on, distribute, perform and display any message posted on the Website or any e-mail or other materials or Information sent by you to the Company and to incorporate it (in whole or in part) in other works in any form, media or technology now known or later developed.

Linking

You may not use any of the Company's proprietary logos, marks, or other distinctive graphics, video, or audio material in your links, without the Company's express written permission, which the Company may withhold in its sole discretion. You may not link in any manner reasonably likely to (a) imply affiliation with or endorsement or sponsorship by the Company; (b) cause confusion, mistake, or deception; (c) dilute the Company's trademarks or service marks; or (d) otherwise violate state or federal law. In addition, you may only link to the home page of the Website, unless otherwise authorized in writing by the Company. This Website may contain links to other websites. These links are provided for informational purposes only, and the Company does not sponsor or affiliate with any linked entity unless expressly stated. The Company makes no representations and assumes no responsibility for your use of links provided on the Website.

Modification

The Company reserves the right to modify the terms and conditions of this Agreement. Such modifications may include, without limitation, implementation of user priorities, implementation of rules for use by you, and discontinuance of functional aspects of the Website. The Company may also add, withdraw or modify Information within the Website or services provided through the Website at any time in its sole discretion. All such modifications shall be displayed online, and such display shall constitute effective notice under this Agreement on the day the Company places them on the Website. You agree to review the terms and conditions of this Agreement periodically to be aware of such revisions.

Delays in Service

Neither the Company nor any of its licensors (including its and their officers, directors, employees, affiliates, agents, representatives or subcontractors) shall be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, acts of God, riots, armed conflicts, acts of war, or to other like causes beyond the reasonable control of Company. The Company shall have no responsibility to provide you access to the Website while interruption of the Website due to any such cause shall continue.

Termination

The Company reserves the right, in its sole discretion, to terminate your access to the Website at any time, without notice.

Monitoring

You acknowledge that the Company reserves the right to, and may from time to time, monitor any and all material transmitted or received through the Website. The Company, at its sole discretion and without further notice to you, may (but is not obligated to) review, censor or prohibit the transmission or receipt of any material which the Company deems inappropriate or that violates any term or condition of this Agreement. During monitoring, material may be examined, recorded, copied, and used for authorized purposes. Use of the Website, authorized or unauthorized, constitutes consent to such monitoring.

Limited Warranty

You acknowledge that the Information and links provided through the Website are compiled from sources which are beyond the control of the Company. Though such Information is recognized by the parties to be generally reliable, the parties acknowledge that inaccuracies may occur, and that the Company and its licensors do not warrant the accuracy or suitability of the Information. FOR THIS REASON, YOU ACKNOWLEDGE THAT THE WEBSITE AND INFORMATION ARE PROVIDED TO YOU ON AN "AS IS, WITH ALL FAULTS" BASIS. COMPANY AND ITS LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS, ORAL, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY WARRANTIES ARISING BY VIRTUE OF CUSTOM OF TRADE OR COURSE OF DEALING, AND ANY IMPLIED WARRANTIES OF TITLE OR NON-INFRINGEMENT. FURTHER, COMPANY AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT THE WEBSITE OR INFORMATION WILL MEET YOUR REQUIREMENTS OR ARE SUITABLE FOR YOUR NEEDS OR THAT THE WEBSITE OR INFORMATION ARE VIRUS FREE.

Limitation of Liability

YOU AGREE THAT COMPANY AND ITS LICENSORS (INCLUDING ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, AGENTS, REPRESENTATIVES OR CONTRACTORS) SHALL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE WEBSITE AND INFORMATION FOR ANY PURPOSE WHATSOEVER. IF THE ABOVE LIMITATIONS OF LIABILITY SHOULD FAIL IN THEIR ESSENTIAL PURPOSE FOR ANY REASON, SUCH LIABILITY IS AND SHALL BE LIMITED TO \$100.00 AS LIMITED DAMAGES AND NOT AS A PENALTY EVEN IF THE COMPANY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. THE PROVISIONS CONTAINED IN THIS SECTION SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

