

Terms of Use

1. Introduction. Welcome to LevelUpBarrelRacing.com by ("LUBR" or "Company")!

1.1. Effective Date. The effective date of this Agreement is November 1, 2020.

1.2. Agreement. Company recommends that you read the following terms and conditions carefully. By accessing or using the LUBR website and any related software, plug-ins or mobile applications made available by LUBR (together, the "Website"), however accessed or used, you agree to be bound by these terms (the "Terms of Service" or the "Agreement"). We encourage you to print the Agreement or save it to your computer for reference.

1.3. Separate Privacy Policy. By using the Website, you represent and warrant that you have read and understood, and agree to be bound by, this Agreement and LUBR's Privacy Policy (the "Privacy Policy"), which is incorporated into this Agreement by reference. The Privacy Policy is available at <https://LevelUpBarrelRacing/privacy-policy>.

1.4. Separate Associate Application and Agreement and Policies and Procedures for Distributors. This Agreement and the Privacy Policy specifically govern your use of the Website, as defined above. Your distributor relationship, if any, with Company is and continues to be covered by your Associate Application and Agreement and Company's Policies and Procedures, as amended (collectively, the "Distributor Agreements"). The Distributor Agreements are incorporated herein by reference. To the extent any conflict exists between this Agreement and the Distributor Agreements, the terms of the Distributor Agreements shall govern.

1.5. No Permission Without Agreement. If you do not understand this Agreement, or do not agree to be bound by it or the Privacy Policy, you may not access or use the Website, and you must immediately cease accessing or using the Website.

1.6. Arbitration and Remedies. These terms contain a mandatory arbitration of disputes provision that requires the use of arbitration on an individual basis to resolve disputes, rather than jury trials or class actions, and also limits the remedies available to you in the event of a dispute. See Section 24 (Dispute Resolution) for full details.

2. Privacy Policy. By using the Website, you consent to the collection and use of certain information about you, as specified in the Privacy Policy discussed in Section 1.3 (Separate Privacy Policy). LUBR encourages users of the Website to frequently check the Privacy Policy for changes.

3. Changes to Agreement and Privacy Policy. Internet technology and the applicable laws, rules, and regulations change frequently. LUBR reserves the right to change this Agreement and its Privacy Policy at any time upon notice to you (including by posting a new version, or sending you a change notice). It is your responsibility to review this Agreement and the Privacy Policy periodically. If at any time you find either this Agreement or the Privacy Policy unacceptable, you must immediately cease accessing the Website. Unless LUBR obtains your express consent, any revised Privacy Policy will apply only to information collected by LUBR after the revised Privacy Policy takes effect, and not to information collected under any earlier versions of the Privacy Policy.

4. Eligibility.

4.1. By accessing and/or using the Website, including by doing so after accessing this Agreement, you represent and warrant that you are either (1) at least 18 years old, and are otherwise legally qualified to enter into and form contracts under applicable law or (2) between the ages of 13 and 18 and have submitted a signed parental and/or guardian consent form to LUBR.

4.2. Corporate Use. If you are using the Website on behalf of a company, you further represent and warrant that you are authorized to act and enter into contracts on behalf of that company.

5. Technology Platform. Without limitation, you agree that the Website is merely a technology platform, and that you use the Website at your own risk and pursuant to Section 9 (Assumption of Risk; Release).

6. License. Subject to your compliance with these Terms of Service, LUBR grants you a non-exclusive, non-sublicensable, revocable as stated in this Agreement, non-transferable license to access the Website, and to use the Website. No part of the Website, including the Website, may be reproduced, duplicated, copied, modified, sold, resold, distributed, transmitted, or otherwise exploited for any commercial purpose without the prior express written consent of LUBR. All rights not expressly granted in this Agreement are reserved by LUBR. Without limitation, this Agreement grants you no rights to the intellectual property of LUBR or any other party, except as expressly stated in this Agreement. The license granted in this section is conditioned on your compliance with this Agreement. Your rights under this section will immediately terminate if, in the sole judgment of LUBR, you have breached any provision of this Agreement.

7. Software Updates. LUBR reserves the right, in its sole discretion, to update, modify, or remove the features, functionality, or other aspects of the Website at any time.

