

## Frontiers Market Terms of Service

Last Updated: [ January 1, 2025 ]

This Terms of Service is a legally binding contract between you ("**Rancher**," "**you**" or "**your**") and Frontiers Market Technologies, Inc. ("**Frontiers Market**," "**we**," "**our**," or "**us**") regarding your use of the Service (defined below). Each the Rancher and Frontiers Market are a "**party**" and together, the "**parties**."

### PLEASE READ THE FOLLOWING TERMS CAREFULLY:

**BY CLICKING "I ACCEPT" OR OTHERWISE USING THE SERVICE**, YOU AGREE THAT YOU HAVE READ AND UNDERSTOOD, AND, AS A CONDITION TO YOUR USE OF THE SERVICE, YOU AGREE TO BE BOUND BY: (A) THE FOLLOWING TERMS AND CONDITIONS, AND (B) ANY ADDITIONAL APPLICABLE TERMS, POLICIES, GUIDELINES, OR AGREEMENTS, INCLUDING FRONTIERS MARKET'S STANDARD END USER LICENSING TERMS FOR THE PLATFORM, WHICH ARE ALL HEREBY INCORPORATED BY THIS REFERENCE (COLLECTIVELY, THE "**AGREEMENT**").

BY AGREEING TO THIS AGREEMENT, RANCHER REPRESENTS AND WARRANTS TO FRONTIERS MARKET THAT THE INDIVIDUAL ACCEPTING THIS AGREEMENT ON RANCHER'S BEHALF HAS THE AUTHORITY TO BIND RANCHER TO THIS AGREEMENT AND RANCHER AGREES TO BE BOUND BY THIS AGREEMENT AND ITS TERMS AND CONDITIONS.

### 1. SERVICE

Frontiers Market provides an artificial intelligence driven software platform that facilitates data analytics through the installation and use of certain equipment for the purpose of collecting data from livestock (the "**Platform**"). The "**Service**" collectively refers to the Platform, the Equipment, and the computer aided online design tools ("**Salesbook Software**").

### 2. EQUIPMENT

**2.1 Access to Properties.** From time to time, as mutually agreed to by you and Frontiers Market, you will permit Frontiers Market's representatives ("**Representatives**") access to your premises (collectively, the "**Properties**") for the purposes of installing and maintaining audio, video, photo or other data collection equipment, and, if necessary, certain support equipment (collectively, the "**Equipment**") for the purposes of collecting data with respect to the livestock located on the Properties ("**Data**"). You represent and warrant that you have exclusive possession to occupy and control the Properties, either by way of ownership or valid lease, and have the authority to grant our Representatives access to the Properties as contemplated under this Agreement. All visits to the Properties by Representatives will be arranged by you and Frontiers Market in advance, and you agree not to unreasonably deny access to the Properties by Representatives when requested in accordance with the agreed upon arrangements, or when necessitated due to urgent circumstances. For optimal Data collection, You and Frontiers Market will confer in good faith regarding the mutually agreeable locations within the Properties where the Equipment will be placed.

**2.2 Rancher's Assistance.** You, and at your direction, your staff ("**Personnel**"), will reasonably assist Representatives with the installation of Equipment on your Properties and livestock including defining requirements and providing necessary systems support such as oversight and approval of all power and network connections, running on-site network and power cables, access or installation of power receptacles, and such other assistance as required for the successful installation of the Equipment. In addition to allowing Frontiers Market access to the Properties

for the purposes of placing the Equipment, you must provide Frontiers Market with access to any mutually agreed equipment that is already in place on the Properties for the purpose of utilizing same to collect the Data.

- 2.3 Ownership of Equipment.** Frontiers Market retains all ownership rights to the Equipment. You agree that you will not, and will not enable a third party to, use the Equipment in any manner except (a) as provided for in this Agreement, (b) with prior consent from Frontiers Market, or (c) only when necessitated due to urgent circumstances (in which case you will promptly notify Frontiers Market thereof). You will use every reasonable precaution to prevent loss or damage to the Equipment. If you become aware of any damage to, or loss or theft of the Equipment while located on the Properties, you must promptly notify Frontiers Market in order for Frontiers Market to provide servicing, repair or replacement for the Equipment.

