

## **Rodeo Logistics, LLC**

### **Terms of Service**

Effective Date: June 8, 2025

#### **I. Introduction**

**A.** These Terms of Service (“**Terms**”) are a legal contract between you (either you as an individual or the entity or organization on whose behalf you are entering into these terms and conditions) and Rodeo Logistics, LLC (together with its affiliates and parent, “**RoLo**,” “**we**,” “**our**,” or “**us**”) for the access to and use of our websites, which includes rodeologistics.co, entrytool.com, openstalls.com, ropemetrics.com, teamroping.net, jackpotjunkieapp.com, nextgenrodeo.com, and rodeologistics.co and any text, media, documentation, pictures and other content provided through our websites (collectively, the “**Websites**”) and our mobile applications, including the Rodeo Entry Tool, Next Gen Rodeo, RopeMetrics, and Jackpot Junkie (collectively, the “**Mobile Apps**”). Your use of the Website and Mobile Apps (our “**Services**”) shall be at all times subject to these Terms and our privacy policy located at rodeologistics.co/privacy-policy/ (“**Privacy Policy**”). These Terms may be amended or updated from time to time. It is your sole responsibility to read and check these Terms prior to your use of the Services. These Terms shall apply to all such content and pages.

**B.** We may terminate your access to the Services at any time, including upon your violation of these Terms. These Terms and the Privacy Policy shall apply to our Services, including all Websites and Mobile Apps where these policies are posted. To the extent any of these Terms or the Privacy Policy conflict with any applicable end-user agreement applying to any Mobile Apps, these Terms and the Privacy Policy shall apply and the conflicting provision in the end-user agreement shall not be applicable.

**C.** BY ACCESSING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE WARRANTY DISCLAIMERS, INDEMNITY AND LIMITATION OF LIABILITY PROVISIONS BELOW. IF YOU DO NOT UNDERSTAND OR AGREE TO THESE TERMS, DO NOT ACCESS OR USE THE SERVICES, AND PLEASE EXIT THE SERVICES NOW.

#### **II. Authorized Users; Maintenance and Access**

**A.** The Services are intended only for use by authorized users who agree to the Terms. Further, the Services contains certain features and options that may present an opportunity for you to provide to us, or for us otherwise to obtain from you, confidential and non-public information. You are solely responsible for ensuring that any usernames and passwords created or issued in connection with the Services are known and used only by you. You will notify us promptly if you have reason to believe that your password or username has been lost, stolen, or compromised. Upon receipt of such notice, we may suspend your access to the Services until the issue is resolved.

**B.** We reserve the right to perform routine system updates and maintenance on the Services at any time, with or without notice to you. We reserve the right to terminate, suspend, or modify your access to the Services at any time, in whole or in part, in our sole discretion.

**C.** By accessing or otherwise using the Services: (i) you represent and warrant that you are legally entitled to enter into these Terms; (ii) you represent and warrant that you are at least 18 years old or, if a minor at least 13 years of age that a parent or legal guardian has validly consented to such use and agreed to the terms and condition hereof (and, you further acknowledge that your account, as a minor, must be managed and administered by your parent or legal guardian); (iii) you shall provide accurate, true, and current information as prompted during the account registration process and shall keep it current at all times; (iv) you shall not allow any other person or entity to access or use your account; (v) you shall comply with all state and local laws of each location in which you access or use the Services; (vi) you shall not share your password or any other login credentials with any other person or publicly disclose it; (vii) you acknowledge that, by accessing or using the Services, certain mobile carrier charges may apply, including SMS messaging charges and data charges; (viii) you shall not transmit worms, viruses or any code of a destructive nature to RoLo, other users, or the Services; (ix) you shall have no right to access data or content of other users of the Services, unless such access is authorized by RoLo; and (x) you shall not impersonate or pass yourself off as someone else, including as other RoLo users or employees of any RoLo affiliates or any of its parents, at any time or for any reason.

### **III. Prohibited Uses of the Services**

**A.** You may not use the Services for any commercial purposes. In addition, you agree not to use the Services in any way that violates any applicable federal, state, local, or international law or regulation. You further agree not to attempt to gain unauthorized access to, interfere with, damage, disrupt, or otherwise compromise in any way any parts of the Services or any server, computer, user, or database related to or connected with the Services.

**B.** When retrieving information from the Services, you are prohibited from (i) using or attempting to use spiders, robots, avatars, intelligent agents, or any other extraction or navigation search except for a normal browser, (ii) aggregating, copying or duplicating any of the materials or information available from the Services except for the small amount of materials and information temporarily required for an ordinary single use of the Services, (iii) accessing data not intended for you, or (iv) accessing the Services for the purpose of benchmarking the Services or competing with RoLo or its affiliates.

### **IV. Shared Information and Content**

**A.** In addition to these Terms, your use of the Services is governed by RoLo's Privacy Policy, which is posted on the applicable Website or Mobile App and at [rodeologistics.co/privacy-policy/](http://rodeologistics.co/privacy-policy/). We respect your privacy and the confidential nature of some of the information that may be provided by you or otherwise obtained by us in connection with your use of the Services. By providing personal information through the Services, you agree to the Privacy Policy. In addition, you agree that RoLo's collection, use and sharing of: (i) any personal information will be as set forth in the Privacy Policy, which may be amended by RoLo from time to time; and (ii) any information other than personal information shall not be restricted by the terms of the Privacy Policy. The Privacy Policy and any posted terms or guidelines or legal disclaimers on the Services are hereby incorporated by reference into these Terms. You agree that RoLo has unlimited rights to any information other than personal information that you provide to RoLo and that RoLo may

use such information in any way RoLo chooses. Such information will be deemed to be non-confidential.