Release and Indemnification

YOU SHALL RELEASE AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE COMPANY, ITS LICENSORS AND THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND REPRESENTATIVES (THE "COMPANY PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS, DEMANDS, SUITS, LIABILITIES, FINES, PENALTIES AND EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES) (COLLECTIVELY, "CLAIMS") OF WHATEVER KIND, CHARACTER, OR NATURE BROUGHT BY OR ON BEHALF OF ANY PERSON THAT ARISE OUT OF, ARE RELATED TO OR ARE IN CONNECTION WITH THIS AGREEMENT OR YOUR ACCESS OR USE OF THE WEBSITE OR INFORMATION, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE JOINT, SOLE, OR CONCURRENT NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT, WHETHER PASSIVE OR ACTIVE, OF ANY PERSON OR ENTITY, INCLUDING BUT NOT LIMITED TO THE COMPANY PARTIES.

Attorney's Fees

If the Company takes action (by itself or through its representatives) to enforce any of the provisions of this Agreement, including collection of any amounts due hereunder, the Company shall be entitled to recover from you (and you agree to pay), in addition to all sums to which it is entitled or any other relief, at law or in equity, reasonable and necessary attorney's fees and any costs of any litigation.

Governing Law; Limitations; Venue

This Agreement shall be governed by the laws of the State of Texas, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of the Website or Information contemplated by this Agreement must be instituted within two (2) years from the date upon which such claim or cause arose or was accrued. Further, any such claim or cause of action shall be brought exclusively in the state or federal courts located in Dallas, Dallas County, Texas, and you agree to submit to the exclusive personal jurisdiction of such courts and hereby appoint the Secretary of State of Texas as your agent for service of process. You agree to waive any objection that the state or federal courts of Dallas County, Texas, are an inconvenient forum.

Severability

Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

U.S. Government Restricted Rights

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Notice and Procedure for Copyright Infringement Claim

The Company, pursuant to 17 U.S.C. Section 512 as amended by Title II of the Digital Millennium Copyright Act (the “Act”), reserves the right, but not the obligation, to terminate your license to use the Website or Information if it determines in its sole and absolute discretion that you are involved in infringing activity, including alleged acts of first-time or repeat infringement, regardless of whether the material or activity is ultimately determined to be infringing. The Company accommodates and does not interfere with standard technical measures used by copyright owners to protect their materials. In addition, pursuant to 17 U.S.C. Section 512(c), the Company has implemented procedures for receiving written notification of claimed infringements and for processing such claims in accordance with the Act. The Company’s designated agent to receive notification of claimed infringement is:

Chief Corporate Counsel
Hillwood Development Company
3000 Turtle Creek Blvd
Dallas, Texas 75219
Fax: 972-201-2889

In addition, any written notice regarding any defamatory or infringing activity, whether of a copyright, patent, trademark or other proprietary right, should be sent to the Company designated agent, listed above, and must include the following information:

- A physical or electronic signature of a person authorized to act on behalf of (1) the owner of an exclusive right that is allegedly infringed or (2) the person defamed.
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site. Similarly for other types of infringing materials, a list of such materials.
- Identification of the material that is claimed to be infringing, to be the subject of infringing activity, or that is claimed to be defamatory and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- Information reasonably sufficient to permit us to contact you, such as your address, telephone number, and/or electronic mail address.
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright or other proprietary right owner, its agent, or the law.
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed or on behalf of the person defamed.

Miscellaneous

The Company’s websites are operated and controlled by the Company in the United States, and are intended only for use by persons within the United States. We make no representations that any materials on our website are appropriate for use by persons outside of the United States. The Company also does not intend for its websites to be used by children under the age of 13, nor do we seek to collect information about children under the age of 13. If you are under the age of 13, we request that you do not provide us with any personal information about yourself.

Entire Agreement

THIS AGREEMENT IS COMPLETE AND EFFECTIVE AT THE TIME YOU AGREE TO IT BY ACCESSING OR USING THE WEBSITE OR INFORMATION. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES, AND NO OTHER AGREEMENT, WRITTEN OR ORAL, EXISTS BETWEEN YOU AND THE COMPANY.

Date: September 15, 2020