### **3. LICENSE RIGHTS AND RESTRICTIONS**

- 3.1 Service License.** We may provide you with user manuals or other documentation, relating to the Service (“**Documentation**”). Subject to (a) the terms of this Agreement and (b) payment of applicable fees for Services, during the Term you may access and use the Service, solely for your internal business purposes in accordance with the Documentation. During the Term, you may use and reproduce the Documentation to enable your use of the Service solely for your internal business purposes.
- 3.2 Your Responsibilities.** You are responsible for all activities that occur under your authorization, including the activities and conduct: (a) of your Personnel, and (b) on your Properties. You and your Personnel will use the Service in compliance with this Agreement, all applicable laws and regulations. You will prevent any unauthorized use of the Service and will immediately notify us in writing of any unauthorized use of which you become aware. By using the Service, you agree not to: (a) use the Service for any illegal purpose or in violation of any local, state, national, or international law; (b) interfere with security-related features of the Service; (c) submit or transmit material containing software viruses or other harmful computer code, files, scripts, or programs to or through the Service; (d) interfere with or disrupt the integrity or performance of the Service; (e) attempt to gain or permit unauthorized use of the Service; (f) disassemble, reverse engineer, or decompile the Service or any Materials; (g) “frame”, “mirror”, or otherwise embed or incorporate the Service in any of your or a third party system or service; (h) access the Service to build a competitive product or service, reproduce features of the Service, or resell the Service; or (i) attempt to do any of the acts described in this Section 3.2 or assist or permit any person (including Personnel) in engaging in any of the acts described in this Section 3.2.

## **4. RESERVATIONS OF RIGHTS**

- 4.1** The Service is owned and operated by Frontiers Market. Rancher acknowledges that, as between you and us, we are the sole and exclusive owner of the Service and Data. The visual interfaces, graphics, design, compilation, information, data, computer code (including source code or object code), products, software, services, Data, Service Data, Documentation, and all other elements of the Service provided by us (collectively “**Materials**”) are protected by intellectual property and other laws. All Materials included in the Service are the property of Frontiers Market or its third-party licensors; you agree to not challenge Frontiers Market ownership of the Materials. There are no implied licenses in this Agreement and we reserve all rights to the Materials not expressly granted in this Agreement. “**Service Data**” means information generated from the use

of the Service, which data does not identify Personnel, any other natural human persons or you, such as technical logs, data and learnings about your use of the Services.

- 4.2 **Feedback.** If you provide us with any feedback concerning the functionality and performance of the Service ("**Feedback**"), you grant us an unrestricted, perpetual, irrevocable, right and license to exploit the Feedback in any manner and for any purpose without any remuneration.

## 5. TERM AND TERMINATION

- 5.1 **Term.** This Agreement is effective beginning when you accept this Agreement or begin use of the Service, and end when terminated as described in Section 5.2 of this Agreement (the "**Term**").

- 5.2 **Termination.** If you violate any provision of this Agreement, then the Service provided to you and this Agreement will automatically terminate. In addition, Frontiers Market may, at its sole discretion, terminate this Agreement and the Service provided to you at any time for any reason or no reason, with or without notice, and without any liability to you arising from such termination.

- 5.3 **Effect of Termination.** Upon termination of this Agreement, you and Frontiers Market must confer in good faith to make reasonable arrangements for the return of the Equipment to Frontiers Market, and you agree to permit Frontiers Market reasonable access to the Properties as necessary in order for Frontiers Market to collect the Equipment in a prompt manner. All definitions and Sections 2.2, 4, 5.3 and 7 through 11 will survive any termination of this Agreement.

## 6. MODIFICATIONS

- 6.1 **Modification of the Service.** Frontiers Market reserves the right to modify, discontinue, or restrict all or any portion of the Service at any time (including by limiting or discontinuing certain features of the Service), temporarily or permanently, without notice to you. Frontiers Market will have no liability for any change to the Service.

