# **Angus Media**

### **Terms of Service for Pasture to Publish**

Please read this agreement ("Agreement" or "Terms of Service") carefully before using the Angus Media Pasture to Publish service (the "Service") located at <a href="http://www.pasturetopublish.com">http://www.pasturetopublish.com</a> (the "Website"). By accessing or using the Service, you agree to be bound by this Agreement and all of its terms without change. This agreement is between Angus Media, you the user, and, if you are using the website on behalf of a company or organization, such company or organization will also be considered a party to this Agreement. You represent and warrant that you have the authority to bind your company or organization to this Agreement.

#### **Terms of Service**

Our Service is owned and operated by Angus Media ("Angus Media", "we", or "us"). The term "you" refers to any purchaser and/or user of our Service.

Our Service enables ranch owners to submit data, photos, expected progeny differences ("EPDs") and other such content (the "User Content") to produce sales books ("Books") for electronic distribution or printing. The Service may include content management, proofreading and design.

This Agreement states how you may use our Service and its content. Please read this Agreement carefully. We reserve the right to change this Agreement from time to time by updating these Terms of Service on our Website.

These Terms of Service require the use of arbitration on an individual basis to resolve disputes, rather than jury trials, and limit the remedies available to you in the event of a dispute. You fully understand and agree that by using our Service that you are waiving certain legal rights and you are voluntarily agreeing to do so.

Neither Angus Media nor its representatives are engaged in rendering legal services or other such advice. Your use of the Website is subject to the additional disclaimers and notices that may appear throughout the website.

#### **Use and Consent**

By purchasing or using our Service or our Website, you agree to abide by these Terms of Service as well as our Privacy Policy and any other terms and conditions that may apply, and are you are required to act in accordance with them. Accessing, purchasing or using the Service or our Website in any manner constitutes your agreement to be bound by these Terms of Service.

Our Service is intended for users who are 18 years of age or older. By accessing or using our Service, you represent and warrant that you are at least 18 years old.

#### **Contributors**

The Service enables you to provide access to sale managers, ranch managers, photographers, videographers and other such personnel ("Contributors") solely for the purpose of assisting you in the creation of Books. You are fully liable for the acts and omissions of Contributors, including their compliance with these Terms of Service. If we request termination of a Contributor for any reason, such as violating these Terms of Service, you must ensure that such Contributor no longer accesses the Service.

### **Fees**

You agree to pay all fees listed on the Service for the service option you select, including any rush charges that may be listed on the Service. This fee will be accrued as up to 10% of the production price on the project. Any late payment will be subject to interest at the rate of 1.5% per month or the highest rate permitted under applicable law.

## **Intellectual Property Rights**

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If you purchase or access any of our Angus Media Content through our Service, you will be considered our Licensee. For the avoidance of doubt, all content obtained through us is our property, and you are granted a revocable, non-transferable license for your use solely in connection with the production of Books. This means that you may not use the Angus Media Content in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us.

You are being granted a limited license to the Service and Angus Media Content with permission and restrictions. This means that when you purchase the Service, you are purchasing the limited right to use the Angus Media Content in the form that is provided by us to you with certain conditions as specified in these Terms of Service.

You are permitted to use the Service and Angus Media Content as follows:

- You may incorporate Angus Media Content in Books that you produce using the Service.
- However, you are not otherwise permitted to share, sell, reprint, or republish any of our Angus Media Content for resale or mass reproduction purposes for your own personal or business use outside of the production of Books.
- Any trademarks, taglines, and logos displayed on Angus Media Content are trademarks belonging to us or our licensors and may not be removed.
- Any use including framing, metatags, or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our express written consent, or permission granted herein.
- For those trademarks, taglines, and logos for which you are granted permission to use, the trademark indicia must be included at all times.

- Any marketing or promotional tools, Service titles or any other title or information of ours bearing the trademark symbols (TM) or ® may not be used by you for any reason without our express written permission.
- All rights not expressly granted in these terms or any express written license, are reserved by us.

No Unlawful or Prohibited Use.