**B.** The Services may allow you to upload, submit, or transmit postings, messages, text, files, images, graphics, photos, audio clips, sounds, video, or other materials, including such materials that may contain personally-identifiable information (collectively, the “**Content**”). By uploading or submitting such Content to or through the Services at any time, you agree that you shall be at all times solely responsible for all Content that you post, email, or otherwise make available through the Services, including all information provided to RoLo. By uploading or otherwise posting any Content on the Services, you expressly represent, warrant, and covenant that: (i) you own or otherwise have all necessary rights or permission, including but not limited to copyrights, to the Content you provide and the rights to use it as provided in these Terms; (ii) all information you provide is true, accurate, current, and complete, and does not violate these Terms; (iii) the Content will not cause injury to any person or entity; (iv) you shall not disparage, threaten, abuse, harm, impersonate or otherwise harass anyone; and (v) you shall be solely responsible for keeping a duplicate copy of all Content and RoLo does not accept any responsibility or liability for the loss of your Content

**C.** You agree not to upload, transmit, distribute, or otherwise publish in or on the Services any Content that is illegal or otherwise harmful, including, without limitation, Content that: (i) is hateful, libelous, defamatory, obscene, pornographic, abusive, unlawful, threatening or racially or ethnically offensive; (ii) represents a personal attack against or an invasion of the privacy of any individual; (iii) infringes, misappropriates or otherwise violates the intellectual property rights, including, but not limited to, copyrights and trademarks, of any person or entity; and/or (iv) advertises any goods or services or solicits any funds. RoLo may, at any time, refuse or remove any Content without notice to you. However, RoLo shall have no obligation to monitor Content, and you agree that neither RoLo nor its members, parents, subsidiaries, affiliates, employees, or agents will be liable for any loss or damage arising out of or relating to any Content or the uploading or submission of such Content to the Services.

**D.** By uploading or providing any Content, you grant to RoLo and its members, parents, subsidiaries, affiliates, and partners a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, transferable, fully sub-licensable license to use, distribute, edit, display, archive, publish, sublicense, perform, reproduce, make available, transmit, broadcast, sell, translate, and create derivative works of all Content, including your name, voice, and likeness in any form, media, software, or technology of any kind now known or developed in the future, including, without limitation, for developing, manufacturing, and marketing products. You hereby waive any moral rights you may have in your Content. The foregoing shall not, however, include any personally-identifiable information.

**E.** Except to the extent required by applicable law, RoLo is not responsible for any technical malfunctions or failures, interruptions, deletions, or defects of any telecommunication system or network, online system, data, computer equipment, servers, providers, or software that result in the loss of your Content.

## **V. Third-Party Websites**

The Services may contain links to third-party websites that are not owned or controlled by RoLo. RoLo has no control over, and assume no responsibility for, the content, privacy policies (if any), or practices of any third-party websites. RoLo makes no representation or warranty as to the security of links to other websites, nor does RoLo make any representation or warranty as to whether such links or such other websites are free of viruses or other forms of data corruption. In addition, RoLo cannot censor or edit the content of any third-party website. By using the Services, you expressly relieve RoLo from any and all liability arising from your use of any third-party website. If you choose to use any such third-party websites, you do so at your own risk. Accordingly, RoLo encourages you to be aware when you leave the Services and to read the terms and conditions and privacy policy of other websites that you visit.

## **VI. Fees**

**A.** You acknowledge that use of the Services may involve fees charged by RoLo or third parties (e.g., registration for nomination of a competition or entry for a competition). Pricing information displayed on the Services is subject to change. RoLo may increase or decrease fees as it deems necessary. In addition, RoLo has no control of fee adjustments made by third parties. All fees are final, non-refundable and shall be paid by you immediately when due. Except as expressly stated in these Terms or on the Services, RoLo has no obligation to provide refunds or credits, but may grant them, in each case in RoLo's sole discretion. As a user of the Services, you agree that you shall: (i) as a condition to requesting use of the Services, provide a valid credit card or other authorized payment method; and (ii) pay for all services that you request from the Services. All financial transactions conducted via the Services are made using one or more third-party payment processors. All such transactions are governed by the payment processors' respective terms and privacy policies, which we do not control. We encourage you to review their applicable terms and privacy policies before submitting your payment information. We do not process your credit card, debit card, or other payment information. This information is used solely for the purpose of allowing Users to sign up for and use certain features of the Services. You expressly authorize RoLo (via RoLo's third-party payment processors) to charge the payment method you provide for any services you request. Your selection of the "Confirm," "Accept" or similar button on the checkout page is your electronic signature and you agree that (a) this signature is the legal equivalent of your wet or manual signature and (b) this transaction is equivalent to an in-person transaction where your payment method is physically present.

**B.** Standard SMS and data fees may apply when accessing the Services from a mobile device. To opt out of SMS notification associated with the Services, please contact RoLo at [support@rodeologistics.co](mailto:support@rodeologistics.co).

## **VII. Indemnity**

BY ACCESSING AND USING THE SERVICES, YOU EXPRESSLY AGREE TO INDEMNIFY, RELEASE AND HOLD HARMLESS ROLO AND ITS MEMBERS, PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, AND AGENTS, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS AND REPRESENTATIVES OF ANY OF THE FOREGOING (COLLECTIVELY, THE "**INDEMNIFIED PARTIES**"), FROM AND AGAINST ANY CLAIM, DEMAND, LIABILITY, DISPUTE, DAMAGE, COST, EXPENSE, OR LOSS (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS OF

LITIGATION) ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN ANY WAY RELATED TO (I) YOUR VIOLATION OF THESE TERMS, (II) YOUR ACCESS OR USE OF THE SERVICES, (III) YOUR SUBMISSION OR TRANSMISSION OF ANY CONTENT TO OR THROUGH THE SERVICES, (IV) YOUR OR OUR ACCESS OR USE OF ANY CONTENT, OR (V) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER (INCLUDING INTELLECTUAL PROPERTY RIGHTS, PUBLICITY RIGHTS OR RIGHTS TO PRIVACY).