- 6.2 **Modification of Terms.** Frontiers Market may, from time to time, change the provisions of this Agreement. Revisions will be effective immediately except that, for existing Ranchers, material revisions will be effective 30 days after posting unless otherwise set forth in notice of modification. We may require that you accept the modified Agreement in order to continue to use the Service. If you do not agree to the modified Agreement, then you should notify us and immediately discontinue your use of the Service.

## 7. USER CONTENT

- 7.1 **User Content Generally.** The paid Salesbook Software may permit users to submit, upload, publish, or otherwise transmit ("**Post**") content to the Service, including photos, images, text, video or audio (including sound, voice and musical recordings embodied in the video or audio) and any other works of authorship or other works ("**User Content**"). You retain any copyright and other proprietary rights that you may hold in the User Content that you Post to the Service, subject to the licenses granted in this Agreement.

**7.2 Limited License Grant to Frontiers Market.** By Posting User Content to or via the Salesbook Software, you grant Frontiers Market a worldwide, non-exclusive, irrevocable, royalty-free, fully paid right and license (with the right to sublicense through multiple tiers) to host, store, transfer, publicly display, publicly perform (including by means of a digital audio transmission), communicate to the public, reproduce, modify for the purpose of formatting for display, create derivative works as authorized in this Agreement, and distribute your User Content, in whole or in part, in any media formats and through any media channels, in each instance whether now known or hereafter developed. All of the rights you grant in this Agreement are provided on a through-to-the-audience basis, meaning the owners or operators of external services will not have any separate liability to you or any other third party for User Content Posted or otherwise used on external services via the Service. You agree to pay all monies owing to any person or entity resulting from Posting your User Content and from Frontiers Market's exercise of the license set forth in this Section.

**7.3 You Must Have Rights to the Content You Post; User Content Representations and Warranties.** You must not Post User Content if you are not the owner of or are not fully authorized to grant rights in all of the elements of that User Content. **Frontiers Market disclaims any and all liability in connection with User Content.** You are solely responsible for your User Content and the consequences of providing User Content. By providing User Content, you affirm, represent, and warrant to us that:

- (a) you are the creator and owner of the User Content, or have the necessary licenses, rights, consents, and permissions to authorize Frontiers Market and users of the Service to use and distribute your User Content as necessary to exercise the licenses granted by you in this Section, in the manner contemplated by Frontiers Market, the Service, and this Agreement;
- (b) your User Content, and the Posting or other use of your User Content as contemplated by this Agreement, does not and will not: (i) infringe, violate, misappropriate, or otherwise breach any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property, contract, or proprietary right; (ii) slander, defame, libel, or invade the right of privacy, publicity or other property rights of any other person; or (iii) cause Frontiers Market to violate any law or regulation or require us to obtain any further licenses from or pay any royalties, fees, compensation or other amounts or provide any attribution to any third parties; and
- (c) your User Content could not be deemed by a reasonable person to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate.

**7.4 User Content Disclaimer.** We are under no obligation to edit or control User Content that you or other users Post and will not be in any way responsible or liable for User Content. Frontiers Market may, however, at any time and without prior notice, screen, remove, edit, or block any User Content that in our sole judgment violates this Agreement, is alleged to violate the rights of third parties, or is otherwise objectionable. You understand that, when using the Service, you will be exposed to User Content from a variety of sources and acknowledge that User Content may be inaccurate, offensive, indecent, or objectionable. You agree to waive, and do waive, any

legal or equitable right or remedy you have or may have against Frontiers Market with respect to User Content. If notified by a user or content owner that User Content allegedly does not conform to this Agreement, we may investigate the allegation and determine in our sole discretion whether to remove the User Content, which we reserve the right to do at any time and without notice. For clarity, Frontiers Market does not permit infringing activities on the Service.