You understand and acknowledge that our Service and the Angus Media Content have been created, developed, or obtained by us through the investment of significant time, effort and expense, and that this information is a valuable, special and unique asset of ours which needs to be protected from improper and/or unauthorized use.

When you use our Service, you agree that you are clearly and expressly prohibited from doing the following:

- You will not in any way use, copy, adapt or represent any component of our Service or Angus Media Content in any way as if they are yours or created by you.
- You will not engage in improper and/or unauthorized use of our Service and Angus Media Content. Improper and unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) any Angus Media Content or any other information accessed or purchased through our Service, or any other communications provided by us for your own personal use, business/commercial use or in any way that earns you money, except solely in connection with the production of Books.
- You will not duplicate, share, trade, sell, or otherwise distribute Service or Angus Media Content to any other person, for their personal use, business/commercial use or in any way that earns them money, whether it was known to you or not at the time that you shared the information that their intention was to use the Angus Media Content for their own personal use or business/commercial use. This means you cannot share or sell or any part of our Service or Angus Media Content to someone else so they can copy and/or use them for their own personal use, business/commercial use or in any way that earns them money. You are the only one granted a limited license to use our Service and Angus Media Content.
- You will not violate our intellectual property rights, including copyright and trademark rights. Downloading, printing, or otherwise using our Service or Angus Media Content

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- Except for Angus Media Content used in Books, you will not reprint or republish any part of our Service or Angus Media Content for publication or compilation into your own products, programs, services, or program materials for your own personal use or business/commercial use or in any way that earns you money.
- You will not use our Service or Angus Media Content in a manner that constitutes an infringement of our rights or in a manner that has not been authorized by us through our prior written consent.
- You may not engage in improper and/or unauthorized use of our Angus Media Content or any other information related to our Service. Unless otherwise explicitly authorized in these Terms of Service, improper and/or unauthorized use includes but is not limited to modifying, copying, reproducing, republishing, uploading, posting, transmitting, translating, selling, creating derivative works, exploiting, or distributing in any manner or medium (including by email or other electronic means) for commercial use, to any other person in a way that earns them money, any Angus Media Content or any other information accessed or purchased through our Service or any other communications provided by us to you promoting or relating to the Service.

You understand and agree that engaging in the prohibited use or the improper and/or unauthorized use of our Service or Angus Media Content as set forth in these Terms of Service is considered theft and stealing and we retain the right to prosecute theft to the full extent of the law.

You agree and understand that prohibited use, improper and/or unauthorized use may give rise to a civil claim for damages and/or be a criminal offense.

Limitations on Linking and Framing. You are granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of our Website so long as (i) the link or your linking website does not portray Angus Media, our affiliates, or our products or services in a false, misleading, derogatory, or otherwise offensive matter; (ii) your linking website complies with all applicable law and does not otherwise violate this Agreement or the rights of others; (iii) your website does not state or imply that we are have sponsored, endorsed or have ownership rights in your website and (iv) your website has, maintains and follows a privacy policy no less protective of user data than the privacy policy of this website. You may not use any Angus Media logo or other proprietary graphic or trademark as part of the link without express written permission. We may revoke this license at any time, with or without cause, in which case you agree to immediately remove the hyperlink. You may not link to any page other than the home page of this Website. Any link to our website should be a full forward link that passes the client browser to our home page without barriers. The "back" button should return the visitor to the original site

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You also grant us, and anyone authorized by us, the right to identify you as the author of any of your comments, posts, photos, images, videos or other contributions by name, email address, or screen name. You acknowledge that we have the right but not the obligation to use and display any contributions from you of any kind and that we may elect to cease the use and display of any such contributions on our Website or Service at any time for any reason whatsoever.

Media Release. By participating in our Service, and using our Angus Media Content, you consent to photographs, videos, and/or audio recordings that may be made that may contain you, your voice, and/or your likeness. In our sole discretion, we reserve the right to use these photographs, videos, and or/audio recordings and/or any other materials submitted by you to us in connection with your participation in our Service and/or our marketing or promotional efforts, without compensation to you at any time, now or at any time in the future.