8. No Reliance on Third Party Content. Opinions, advice, statements, or other information made available through the Website by third parties are those of their respective authors, and should not necessarily be relied upon. Those authors are solely responsible for their content. LUBR does not: (i) guarantee the accuracy, completeness, or usefulness of any third-party information accessible on or through the Website; or (ii) adopt, endorse, or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by a third party through the Website. Under no circumstances will LUBR be responsible for any loss or damage resulting from your reliance on information or other content posted through the Website transmitted to or by any third party.

9. Assumption of Risk; Release. You knowingly and freely assume all risk when using the Website. You, on behalf of yourself, your personal representatives, and your heirs, voluntarily agree to release, waive, discharge, hold harmless, defend, and indemnify Company and its stockholders, officers, directors, employees, agents, affiliates, consultants, representatives, sublicensees, successors, and assigns (collectively, the "Company Parties") from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, emotional distress, loss of privacy, or other damages or harm, whether to you or to third parties, that may result from your use of the Website.

10. User Account, Accuracy, and Security.

10.1. User Account. To use the Website, you must register and create a user account ("Account"). During the Account creation process, you will be asked to provide information that personally identifies you, including your Distributor ID ("Personal Information").

10.2. Profile Viewable By Members. All users of the Website have Profiles, which include some of the Personal Information provided during Account registration. In some circumstances, such as a forum for Distributors, these Profiles may be accessible by other Distributors who have registered with the Website, created Accounts, and connected with each other. However, LUBR cannot guarantee that the Personal Information in your Profile will remain private to registered users of the Website.

10.3. Account Information Accuracy. You represent and warrant that all user information you provide in connection with your Account and your use of the Website is current, complete, and accurate, and you agree that you will update that information as necessary to maintain its completeness and

accuracy by updating your personal Profile. You agree that you will not submit any fake content (including without limitation any Account, username, likeness, or Profile) to willfully and credibly impersonate another person, whether actual or fictitious. As a non-exhaustive example, you agree that you will not upload a Profile image that is not your likeness or provide inaccurate information about certifications. If LUBR believes in its sole discretion that the information you provide is not current, complete, or accurate, LUBR has the right to refuse you access to the Website, or to terminate or suspend your access at any time, or both. For additional information, see the Section concerning "User Ability to Access, Update, and Correct Personal Information" in LUBR's Privacy Policy.

10.4. No Pseudonyms. You must use your real name on LUBR; pseudonyms are not allowed. Any use of a pseudonym violates Section 10.3 (Account Information Accuracy) and is cause for suspension or deletion of your Account.

10.5. Account Security. You will also be asked to provide a username, password, and possibly other information to secure your Account. You are entirely responsible for maintaining the confidentiality of your password. You may not use the username or password of any other person, nor may you share your username and password, nor may you circumvent any authentication mechanism requiring the entry of usernames, passwords, or any other information to gain unauthorized access to the Website. You agree to notify LUBR immediately of any unauthorized use of your Account. LUBR shall not be liable for any loss that you incur because of someone else using your Account, either with or without your knowledge. You may be held liable for any losses incurred by LUBR, its affiliates, officers, directors, employees, consultants, agents, and representatives due to someone else's use of your Account.

11. Interactions with Other Users. Certain parts of the Website may facilitate communication between users, such as a blog, forum, reviews, or comments section. You are solely responsible for your interactions with other Distributors and users. You acknowledge and understand that LUBR has not, and does not, in any way guarantee that it will: (a) screen its users; (b) inquire into the backgrounds of its users; or (c) review or verify the statements of its users. You agree to exercise reasonable caution in all interactions with other users, particularly if you decide to meet another user in person. LUBR does not represent, warrant, endorse, or guarantee the conduct of its users. In no event shall LUBR be liable for indirect, special, incidental, or consequential damages arising out of or relating to any user's conduct in connection with such user's use of the Website, including, without limitation, bodily injury, property damage, wrongful death, emotional distress, loss of privacy, or any other damages resulting from communications or meetings between users.

12. Consent to Receive Electronic Communications from Company. By registering for the Website and providing your name, email, postal or residential address, and/or phone number through the Website, you expressly consent to receive electronic and other communications from LUBR, over the short term and periodically, including email and short-message Service ("SMS" or "text message") communications. These communications will be about the Website, new product offers, promotions, and other matters. You may opt out of receiving electronic communications at any time by following the unsubscribe instructions contained in each communication, or by sending an email to unsubscribe@LevelUpBarrelRacing.com. You agree that these electronic communications satisfy any legal requirements that communications or notices to you be in writing.