**7.5 Monitoring Content.** Frontiers Market does not control and does not have any obligation to monitor: (a) User Content; (b) any content made available by third parties; or (c) the use of the Service by its users. You acknowledge and agree that Frontiers Market reserves the right to, and may from time to time, monitor any and all information transmitted or received through the Service for operational and other purposes. If at any time Frontiers Market chooses to monitor the content (including User Content), then Frontiers Market still assumes no responsibility or liability for content or any loss or damage incurred as a result of the use of content. During monitoring, information may be examined, recorded, copied, and used in accordance with our Privacy Policy. Frontiers Market may block, filter, mute, remove or disable access to any User Content uploaded to or transmitted through the Service without any liability to the user who Posted such User Content to the Service or to any other users of the Service.

## **8. INTELLECTUAL PROPERTY RIGHTS PROTECTION**

**8.1 Respect of Third Party Rights.** Frontiers Market respects the intellectual property rights of others, takes the protection of intellectual property rights very seriously, and asks users of the Service to do the same. Infringing activity will not be tolerated on or through the Service.

**8.2 DMCA Notification.** We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C. § 512, as amended).

**8.3 Procedure for Reporting Claimed Infringement.** If you believe that any content made available on or through the Service has been used or exploited in a manner that infringes an intellectual property right you own or control, then please promptly send a written “**Notification of Claimed Infringement**” to the Designated Agent identified above containing the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- (b) a description of the copyrighted work or other intellectual property right that you claim has been infringed;
- (c) a description of the material that you claim is infringing and where it is located on the Service;
- (d) your address, telephone number, and email address;
- (e) a statement by you that you have a good faith belief that the use of the materials on the Service of which you are complaining is not authorized by the copyright or other intellectual property right owner, its agent, or the law; and
- (f) a statement by you that the above information in your notice is accurate and that, under

penalty of perjury, you are the copyright or other intellectual property right owner or authorized to act on the copyright or intellectual property owner's behalf.

Your Notification of Claimed Infringement may be shared by Frontiers Market with the user alleged to have infringed a right you own or control as well as with the operators of publicly available databases that track notifications of claimed infringement, and you consent to Frontiers Market making such disclosures. You should consult with your own lawyer or see 17 U.S.C. § 512 to confirm your obligations to provide a valid notice of claimed infringement.

**8.4 Repeat Infringers.** Frontiers Market's policy is to: (a) remove or disable access to material that Frontiers Market believes in good faith, upon notice from an intellectual property rights owner or authorized agent, is infringing the intellectual property rights of a third party by being made available through the Service; and (b) in appropriate circumstances, to terminate the accounts of and block access to the Service by any user who repeatedly or egregiously infringes other people's copyright or other intellectual property rights. Frontiers Market will terminate the accounts of users that are determined by Frontiers Market to be repeat infringers. Frontiers Market reserves the right, however, to suspend or terminate accounts of users in our sole discretion.

**8.5 Counter Notification.** If you receive a notification from Frontiers Market that material made available by you on or through the Service has been the subject of a Notification of Claimed Infringement, then you will have the right to provide Frontiers Market with what is called a "**Counter Notification**." To be effective, a Counter Notification must be in writing, provided to Frontiers Market's Designated Agent through one of the methods identified in Section 8.2 (*DMCA Notification*), and include substantially the following information:

- (a) your physical or electronic signature;
- (b) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- (c) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and
- (d) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located, or if you are residing outside of the United States, then for any judicial district in which Frontiers Market may be found, and that you will accept service of process from the person who provided notification under Section 8.2 (*DMCA Notification*) above or an agent of that person.

A party submitting a Counter Notification should consult a lawyer or see 17 U.S.C. § 512 to confirm the party's obligations to provide a valid counter notification under the Copyright Act.

**8.6 Reposting of Content Subject to a Counter Notification.** If you submit a Counter Notification to Frontiers Market in response to a Notification of Claimed Infringement, then Frontiers Market

will promptly provide the person who provided the Notification of Claimed Infringement with a copy of your Counter Notification and inform that person that Frontiers Market will replace the removed User Content or cease disabling access to it in 10 business days, and Frontiers Market will replace the removed User Content and cease disabling access to it not less than 10, nor more than 14, business days following receipt of the Counter Notification, unless Frontiers Market's Designated Agent receives notice from the party that submitted the Notification of Claimed Infringement that such person has filed an action seeking a court order to restrain the user from engaging in infringing activity relating to the material on Frontiers Market's system or network.