## **VIII. Intellectual Property Rights**

The Services and all content (including trademarks, trade dress, graphics, design, and images, but not including any Content), functionality, and features are subject to protection under the intellectual property laws of the United States and foreign jurisdictions. All trademarks, names, logos, slogans, and the like are the proprietary marks of the respective owners. You agree not to use any trademarks, content, graphics, or designs appearing on the Services in any way without express written consent from the respective owner(s). No reproduction of any part of the Services may be made or used except as expressly permitted herein. No other license or right is granted. You may not remove or alter any copyright or other legal notice from copies of materials from the Services. All rights are expressly reserved. Notwithstanding the foregoing, subject to your compliance with these Terms, you are authorized to view, store, print, reproduce, copy, and distribute any pages within the Services for non-commercial use within your organization only. All other rights are reserved. You may print off pages of the Services strictly for purposes of your personal use of (or considering use of) the Services; however if you do so, you agree that you do not acquire any ownership rights in any of that material. This right is non-transferable and non-sublicensable. You may not copy, distribute, transmit, publish, sell, transfer, create derivative works of, or otherwise exploit any such material that you print off. In consideration of this authorization, you agree that (a) any copy of these documents which you make shall retain all copyright and other proprietary notices contained in such documents and (b) these Terms are included with any distribution.

## **IX. Notices of Copyright Infringement**

**A.** We will respond to notices of alleged copyright infringement that comply with applicable law and this section of these Terms. In accordance with the U.S. Digital Millennium Copyright Act (17 U.S.C. § 512) (“**DMCA**”), if you believe any content accessible on the Services infringes your copyright, you may request removal of that content from the applicable Service by submitting written notice, with your physical or electronic signature, to our Copyright Agent designated below that includes the following information (the “**DMCA Notice**”):

1. Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Services, a representative list of such works;
2. Identification of the Content you believe to be infringing in a sufficiently precise manner to allow us to locate that Content;
3. Information by which we can contact you (including your name, postal address, telephone number and e-mail address);
4. A statement that you have a good faith belief that the use of the content is not authorized by the copyright owner, its agent or the law (e.g. is not a “fair use”);

5. A statement that the information in the written notice is accurate; and
6. A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

**B.** DMCA Notices may be sent to [support@rodeologistics.co](mailto:support@rodeologistics.co). If you knowingly materially misrepresent that any Content on the Services is infringing any copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

## **X. Disclaimers**

**A.** RoLo provides information through the Services. While RoLo has undertaken efforts to provide accurate information, it is not comprehensive and RoLo makes no commitment to update the information at any particular time, and the information on the Services may be out of date. Information on the Services may also be changed at any time without notice. As a result, the information may not be accurate, up to date or applicable to the circumstances of any particular case. In addition, photographs or images of products sold through the Services may not be completely representative of the physical appearance of such products. Any decisions you make based on information contained in the Services are solely your responsibility.

**B.** RoLo disclaims all warranties of any kind, whether express or implied, statutory or otherwise, including but not limited to any warranties of merchantability, non-infringement and fitness for particular purpose. This does not affect any warranties that cannot be excluded or limited under applicable law. We are not liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Services or items obtained through the Services or to your downloading of any material posted on it, or on any website linked to it.

**C.** Your use of the Services, their content and any items obtained through the Services is at your own risk. The Services, their content, information and any items obtained through the Services are provided on an "as is" and "as available" basis, without any warranties of any kind, either express or implied. We make no warranty or representation of any kind with respect to the completeness, security, reliability, quality, accuracy, functionality, features or availability of the Services. Without limiting the foregoing, neither RoLo nor anyone associated with RoLo represents or warrants that the Services, their content, or any items obtained through the Services will be accurate, reliable, error-free or uninterrupted, that defects will be corrected, that our Services or the server that makes it available are free of viruses or other harmful components, or that the Services or any items obtained through the Services will otherwise meet your needs or expectations.

**D.** RoLo does not warrant, endorse, guarantee or assume responsibility for any product advertised or offered by a third-party through the Services, or any hyperlinked website or service, or featured in any banner or other advertising, and RoLo will not be a party to and is not responsible in any way for monitoring any transaction between you and third-party providers of products, including any independent contractor providing a service.

## **XI. Acknowledgement of Risk**



In consideration for being allowed to access the Services, any websites linked to it, any content on the Services or other such websites, or obtain items through the Services or other such websites, or attend or participate in any events, including present and future rodeo or similar events, through the Services, you acknowledge the risks associated with use of the Services and that rodeo or similar activities are inherently dangerous and expose event participants to serious and significant risks, including risks of personal injury, death and damage to property.