Representations and Warranties. You represent and warrant to Angus Media that (i) you own all User Content or have obtained the right to use such User Content in connection with the Service and the electronic and print distribution of Books; and (ii) the User Content does not and will not infringe or misappropriate the patents, copyrights, trademarks, trade secrets or other intellectual property rights of any third party. You will indemnify, defend and hold Angus Media and its

officers, directors, employees and agents harmless from and against any third party claim arising from a breach of these representations and warranties. You will immediately notify us if any User Content is alleged or found to be infringing. In such case, you will immediately remove any User Content from any electronic materials and cease the distribution of any Books containing such infringing User Content.

## **Security**

When you apply for, enroll in, purchase, or use our Service or Angus Media Content we may seek and collect personal data and information including but not limited to your name, email address, phone number, billing information, credit card or payment information, demographic information, preferences, interests, or other personally identifying information ("Confidential Information").

By providing such Confidential Information to us, you grant us permission to use and store such Confidential Information. We, in turn, will use commercially reasonable efforts to keep your Confidential Information safe, secure, and confidential. We take precautions to protect such Confidential Information. When you submit Confidential Information via our Service or Angus Media Content, we take measures to protect the security of your Confidential Information both online and offline.

However, due to the nature of the Internet, we cannot completely ensure or warrant the security of your Confidential Information or of any other data or information transmitted to us or through our services; therefore submitting Confidential Information, data or other information is done at your own risk.

We have security measures in place to prevent the loss, misuse, and alteration of the information that is obtained from you, but we make no assurances about our ability to prevent any such loss, misuse, to you or to any third party arising out of any such loss, misuse, or alteration.

# **Personal Responsibility and Assumption of Risk**

As a Licensee, you agree that you are using your own judgment in using our Service and Angus Media Content and you agree that you are doing so at your own risk. You agree and understand that you assume all risks and no results are guaranteed in any way related to our Service and Angus Media Content. You are solely responsible for your actions, decisions, and results based on the use, misuse, or non-use of our Service and Angus Media Content.

We take reasonable precautions to protect our Service and Angus Media Content. However, due to the nature of the Internet, we cannot completely ensure or warrant the security of the Service and Angus Media Content or the contributions or information transmitted to us on or through our Website or our Service and Angus Media Content. Submitting contributions or information on our through our Service and Angus Media Content is done entirely at your own risk. We make no assurances about our ability to prevent any such loss or damage to you or to any other person, company, or entity arising out of use of our Service and Angus Media Content and you agree that you are assuming such risks.

# **Printing Errors**

Even if you purchase our proofreading services, you are fully responsible for any printing errors so please make sure to read all final versions of your Books prior to distribution or printing. We use reasonable efforts to correct errors through our optional proofreading services but ultimately, the responsibility for the content, layout and appearance of your Books is yours. We reserve the right to remove any User Content that violates these Terms of Service.

### **Disclaimer**

To the fullest extent permitted by law, we expressly exclude any liability for any direct, indirect or consequential loss or damage incurred by you or others in connection with our Service and Angus Media Content, including without limitation any liability for any delays, harm, loss, damage, personal or business interruptions, misapplication of information, loss of business, loss of profits or contracts, anticipated savings, loss of data, loss of goodwill, wasted time and for any other loss or damage of any kind, however and whether caused by negligence, breach of contract, or otherwise, even if foreseeable. You specifically acknowledge and agree that we are not liable for any defamatory, offensive, or illegal conduct of any other user of the Service, including you.

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*Errors and Omissions*. We make no warranty or guarantee as to the accuracy, timeliness, performance, completeness, or suitability of the information in our Service and Angus Media Content. You acknowledge that such information may contain inaccuracies or errors and we are not liable for any such inaccuracies or errors to the fullest extent permitted by law.