**8.7 False Notifications of Claimed Infringement or Counter Notifications.** The Copyright Act provides at 17 U.S.C. § 512(f) that: "[a]ny person who knowingly materially misrepresents under [Section 512 of the Copyright Act (17 U.S.C. § 512)] (1) that material or activity is infringing, or (2) that material or activity was removed or disabled by mistake or misidentification, will be liable for any damages, including costs and attorneys' fees, incurred by the alleged infringer, by any copyright owner or copyright owner's authorized licensee, or by a service provider, who is injured by such misrepresentation, as the result of Frontiers Market relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing, or in replacing the removed material or ceasing to disable access to it." Frontiers Market reserves the right to seek damages from any party that submits a Notification of Claimed Infringement or Counter Notification in violation of the law.

## **9. INDEMNIFICATION**

To the fullest extent permitted by applicable law, you are responsible for your and your Personnel's use of the Service, and you will defend and indemnify Frontiers Market, its affiliates and their respective shareholders, directors, managers, members, officers, employees, consultants, and agents (together, the "**Frontiers Market Entities**") from and against every claim brought by a third party, and any related liability, damage, loss, and expense, including attorneys' fees and costs, arising out of or connected with: (a) your unauthorized use of, or misuse of, the Service; (b) your violation of any portion of this Agreement, any representation, warranty, or agreement referenced in this Agreement, or any applicable law or regulation; (c) your violation of any third-party right, including any confidentiality, property, or privacy right; or (d) any dispute or issue between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you (without limiting your indemnification obligations with respect to that matter), and in that case, you agree to cooperate with our defense of those claims.

## **10. WARRANTIES; DISCLAIMER OF WARRANTIES**

**10.1 Warranty.** Rancher represents and warrants to Frontiers Market that: (a) you have the necessary right, power, and authority to enter into this Agreement without any conflict or breach of any contract or obligation to any third party, and to use and to permit the use of the Equipment on your Properties, the Data, and other materials in the course of using the Service; (b) you will not transfer any personal data, personal information or personally identifiable information to us without the consent of the individuals to whom such information relates; and (c) you are in compliance with, and will not violate any applicable law, including without limitation privacy and regulations in connection with your use of the Service.

**10.2 Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. THE SERVICE AND ALL MATERIALS AND CONTENT AVAILABLE THROUGH THE SERVICE ARE PROVIDED "AS IS" AND ON AN "AS AVAILABLE" BASIS. FRONTIERS MARKET DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, RELATING TO THE SERVICE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT. FRONTIERS MARKET DOES NOT WARRANT THAT THE SERVICE OR ANY PORTION OF THE SERVICE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS, AND FRONTIERS MARKET DOES NOT WARRANT THAT ANY OF THOSE ISSUES WILL BE CORRECTED.

FRONTIERS MARKET AND ITS LICENSORS AND SUPPLIERS MAKE NO REPRESENTATION OR WARRANTY REGARDING THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS THAT MAY APPLY TO THE PROVISION OR USE OF THE SERVICE. FRONTIERS MARKET DOES NOT DISCLAIM ANY WARRANTY OR OTHER RIGHT THAT FRONTIERS MARKET IS PROHIBITED FROM DISCLAIMING UNDER APPLICABLE LAW.

## **11. LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (A) IN NO EVENT WILL FRONTIERS MARKET ENTITIES BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO YOUR USE OF, OR THE PROVISION OF, THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ANY FRONTIERS MARKET ENTITY HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE; AND (B) RANCHER HEREBY EXPRESSLY WAIVES ANY AND ALL CLAIMS FOR DAMAGES ARISING OR RESULTING FROM THE SERVICE WITH RESPECT TO RANCHER'S PROPERTIES OR CHATTELS.