## **XII. Waiver, Release, and Assumption of Risk**

BEING FULLY AWARE OF ALL SUCH RISKS, IN CONSIDERATION OF BEING PERMITTED TO USE THE SERVICES, YOU, ON BEHALF OF YOURSELF AND YOUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, KNOWINGLY ASSUME THE RISK OF SUCH USE AND DO HEREBY RELEASE, ACQUIT AND FOREVER DISCHARGE AND WAIVE ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, CAUSES OF ACTION OR LIABILITY OF ANY KIND WHATSOEVER – WHETHER KNOWN OR UNKNOWN; SUSPECTED OR CLAIMED; REAL, POTENTIAL OR HYPOTHETICAL; DISCLOSED OR UNDISCLOSED; EXISTING OR CONTINGENT; SOUNDING IN LAW, EQUITY OR OTHERWISE IN TORT, CONTRACT OR OTHERWISE – AGAINST ROLO AND EACH OF ITS PARENTS, AFFILIATES, PREDECESSORS AND SUCCESSORS AND EACH OF THE FOREGOING ENTITIES’ RESPECTIVE OFFICERS, DIRECTORS, OFFICIALS, AGENTS, MEMBERS, VOLUNTEERS AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, ADVERTISERS, INSURERS, OWNERS AND, IF APPLICABLE, LESSORS OF PREMISES USED TO CONDUCT EVENTS AND ANY RELATED ACTIVITIES WHEREVER CONDUCTED (COLLECTIVELY, THE “**RELEASEES**”) UNDER ANY LEGAL THEORY ARISING OUT OF OR IN CONNECTION WITH YOUR DIRECT OR INDIRECT USE, OR INABILITY TO USE, THE SERVICES, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE SERVICES OR SUCH OTHER WEBSITES, ANY ITEMS OBTAINED THROUGH THE SERVICES OR SUCH OTHER WEBSITES, OR ANY EVENTS, INCLUDING PRESENT AND FUTURE EVENTS, ENTERED OR ACCESSED THROUGH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ALL CLAIMS WITH RESPECT TO (I) GROSS NEGLIGENCE, NEGLIGENCE OR NEGLIGENCE PER SE (WHETHER SOLE, JOINT OR CONCURRENT) OF ANY RELEASEE, STRICT LIABILITY OR PREMISES LIABILITY; (II) PERSONAL INJURY, ILLNESS, DEATH OR PROPERTY DAMAGE; (III) ACTS OF OTHER PARTICIPANTS IN OR ATTENDEES OR GUESTS AT ANY EVENT ENTERED OR ACCESSED THROUGH THE SERVICES OR ANY PERSONNEL AT THE EVENT VENUES; AND (IV) ANY OTHER RISKS OR HAZARDS ASSOCIATED WITH YOUR ATTENDANCE AT OR PARTICIPATION IN EVENTS ACCESSED THROUGH THE SERVICES, INCLUDING WITHOUT LIMITATION THE GENERAL CONDITIONS OF THE VENUES OF THE EVENTS, EXPOSURE TO WILD OR DOMESTIC ANIMALS, EXPOSURE TO ANY ILLNESS OR DISEASE AND DRIVING OR RIDING IN ANY VEHICLE, WHETHER BELONGING TO A RELEASEE OR ANOTHER PERSON (COLLECTIVELY, THE “**RELEASED CLAIMS**”). WITHOUT LIMITING THE FOREGOING, YOU AGREE THAT NO RELEASEE WILL BE LIABLE TO YOU, YOUR FAMILY OR YOUR GUESTS FOR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, MONETARY DAMAGE OR ANY OTHER CLAIM ARISING FROM OR RELATING TO YOUR USE OF THE

SERVICES OR PARTICIPATION IN, OR SUCH OTHER PERSON'S ATTENDANCE AT, EVENTS ENTERED OR ACCESSED THROUGH THE SERVICES.

### **XIII. Indemnification.**

YOU, FOR YOURSELF AND ON BEHALF OF YOUR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES WITH RESPECT TO ANY AND ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, COSTS, EXPENSES (INCLUDING ATTORNEYS' FEES AND COSTS), OBLIGATIONS, LIENS, LIABILITIES, ACTIONS AND CAUSES OF ACTION, THREATENED OR ACTUAL, THAT ANY ONE OF THE RELEASEES MAY SUFFER OR INCUR ARISING DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH: (I) YOUR ACCESS OR USE OF THE SERVICES; (II) YOUR BREACH OF THESE TERMS; (III) YOUR SUBMISSION OR TRANSMISSION OF ANY CONTENT TO OR THROUGH THE SERVICES; (IV) YOUR OR OUR ACCESS OR USE OF ANY CONTENT; (V) YOUR VIOLATION OF ANY RIGHTS OF ANOTHER (INCLUDING INTELLECTUAL PROPERTY RIGHTS, PUBLICITY RIGHTS OR RIGHTS TO PRIVACY); (VI) YOUR PARTICIPATION IN ANY EVENT ACCESSED OR ENTERED THROUGH THE SERVICES; OR (VII) LIABILITIES, LOSSES, DAMAGES, COSTS OR EXPENSES OF ANY KIND, INCLUDING ATTORNEYS' FEES, IN ANY WAY CONNECTED WITH OR ARISING OUT OF A RELEASED CLAIM. THE FOREGOING INDEMNIFICATION SHALL SURVIVE ANY TERMINATION OR THE EXPIRATION OF THE TERM OF THIS AGREEMENT.

### **XIV. Miscellaneous**

**A.** These Terms and the Privacy Policy contain the entire agreement between RoLo and you concerning your access and use of the Services, and these Terms supersede and replace any prior agreements between RoLo and you regarding use of the Services. These Terms may not be modified or superseded by RoLo's acceptance of any offer from you or any other person. Other than the RoLo, no other person or company will be third-party beneficiaries to the Terms.

**B.** If for any reason a court of competent jurisdiction finds any provision of these Terms or portion thereof to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of these Terms and the remainder of these Terms shall continue in full force and effect. No waiver by RoLo of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

**C.** This Agreement shall in all respects be interpreted, enforced and governed under the laws of the State of Texas, without regard to any rules of conflict of laws that would require the application of the laws of a state other than Texas.



**D.** If there is any dispute, claim, question or disagreement concerning or relating to these Terms or the Services (a “**Dispute**”), you shall notify RoLo in writing to attempt to resolve such Dispute in good faith negotiations. For a period of 30 days following such notification, you and the RoLo shall use their best efforts to settle any such Dispute in these good faith negotiations, which shall be a condition precedent to either party initiating arbitration. You agree that any Dispute must be filed within one year after such Dispute first arises or it is forever barred. All Disputes, regardless of the grounds upon which such Dispute is brought, shall be settled by binding arbitration conducted by a single, independent arbitrator and administered by the American Arbitration Association Commercial Arbitration Rules and procedures then in effect, but excluding any rules or procedures governing or permitting class actions. By agreeing to arbitrate all Disputes, each party waives all rights to a trial by jury in any action or proceeding involving any Disputes. The arbitration shall take place in Travis County, Texas. You agree to submit to the personal jurisdiction of any federal or state court in Travis County, Texas, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator, and you waive any argument that such forum does not have personal jurisdiction, is not appropriate or is inconvenient. You further agree that all Disputes and causes of action arising out of or in connection with the Services shall be resolved individually without resort to any form of class action and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Dispute of any other party – the arbitrator shall have no authority to arbitrate any Dispute as a class action or in any other form other than on an individual basis. Judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

**E.** We may assign our rights or delegate our obligations under these Terms at any time. You may not assign or transfer your rights or obligations under these Terms without our prior written consent, which we may grant or refuse in our sole discretion.

