

Terms & Conditions

The following describes the terms and conditions (Terms & Conditions) under which service is provided by The Hunter Sight, LLC (THS) through its website, www.thehuntersight.com (the Site).

By creating an account on the Site or using the Site in any way, you (“Subscriber,” “you,” or “your”) are agreeing to these Terms & Conditions. Read the Terms & Conditions carefully; if you do not understand them, consult with an attorney before creating an account or using the Site.

1. REPRESENTATION OF AUTHORITY: If you create an account on the Site for the use of a business entity or other legal entity, you represent that you have authority to act on behalf of and to bind that entity.

2. SUBSCRIPTION AND FEES: Use of the Site is offered on the basis of a paid subscription, billed according to the plan you select during the creation or management of your account. You must supply a valid credit card to purchase a subscription. Billing will be made automatically according to the plan selected; each plan will automatically renew for the next billing period unless you cancel your subscription before the billing date. Upon cancellation, your subscription will remain active until the end of the billing period for which you have paid. All payments are nonrefundable; no refunds or credits will be given for periods of account inactivity or non-use. There will be no refunds or credits for downgrades of subscription plans; the difference in price (from the user’s current plan) for an upgrade in subscription plans will be billed immediately upon selection of the upgrade. THS reserves the right to change its prices without notice and shall not be liable to Subscribers or any third party for any change in pricing.

3. SUBSCRIBER REGISTRATION: You must be 18 years or older and an actual human person to register an account—accounts created by “bots” or automated methods are prohibited. To subscribe, you must provide a valid email address along with any other information required by THS during the registration process.

4. LICENSED RIGHTS: Upon activation of a subscription and payment of the subscription fee, THS grants to the Subscriber a non-exclusive, non-transferable license to use the software, applications and other features of the Sight pursuant, if applicable, to the terms and conditions of those features created by their providers. All intellectual property rights, including but not limited to ideas, concepts, trade secrets, and copyrights, are and shall remain the property of THS or their respective owners (if supplied by a third party). Neither the Subscriber, nor its agents or employees, shall make any attempt to acquire any rights to said intellectual property aside from those expressly granted herein.

5. NON-DISCLOSURE: Through your use of the Site, you may gain access to confidential information used by THS and its service suppliers, including but not limited to trade secrets, or other proprietary intellectual property. You agree to take all reasonable steps necessary to protect the confidential information of THS or third-parties who provide services or products used by the Site and to avoid the disclosure of any said confidential information to any third party. You agree that any disclosure of information that would cause irreparable harm to the owner of said confidential information and that monetary damages would be insufficient to provide an adequate remedy to said harm. Accordingly, without waiving any other rights or remedies which it may have, the owner of any confidential information shall be entitled to injunctive or other equitable relief to restrain the actual or threatened release of confidential information as well as any other relief a court may deem proper.

6. NO WARRANTY: THS explicitly disclaims all warranties, implied or express, including the warranties of merchantability or fitness for a particular purpose, related to the use of the Site and the tools available through your subscription. All services and products provided by THS are provided on an “AS IS” basis. Each Subscriber is solely responsible for the determination of the accuracy of any information provided

by use of the Site. THS does not make any representation about the results, usefulness or compatibility with other products or software of those services and products provided by THS. Further, each Subscriber is responsible for maintain their own cybersecurity and the security of passwords and login information. THS does not warrant or represent that the Site will be free of errors in code or applications or that it will not contain viruses and/or other harmful components.

7. LIABILITY AND INDEMNIFICATION: THS SHALL NOT BE LIABLE TO ANY SUBSCRIBER FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT OR INDIRECT DAMAGES OF ANY KIND ARISING FROM THE SUBSCRIBER'S USE OF THE SITE. FURTHER, IN ANY CLAIM BROUGHT BY A SUBSCRIBER WHATSOEVER, THE MAXIMUM VALUE OF THE CLAIM WILL BE LIMITED TO THE TOTAL SUBSCRIPTION FEES PAID BY THE CUSTOMER TO THS.

You hereby agree to indemnify, defend and hold harmless THS, its owners, principals, agents, consultants, contractors, officers and employees from any and all losses, claims, liabilities, court costs, damages or other expenses, arising out of your usage of the Site and the tools, products and software made available by THS out of your breach of this Agreement, or out of your violation of any applicable state, local or federal law or ordinance.

8. STORAGE OF YOUR DATA: Upon cancellation of your subscription, THS will keep the data you have stored on the Site for thirty (30) days beyond the date of expiration of your subscription. THS reserves the right, but is not obligated, to continue to store Subscriber data (subject to the Privacy Policy) for a longer period.

9. USAGE: In any communications through the Site or made with other users of the Site, you promise to be respectful and courteous. Any harassment of another user is a violation of this Agreement. You agree not to post information subject to a copyright or other intellectual property law unless you are the owner of that intellectual property.

10. VIOLATIONS AND TERMINATION: If THS determines in good faith that you have violated this Agreement, THS reserves the right to suspend and/or terminate your account without refund, except that you will no longer be billed for a subscription if your account is terminated. If your account is terminated for a violation of this Agreement, you shall not attempt to create a new account or a new subscription.

11. SURVIVAL: Sections 5, 6, 7 and 10 will survive the termination or cancellation of this Agreement.

12. RELATIONSHIP OF THE PARTIES: This Agreement and the contractual relationship it creates is the only relationship between the parties. This Agreement does not create an employment relationship, a partnership, joint venture or any other form of legal relationship other than the one controlled by the express terms of this Agreement.

13. ASSIGNMENT, SUCCESSORS: The rights provided to you under this Agreement are personal and cannot be transferred or assigned. THS reserves the right to transfer or assign its rights under this Agreement.

14. GOVERNING LAW: This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas and the United States of America. For purposes of jurisdiction and venue, the situs of execution and performance of this Agreement shall be deemed to be Harris County, Texas.

15. RIGHT TO CHANGE TERMS: THS reserves the right to change these Terms and Conditions by posting the new terms and conditions on the Site. By continuing to use the Site after new terms and conditions are posted, you agree to any modifications made thereto.

16. ENTIRE AGREEMENT: This Agreement contains the entire Agreement between the parties. There are no other written or oral agreements.