## **12. DISPUTE RESOLUTION**

**12.1 No Class Actions.** RANCHER AND FRONTIERS MARKET AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

**12.2 Binding Arbitration.** Any dispute, claim, or controversy between the parties arising out of or relating to this Agreement, whether in contract, tort, or otherwise, and the parties' rights or remedies (collectively, "**Disputes**") will be conclusively determined by a final and binding confidential arbitration proceeding to take place in Austin, Texas. Such proceeding will be conducted in English and administered by Judicial Arbitration and Mediation Services ("**JAMS**") pursuant to the JAMS's Comprehensive Arbitration Rules and Procedures then in effect before a sole arbitrator chosen in accordance with such rules. The ruling by the arbitrator may be entered in any court having jurisdiction over the parties or any of their assets. The parties will evenly split the cost of the arbitrator's fees, but each party will bear their own attorneys' fees and other costs associated with the arbitration. Both parties agree that this arbitration provision may be



enforced by injunction or other equitable order, and no bond or security of any kind will be required with respect to any such injunction or order. In addition, and notwithstanding the foregoing, each party will be entitled to seek immediate injunctive relief from a court of competent jurisdiction. Disputes must be brought to arbitration within the applicable period under law or they are waived. Further, unless both you and Frontiers Market agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

## **13. MISCELLANEOUS**

**13.1 Relationship of the Parties.** Frontiers Market is and will act as an independent contractor and not as your agent, partner, joint venturer, or representative in the performance of this Agreement.

**13.2 Governing Law.** This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Texas, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Subject to the arbitration provision in Section 10, each party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in Austin, Texas in connection with any action arising out of or in connection with this Agreement.

**13.3 Waiver; Severability.** The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of the Service under this Agreement is found to be illegal, unenforceable, or invalid, your right to use Service will immediately terminate.

**13.4 Notices.** Any notice required or permitted to be given in accordance with this Agreement will be effective if: (a) in writing sent from Rancher to Frontiers Market by email to [info@frontiersmarket.com](mailto:info@frontiersmarket.com); (a) in writing sent from Frontiers Market to Rancher by email to the email address provided when signing up for the Service. It is each Party's responsibility to ensure that its address for notice is kept current at all times. Either party may change its address for receipt of notice by giving notice to the other party in accordance with this Section 11.4. Notices are deemed given one business day following the date either party sends email notice to the other party.

**13.5 Use of Name.** We may use your name, brand, or logo solely for the purpose of identifying you as a user of our Service on our website, brochures, promotional materials, or other public relations materials. Any such limited use by us will in no way suggest that we are affiliated with or speaking on your behalf. You may opt out of our use of your name, brand, or logo by expressly opting out by providing us notice in accordance with Section 11.4.

**13.6 No Support.** We are under no obligation to provide support for the Service. In instances where we may offer support, the support be provided on a case-by-case basis.

**13.7 Interpretation.** The headings set forth in this Agreement are for convenience of reference

purposes only and will not affect or be deemed to affect in any way the meaning or interpretation of this Agreement or any term or provision hereof. For purposes of this Agreement: (a) the words "include," "includes" and "including" will be deemed to be followed by the words "without limitation;" (b) the words "such as", "for example" "e.g." and any derivatives of those words will mean by way of example and the items that follow these words will not be deemed an exhaustive list; (c) the word "or" is used in the inclusive sense of "and/or" and the terms "or," "any," and "either" are not exclusive; (d) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; and (e) words denoting the singular have a comparable meaning when used in the plural, and vice-versa. Any law defined or referred to herein means such law as from time to time amended, modified or supplemented, including (in the case of statutes) by succession of comparable successor laws.

**13.8 Entire Agreement.** This Agreement is the final and complete expression of the agreement between these parties regarding the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except that this Agreement does not supersede any prior nondisclosure or comparable agreement between the parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the parties relating to other products or services of Frontier Market to which you has executed a separate agreement with us that remains in effect. No employee, agent, or other representative of Frontiers Market has any authority to bind us with respect to any statement, representation, warranty, or other expression unless the same is specifically set forth in this Agreement. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. Frontiers Market will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by you in any receipt, acceptance, confirmation, correspondence, or otherwise, unless we specifically provides a written acceptance of such provision signed by an authorized agent of Frontiers Market.