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## **Rodeo Logistics, LLC**

### **Privacy Policy**

Effective Date: June 8, 2025

#### **I. Introduction**

**A.** This Privacy Policy (this “**Policy**”) describes Rodeo Logistics, LLC’s (together with its Affiliates, “**RoLo**,” “**we**,” “**our**,” or “**us**”) collection, use, disclosure, and other processing of personal or sensitive information that you provide to us or that we collect via access to and use of our websites, which includes rodeologistics.co, entrytool.com, openstalls.com, ropemetrics.com, teamroping.net, jackpotjunkieapp.com, nextgenrodeo.com, and vrqapp.com and any text, media, documentation, pictures and other content provided through our websites (collectively, the “**Websites**”) and our mobile applications, including the Rodeo Entry Tool, Next Gen Rodeo, RopeMetrics, Jackpot Junkie, Virtual Rodeo Qualifier (collectively, the “**Mobile Apps**”). Your use of the Websites and Mobile Apps (our “**Services**”) shall be at all times subject to this Policy and our terms of service located at rodeologistics.co (“**Terms**”).

**B.** By accessing or using the Services you agree to RoLo’s collection, use, and disclosure of your personal or sensitive information as described in this Policy. This Policy is incorporated into and subject to the Terms. People who visit the Services are referred to as “**Users**”.

#### **II. Restrictions on Use**

**A. International Users.** Our Services are not intended for use outside of the United States. If you are a resident of another country, including the European Union, Canada, or Brazil, your use of the Services may be governed by laws that are less protective than those of your home jurisdiction.

**B. Children’s Privacy.** Users must be at least 18 years old to create an account or register for the Services, or at least 13 years old if such User’s parent or legal guardian has validly consented to such use (provided that a minor’s account must be administered by such minor’s parent or legal guardian). The Services are not intended or designed to attract children under the age of 13. We do not collect or ask for personally identifiable data from any person we know to be under the age of 13, and we instruct children under 13 not to send us any information. If you believe that we have collected personal information from a child under 13 years old in a way that is inconsistent with the Children’s Online Privacy Protection Act of the United States, please notify us and we will make reasonable efforts to delete this information.

#### **III. Information that RoLo Collects From You**

**A.** RoLo may collect personal information from you, such as your first and last name, location, address, state and country of residence, email address, photo, username and password, phone number, and any other information you provide to us when you create an account to log into our network or use our Services (your “**Account**”). If you use our Mobile Apps on your mobile device, we may collect your phone number, mobile software and hardware information, and unique

device ID number. We will collect your profile photo and user name that you upload to your public profile page through your Account (“**Profile**”). When you participate in certain rodeo or similar events and other related activities (each, an “**Event**”), your Profile and information about the Event, including your performance results, points standing (if applicable), and earnings (if applicable) will be publicly available.

**B.** If you provide us feedback or contact us via email, we will collect your name and email address, as well as any other content included in the email, to assist in sending you a reply. RoLo also collects other information voluntarily provided by its subscribers to RoLo via email or via any sign-up or opt-in pages of the Services. RoLo may collect information that Users submit to the Services, such as comments, uploaded media, postings, messages, text, files, images, graphics, photos, audio clips, sounds, video, or other materials, contributions to discussions, or messages to other Users, including such materials that may contain personal information. RoLo may collect information such as name and email address from Users who sign up for any publications, blogs, or newsletters provided to you directly by RoLo or indirectly through independent contractors providing services.

**C.** You may have to provide credit card, debit card, or other billing information when you sign up on the Services. All financial transactions conducted via the Services are made using one or more third-party payment processors. All such transactions are governed by the vendors’ respective privacy policies and terms, which we do not control. We encourage you to review their applicable privacy policies and terms before submitting your payment information. We retain the last four digits of your credit card or debit card information for payment verification purposes only. This information is used solely for the purpose of allowing Users to sign up for and use certain features of the Services.

#### **IV. Information Collected via Technology**

**A. Information Collected by our Services.** To make our Services more useful to you, our Services automatically track certain information about the visits to our Services, including your browser type, operating system, Internet Protocol (IP) address, clickstream data, referring and exiting pages, and a date/time stamp for your visit. RoLo uses cookies, web beacons, log file information, and similar mechanisms for all or any of the following purposes:

1. To store information so that you will not have to re-enter it during your visit or the next time you visit a Service.
2. To deliver custom, personalized content and information.
3. Identify you when you access, visit, or log-in to the Services.
4. To note the different areas of the Services that have recently been accessed through your computer. Information collected in this way may be used to develop and manage the online services of RoLo by, for example, storing information about your preferences so as to enable RoLo to customize the Services according to your individual interests.
5. Monitoring the effectiveness of any promotions or marketing campaigns by RoLo.

6. Tracking your entries, submissions, and status in promotions, sweepstakes, and contests.

7. Improving the content of the Services and conducting various other diagnostics to improve the Services. RoLo may, for example, use cookies to monitor aggregate metrics such as total number of User and pages viewed.

8. Analyzing and improving the security of our Services.

9. To collect demographic information about our User base as a whole.

**B. Cookies.** Like many online services, we use cookies to collect information. “**Cookies**” are small pieces of information that a website sends to your computer’s hard drive while you are viewing the website. We may use both session Cookies (which expire once you close your web browser) and persistent Cookies (which stay on your computer until you delete them) to provide you with a more personal and interactive experience on our Services. This type of information is collected to make the Services more useful to you and to tailor your experience to meet your special interests.