Links to Other Websites. We may provide links and pointers to other websites maintained by third parties that may take you outside of our Service or Angus Media Content. These links are provided for your convenience and the inclusion of any link in our Service or Angus Media Content to any other website does not imply our endorsement, sponsorship, or approval of that website or its owner. We do not endorse and we are not responsible for the views, opinions, facts, advice, or statements provided by external resources referenced in our Website or its Content, or their accuracy or reliability. We assume no responsibility for errors or omissions caused by other websites that may be included our Service or Angus Media Content. We have no control over the contents or functionality of those websites and so we accept no responsibility for any loss, damage, or otherwise that may arise from your use of them and therefore we do not guarantee the accuracy, completeness, or usefulness of any other website or their content. It is your responsibility to review the terms and conditions and privacy policies of those linked websites to confirm that you understand and agree with those policies.

## Indemnification, Limitation of Liability and Release of Claims

*Indemnification*. You agree at all times to defend, indemnify and hold harmless Angus Media, as well as any of our affiliates, agents, contractors, officers, directors, shareholders, employees, joint venture partners, successors, transferees, assignees, and licensees, as applicable, from and against any and all claims, causes of action, damages, liabilities, costs and expenses, including legal fees and expenses, arising out of or related to your use of our Service or Angus Media Content, or your breach of any obligation, warranty, representation or covenant set forth in these Terms of Service or in any other agreement with us.

Limitation of Liability. We will not be held responsible or liable in any way for the information, products, or materials that you request or receive through or on our Service or Angus Media Content. We do not assume liability for accidents, delays, injuries, harm, loss, damage, death, lost profits, personal or business interruptions, misapplication of information, physical or mental disease, condition or issue, or otherwise, due to any act or default of anyone or any business, whether owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise, affiliated with us. We do not assume liability for any owners, staff, agents, joint venture partners, contractors, vendors, affiliates or otherwise who is engaged in rendering our Service or Angus Media Content, or in any way or in any location. If you use our Service or Angus Media Content

or any other information provided by us or affiliated with us, we assume no responsibility. Our total liability to you for any damages will be limited to the amount of fees you paid for the Service in the six month period preceding the event giving rise to the applicable claim.

Release of Claims. In no event will we be liable to any party for any type of direct, indirect, special, incidental, equitable or consequential damages for any use of or reliance on our Service or Angus Media Content, or on those affiliated with us in any way, and you hereby release us from any and all claims; including, without limitation, those related to lost profits, personal or business interruptions, personal injuries, accidents, misapplication of information, or any other loss, physical or mental disease, condition or issue, or otherwise, even if we are expressly advised of the possibility of such damages or difficulties.

### **Your Conduct**

You are agreeing that you will not use our Service or Angus Media Content in any way that causes or is likely to cause the Service or Angus Media Content, or access to them either to be interrupted, damaged or impaired in any way. You understand that you are solely responsible for all electronic communications and content sent from your computer to this Website and its Content and to us.

You must use the Service or Angus Media Content for lawful purposes only. You agree that you will not use our Service or Angus Media Content in any of the following ways:

- For fraudulent purposes or in connection with a criminal offense or otherwise carry out any unlawful activity
- To send, use or reuse any material that is illegal, offensive, abusive, indecent, harmful, defamatory, obscene or menacing, threatening, objectionable, invasive of privacy, in breach of confidence, infringing of any intellectual property rights, or that may otherwise may injure others
- To send, negatively impact, or infect our Service or Angus Media Content with software viruses or any other harmful or similar computer code designed to adversely affect the operation of any computer software or hardware, commercial solicitation, chain letters, mass mailings or any spam, whether intended or not
- To cause annoyance, inconvenience or needless anxiety
- To impersonate any third party or otherwise mislead as to the origin of your contributions

• To reproduce, duplicate, copy or resell any part of our Service or Angus Media Content in a way that is not in compliance with these Terms of Service or any other agreement with us.

#### **Communication Guidelines**

If you have a question or concern about your Service or Angus Media Content, you may send an email to <a href="mailto:salebookhelp@angus.org">salebookhelp@angus.org</a> and we will do our best to reply to your question or concern promptly.