**C. Pixel Tags.** We use “**Pixel Tags**” (also known as web beacons or clear GIFs). Pixel Tags are tiny images with a unique identifier, similar in function to Cookies, which are used to track online movements of web users. Pixel Tags are embedded invisibly in web pages and emails. Pixel Tags also allow us to identify whether emails have been opened, in part to help tailor our messages to your interests.

**D. Collection of Data in Connection with Advertising.** We may use third parties to serve ads on the Internet and through the Services. In connection with the delivery of advertising, certain third parties may automatically collect information about your visits to this and other websites, your IP address, your Internet service provider (ISP), and/or the browser you use to visit our Website. Information collected may be used, among other things, to deliver advertising targeted to your interests and to better understand the usage and visitation of our Website and the other sites tracked by these third parties. This policy does not apply to, and we are not responsible for, Cookies or Pixel Tags in third-party ads, and we encourage you to check the privacy policies of advertisers or ad services.

**E. Mobile Services.** We may also collect non-personal information from your mobile device if you have downloaded our Mobile Apps. This information is generally used to help us deliver the most relevant information to you. Examples of information that may be collected and used include how you use the Mobile Apps and information about the type of device you use. In addition, in the event our Mobile Apps crash on your mobile device, we will receive information about your mobile device model software version and wireless service carrier, which allows us to identify and fix bugs and otherwise improve the performance of our Mobile Apps.

**F. Third-Party Analytics.** We use certain third-party service providers (“**Analytics Companies**”), such as Google Analytics, to help analyze how users use our Services. These Analytics Companies use certain technologies, like Cookies, to collect information such as how often users visit our Website, what pages they visit, where they go, and what other sites they used prior to coming to our Website. We use the information we get from Analytics Companies to improve our Services and develop new product offerings.

**G. Referral Affiliates.** We may enter into agreements with companies that refer users to our Services by way of hyperlinks made available on the referring party's website. We may automatically collect certain information, such as your IP address and the referring website in connection with your use of the referring party's website. This policy does not apply to, and we are not responsible for, Cookies or Pixel Tags from third-party websites.

**H. Location Information.** We use location-related information, such as your current location, where you live, and the events you attend, to personalize and improve our Services, including ads, for you and others. Location-related information can be based on things like precise device location (if you've allowed us to collect it), IP addresses, and information from your and others' use of our Services (such as Events you attend).

**I. "Do Not Track" Signals.** The Services do not respond to "do not track" signals from browsers. Thus, your selection of the "do not track" option provided by your browser may not have any effect on RoLo's collection of Cookie information for analytic and internal purposes. To effectively manage RoLo's collection of Cookie information, you may set most browsers to notify you if you receive a Cookie, or you may choose to block Cookies through the settings associated with your browser. But, please note that if you choose to erase or block Cookies, you will need to re-enter your information to gain access to certain parts of the Services and may not be able to access other parts of the Services.

## **V. Information Collected from Other Sources**

We may supplement the information we have about you with information received from other sources including from our pages on Social Networking Sites (as defined below), the Social Networking Sites themselves, and from commercially available sources (e.g., data brokers and public databases). The information we receive may include demographic data such as age and gender, your interests and purchase data and other information that is necessary or useful to assist our marketing efforts or for user verification, authentication, fraud detection, or to comply with regulatory requirements.

## **VI. Interaction with Third-Party Sites and Services**

Certain services or other materials displayed on the Services may integrate, be integrated into, or be provided in connection with third-party services and content. We do not control those third-party services and content and our Terms and this Policy do not apply to those third-party services. You should read the Terms agreements and privacy policies that apply to such third-party services and content. We are not responsible for the practices of third-party websites or services linked to or from our Services, including, without limitation, the information or content contained within them. In addition, by using our Services you agree that we are not responsible and do not have control over any third parties that you authorize to access information you provide to them. If you are using a third-party website or service and you allow them to access your personal information, you do so at your own risk.

## **VII. How We Use Information**

**A. General Use.** In general, the personal information you submit to us is used to operate the Services, to respond to the requests you make, or to aid us in serving you better. We use your personal information in the following ways:

1. to facilitate the creation of and secure your Account on our network;
2. to identify you as a user in our system and to otherwise administer and operate our Services;
3. to improve the quality of experience when you interact with our Services;
4. to send you administrative email notifications, such as security or support and maintenance advisories;
5. to deliver customized or personalized content, information, or advertising;
6. to respond to your inquiries and other requests; and
7. to send offers and other promotional materials related to Events or our Services or on behalf of third parties, and to monitor the effectiveness of our marketing programs.

**B. User Feedback.** We may post user feedback on the Website from time to time, including with your first name and last name. If we solicit your feedback, we will obtain your consent prior to posting your feedback. If you voluntarily provide feedback to us, you consent to our use of your feedback and identifying information.

**C. Creation of Anonymous Data.** We may create anonymized data (data that is not reasonably associated with or linked to any data that would reasonably be expected to allow someone to identify you or contact you) from personal information by excluding information (such as your name) that makes the data personally identifiable to you. We use this anonymized data to enhance the content of our Services and improve Services and business. We reserve the right to use anonymized data for any purpose and disclose anonymized data to third parties.

## **VIII. Disclosure of Your Personal Information**

We disclose your personal information as described below and as described elsewhere in this Policy.

**A. When You Opt to Share with Third Parties.** When you use the Services, the personal information you provide will be shared with third parties that you designate to receive such information. For example, you may elect to communicate with other Users who are participating in the same Event as you.

**B. Third-Party Service Providers.** We may share your personal information with third-party service providers to: (i) provide any products or services you request that we offer through our Services to you; (ii) to conduct quality assurance testing; (iii) to facilitate the creation of Accounts; (iv) to provide Account authentication and User verification services; or (v) to provide technical support.

**C. Profiles and Participants.** When you participate in an Event, we will make your Profile available to other participants of the Event.



**D. Rodeo Associations.** By signing up through our Services, you acknowledge and agree that we may share information about you with respect to the Events in which you participate and your use of associated Websites, including your name, wins and losses, finishes, winnings, and points with certain rodeo organizations, such as the World Champions Rodeo Alliance, Women's Rodeo Championships, Professional Rodeo Cowboys Association, the Professional Bull Riders, International Professional Rodeo Association, and the Women's Professional Rodeo Association, among others. These organizations are not operated by us and we are not responsible for their content or how they use your information.

**E. Co-Branded Partners.** "Co-Branded Partners" are third parties with whom we may jointly offer a service or feature. You can tell when you are accessing a service or feature offered by a Co-Branded Partner because the Co-Branded Partner's name will be featured prominently. You may be asked to provide information about yourself to register for a service offered by a Co-Branded Partner. In doing so, you may be providing your information to both us and the Co-Branded Partner or we may share your information with the Co-Branded Partner. Please note that the Co-Branded Partner's privacy policy may also apply to its use of your information.

**F. Marketing.** When you participate in an Event, we may use your name, likeness, voice, opinions, and biographical information for marketing, publicity, advertising, trade, or promotional purposes without further payment, consideration, notice, or approval.

**G. Social Networking Sites.** Our Services may enable you to post content to social networking services (each a "Social Networking Site") (e.g., Instagram, Facebook, Twitter). If you choose to do this, we will provide information to such Social Networking Site in accordance with your elections. You acknowledge and agree that you are solely responsible for your use of those websites and services and that it is your responsibility to review the terms and privacy policy of each Social Networking Site. We will not be responsible or liable for your use of those Social Networking Sites, or the content, accuracy, services, or availability of those Social Networking Sites. RoLo has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Social Networking Sites. RoLo makes no representation or warranty as to the security of Social Networking Sites, nor does RoLo make any representation or warranty as to whether such Social Networking Sites are free of viruses or other forms of data corruption. In addition, RoLo will not and cannot censor or edit the content of any Social Networking Site. By using the Services, you expressly relieve RoLo from any and all liability arising from your use of any Social Networking Site. If you choose to use any such Social Networking Site, you do so at your own risk.

**H. Affiliates.** We may share some or all of your personal information with our subsidiaries, joint ventures, parent, and other companies exercising control of us or under common control with us ("Affiliates"), in which case we will require our Affiliates to honor this notice.

**I. Corporate Restructuring.** Customer lists and information are properly considered assets of a business. Accordingly, we may share some or all of your personal information in connection with or during negotiation of any merger, financing, acquisition, corporate divestiture, dissolution transaction, or other proceeding involving the sale, transfer, divestiture or disclosure of all or a portion of our business or assets (collectively, a "Transfer"). While RoLo will request

compliance with this Policy when handling your personal information, RoLo makes no guarantees as to whether your personal information will be treated in accordance with the Terms (including this Policy) and disclaims any liability arising out of any entity's failure to do so.

**J. Other Disclosures.** Regardless of the choices you make regarding your personal information, we may disclose personal information if we believe in good faith that such disclosure is necessary (a) to comply with relevant laws or to respond to subpoenas or warrants served on us; (b) in connection with any legal investigation or to share information in order to prevent or take action regarding illegal activities, suspected fraud, situations that involve potential threats to physical safety of any person, or as otherwise required by law; (c) to protect our network or Services or prevent fraud; (d) to protect or defend our rights, our property, or users of the Services; (e) to investigate or assist in preventing any violation or potential violation of law, this Policy, or our Terms; (f) in the event of a Transfer, as set forth in Section XI; (g) to investigate or correct technical problems and malfunctions in the Services or the computer systems that support the Services; or (h) to investigate, prevent, or take action with regard to a violation of the Services or Terms, or to enforce compliance with the policies governing the Services (including this Policy).

## **IX. Storage Of Information**

Except as noted in Section X below, RoLo will store such information for as long as necessary or in accordance with a document retention policy. RoLo has implemented commercially reasonable technical and organizational measures designed to secure your information from accidental loss and from unauthorized access, use, alteration or disclosure. However, RoLo cannot guarantee that unauthorized third parties will not be able to defeat those measures or use your information for improper purposes. You acknowledge that you provide your information at your own risk. RoLo also assumes no responsibility for loss of information, howsoever such information is lost, including information that is permanently deleted either through the actions of an employee or consultant or other person who has access to the information, through failures of a computer network, or through any policy or directive of RoLo or any of its Affiliates for destruction of data.

## **X. Your Choices Regarding Your Information**

**A. Email Communication.** We will periodically send you emails that contain information about Events or various products and services we feel may be of interest to you. You may opt out of receiving further marketing emails from us at any time by emailing us at support@rodeologistics.co or by following the unsubscribe instructions provided in the email you receive. Note that we may still send you certain administrative communications.

**B. Changing or Deleting Your Personal Information.** You may change any of your personal information in your Account at any time. You may also contact us via email at support@rodeologistics.co or via regular mail at the address listed in Section XIV (How to Contact Us) to request deletion of your personal information by us, and we will use commercially reasonable efforts to honor your request, but please note that we may be required to keep such information and not delete it (or to keep such information for a certain time, in which case we will comply with your deletion request only after we have fulfilled such requirements). When we delete any information, it will be deleted from the active database, but may remain in our archives. We may also retain your information for fraud prevention or similar purposes.

## **XI. All Users: Your Rights, Choices, and Controls**

Depending on your state of residence, the law of your state may provide you with certain rights in connection with our processing of your personal information. California residents should see [Section XII](#) for a description of their rights. Although required rights may vary by jurisdiction, RoLo will honor the rights described below for all Users outside of California. “You” and “your” as used in this [Section XI](#) refer to you and/or your child, as applicable.