### **Termination**

You have the right to terminate your use of or participation in our Service at any time by sending an email to salebookhelp@angus.org.

We reserve the right in our sole discretion to refuse or terminate your access to our Service or Angus Media Content and/or the access of any Contributor, in full or in part, at any time, without notice, by sending you an email to the email address you provided.

In the event of cancellation or termination by either of us, you will have 24 hours to pay any and all remaining payments or balances that are owed to us.

Upon termination by either of us, we reserve the right to immediately refuse or terminate your access to any aspect of our Service and/or our Angus Media Content, including but not limited to our Website, private forum, email communications, Facebook groups, live webinars or conference calls, or any other method of communications related to our Service or Angus Media Content at any time without notice and in our sole discretion.

All of the terms of this Terms of Service, including but not limited to all copyright, trademark, and intellectual property rights, disclaimers, limitations of liability, and release of claims will still apply now and in the future, even after termination by you or us.

## **Dispute Resolution**

We hope that should we ever have any differences, we could be able to work them out amicably through email correspondence or phone discussions. However, should we be unable to seek resolution within a reasonable time, you agree now that that the only method of legal dispute resolution that will be used is binding arbitration. You agree that: (1) Any claim, dispute, or controversy (whether in contract, tort, or otherwise) arising out of, relating to, or connected in any way with the website or the services provided on the website will be resolved exclusively by final and binding arbitration conducted pursuant to the American Arbitration Association ("AAA") Procedures for Consumer-Related Disputes in conjunction with the AAA Commercial Arbitration Rules (if and as applicable depending on the amount in controversy); (2) This arbitration agreement is made pursuant to a transaction governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (3) The arbitration will be held at the AAA regional office nearest you; (4) The arbitrator's decision will be controlled by the terms and conditions of this Agreement; (5) The arbitrator will apply Missouri law consistent with the FAA and applicable statutes of limitations and will honor claims of privilege recognized at law; (6) There will be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only your individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (7) The arbitrator will not have the power to award punitive damages against any party; (8) In the event that the administrative fees and deposits you are required to pay under the AAA rules exceed \$125, and you are unable to pay the additional fees and deposits, Angus Media retains the right to forward them to the AAA on the your behalf, subject to ultimate allocation by the arbitrator. In addition, if you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Angus Media retains the right to pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being costprohibitive; and (9) If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision will remain in full force and effect and will be construed in accordance with its terms as if the invalid or illegal provision were not contained herein. You understand that, in the absence of this provision, you would have had a right to litigate disputes through a court, including the right to litigate claims on a classwide or class-action basis, and that You have expressly and knowingly waived those rights and agreed to resolve any disputes through binding arbitration in accordance with the provisions of this paragraph. In the event of a dispute between us, you agree to not engage in any conduct or communications, public or private, including on social media, designed to disparage us, Angus Media, or our Service. Where requested by law or arbitration, of course, you are not prohibited from sharing your thoughts and opinions as a part of the legal process.

If any terms of these Terms of Service are construed to be invalid or unenforceable for any reason, it shall not affect the validity or enforceability of any other term that shall be given full force and effect.

If you have any questions about any term of these Terms of Service, please contact us at salebookhelp@angus.org.

# **Infringement Claims/DMCA Copyright Agent**

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By mail: DMCA Copyright Agent

c/o Angus Media

3201 Frederick Avenue

Saint Joseph, MO 64506

By phone: (816) 383-5200

By fax: (816) 233-6575

By email: digitalmarketing@angus.org

To be effective, the notification must be in writing and contain the following information  $(DMCA, 17 \ U.S.C. \ \S512(c)(3))$ :

- Physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
- Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

*Emails sent to* salebookhelp@angus.org for purposes other than communication about copyright claims may not be acknowledged or responded to.

We will, in appropriate circumstances, terminate repeat infringers. If you believe that an account holder or subscriber is a repeat infringer, please follow the instructions above to contact Angus Media and provide information sufficient for us to verify that the account holder or subscriber is a repeat infringer.