**You may exercise your rights at any time by logging in to your Account and reviewing your personal information or by notifying us at the information provided under [Section XIV](#).** Please note that the right to delete is not absolute and it may not always be possible to erase personal information on request, including for example where the personal information must be retained to comply with a legal obligation. Only you, or someone legally authorized to act on your behalf, may make a request related to your personal information. Any disclosures we provide will cover the 12-month period preceding our receipt of your request. The response we provide will also explain the reasons we cannot comply with a request, if applicable. Subsection E below describes how you can appeal our refusal to take action on a request to exercise your rights. Your rights related to your personal information include the following:

**A. Right to Know.** You have the right to know and confirm that we are processing your personal information. You also have a right to see what data and personal information we have collected about you. You may receive a copy of your personal information that you previously provided by contacting us ([see Section XII](#)).

**B. Right to Modify.** You have the right to correct any inaccuracies in the data and personal information you provide to us.

**C. Right to Delete.** You have the right to request that we delete the personal information we have collected from you (and direct our service providers to do the same). There are a number of exceptions, however, that include, but are not limited to, when the information is necessary for us or a third party to do any of the following:

1. Comply with a federal, state or local laws, rules, regulations or other legal obligations;
2. Investigate, establish, exercise, prepare for, or defend any legal claims;
3. Provide you a good or service;
4. Perform a contract between us and you;
5. Protecting an interest that is essential for your or another natural person’s life or physical safety;
6. Prevent, detect, protect against, or response to security incidents, identity theft, fraud, harassment, malicious or deceptive activities, or any illegal activity; or prosecute those responsible for any such action;
7. Preserve the integrity or security of systems; or investigate, report, or prosecute those responsible for any such action;
8. Protect the free speech rights of you or other users;

9. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interests that adheres to all other applicable ethics and privacy laws; or
10. Conduct internal research to develop, improve or repair our products, services or technology.

**D. Right to Limit Processing of Sensitive Personal Information.** Under certain data privacy and security laws such as the Virginia Consumer Data Protection Act, some personal information you may provide to us is considered “sensitive” personal information, such as personal data collected from a known child, any physical or mental health diagnosis, racial or ethnic origin, citizenship or immigration status, and precise geolocation. We will not process your sensitive personal information without your affirmative “opt-in” consent. Even after that consent is provided, you have the right, at any time, to direct us (and our service providers) to limit our processing of your “sensitive” personal information in connection with the Services. Once you exercise this right, we will not process your “sensitive” personal information for any other purposes without your express consent unless permitted by applicable law. However, we may continue to process your personal information that is not considered “sensitive” as set forth in this Policy.

**E. Appeals to Request Refusals for Virginia Residents.** If we refuse to take action on your request to exercise your rights and you are a resident of the Commonwealth of Virginia, you may appeal our refusal. To appeal a refusal, please submit a copy of your request for an appeal and the original request to us as indicated in Section XII. Within sixty (60) days of our receipt of your request for an appeal, we will inform you, in writing, of any action taken or not taken in response to your appeal. We will include a written explanation of the reasons for the decisions. If we deny your appeal, you can file a complaint with the Consumer Protection Section of the Office of the Attorney General of Virginia at:

Mailing address:  
202 North Ninth Street  
Richmond, VA 23219  
Toll Free: 800-552-9963  
Phone number: 804-786-2042  
Fax number: 804-225-4378  
Online: [www.oag.state.va.us/consumercomplaintform/form/start](http://www.oag.state.va.us/consumercomplaintform/form/start)

## **XII. California Privacy Rights**

If you are a California resident, then you also have the following rights under the California Consumer Privacy Act (“CCPA”) regarding your personal information.

**A. Right to Know.** You have the right to know and see what personal information we have collected about you over the past 12 months, including

1. The categories of personal information we have collected about you;
2. The categories of sources from which the personal information is collected;
3. The business or commercial purpose for collecting your personal information;

4. The categories of third parties with whom we have shared your personal information; and

5. The specific pieces of personal information we have collected about you.

**B. Right to Delete.** You have the right to request that we delete the personal information we have collected from you. There are a number of exceptions, however, that include, but are not limited, to when the information is necessary for us or a third party to do any of the following:

1. Complete your transaction;
2. Provide you a good or service;
3. Perform a contract between us and you;
4. Protect your security and prosecute those responsible for breaching it;
5. Fix our system in the case of a bug;
6. Protect the free speech rights of you or other Users of the Services;
7. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et seq.);
8. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interests that adheres to all other applicable ethics and privacy laws;
9. Comply with a legal obligation; or
10. Make other internal and lawful uses of the information that are compatible with the context in which you provided it.

**C. Sale of Your Personal Information.** We do not sell your personal information for money or other consideration of value. More information about your rights as a California resident may be found on California's Department of Justice website.

**D. RoLo Does Not Discriminate.** We will not discriminate against you for exercising your rights under the CCPA, including by denying service, suggesting that you will receive, or charging, different rates for services or suggesting that you will receive, or providing, a different level or quality of service to you.

**E. How to Exercise Your Rights.** To exercise any of your California access or deletion request rights, please submit a verifiable consumer request to our contact email address at the bottom of this Policy. To the extent applicable, we will contact you to confirm receipt of your request under the CCPA and request any additional information necessary to verify your request. We verify requests by matching information provided in connection with your request to information contained in our records. You may also designate an authorized agent to make a request under the CCPA on your behalf, provided that you provide a signed agreement verifying such authorized agent's authority to make requests on your behalf, and we may verify such authorized person's identity using the procedures above. The verifiable consumer request must (1) provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative, and (2) describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it. We will

not be able to respond to your request or provide you with specific pieces of personal information if we cannot verify your identity and authority to make the request. Our goal is to respond to any verifiable consumer request within forty-five (45) days of our receipt of such request.

### **XIII. How to Contact Us**

If you have any questions or concerns about our use of your information, please contact our data privacy group at:

Rodeo Logistics, LLC  
13809 Research Blvd  
Austin, TX 78750  
email: [support@rodeologistics.co](mailto:support@rodeologistics.co)  
phone number: 888-343-1123

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