13. Fees.

13.1. Credit Card Information. If you wish to purchase any product or service made available through the Services (each such purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction including, without limitation, your credit card number, the expiration date of your credit card, the 3-digit security code for your credit card, your billing address and your

shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to Company the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

13.2. Reservation of Rights. Company reserves the right, with or without prior notice, to do any one or more of the following: (i) limit the available quantity of or discontinue any product or service; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code or other similar promotion; (iii) bar any user from making or completing any or all Transaction(s); (iv) refuse to provide any user with any product or service; (v) change the fees and charges in effect, or to add new fees and charges, by posting such changes or providing notice to you.

13.3. Payment. You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

13.4. Refunds or Exchanges. Distributors, Preferred, and Retail Customers of Company that need to return product for any reason, will be required to follow the procedures as outlined in Section M of Company's Policies and Procedures. Anyone failing to follow the procedures as described will not be entitled to a refund from Company.

14. Subscriptions. From time to time, Company may make certain products and services available through the Service on a subscription-payment basis (each a "Subscription"). The terms of this Section 14 apply to any Subscriptions purchased by you.

14.1. Automatic Billing. If your Subscription plan provides for Automatic Billing, you understand and agree that Company will bill your Subscription fees automatically to the payment method (e.g., credit card) you designate when signing up.

14.2. Automatic Renewal. Unless you cancel your Subscription, your Subscription will renew automatically at the end of its term. For example, if your Subscription requires payment on the 1st day of every month, your credit card will continue to be charged every month according to your Subscription plan until you cancel your Subscription pursuant to Section 14.3 below.

14.3. Cancellation.

14.3.1. How to Cancel. To cancel your Subscription, you must either (1) log into the Website with your Account and modify or cancel the Subscription, or (2) email Company at cancel@LevelUpBarrelRacing.com.

14.3.2. Effect of Cancellation. Once your cancellation is confirmed by Company, your Subscription will be terminated. If your pre-cancellation billing period was paid up, then Company will not bill you further, but Company will not refund you for any remainder of that term.

15. Third Party Websites. The Website may be linked with the websites of third parties ("Third Party Websites"), some of whom may have established relationships with LUBR and some of whom may not. LUBR does not have control over the content and performance of Third Party Websites. LUBR has not reviewed, and cannot review or control, all of the material, including computer software or other goods or services, made available on Third Party Websites. Accordingly, LUBR does not represent, warrant, or endorse any Third Party Websites, or the accuracy, currency, content, fitness, lawfulness, or quality of the information, material, goods, or services available through Third Party

Websites. LUBR disclaims, and you agree to assume, all responsibility and liability for any damages or other harm, whether to you or to third parties, resulting from your use of Third Party Websites.

16. User Content.

16.1. User Content Defined. "User Content" is any content, material, or information, not including personally identifiable information (e.g., first and last name, address, phone number, email address, etc.), that you submit, upload, and/or post to, or transmit, display, perform, or distribute through the Website, whether in connection with your use of the Website or otherwise. This includes, without limitation, personal photos and videos.

16.2. You Own Your User Content. LUBR does not claim ownership of any User Content. You retain all right, title, and interest, including without limitation all worldwide intellectual property rights, in and to your User Content.

16.3. License of User Content. By submitting, uploading, or posting User Content in any form with, through, or to the Website, you grant the Company Parties a royalty-free, perpetual, non-exclusive, unrestricted, fully paid-up, worldwide, sublicensable, revocable (as set forth in Section 6 (License) of this Agreement), assignable license to copy or otherwise reproduce, modify, adapt, translate, distribute, enhance, transmit, publicly display or perform, reformat, and/or otherwise use User Content in connection with the operation of the Website, or any other similar or related business, in any medium now existing or later devised, including without limitation in advertising and publicity. You further agree that the Company Parties may publish or otherwise disclose your personal information in connection with their exercise of the license granted under this section. You agree to waive, and waive, any claims arising from or relating to the exercise by the Company Parties of the rights granted under this section, including without limitation any claims relating to your rights of personal privacy and publicity. You will not be compensated for any exercise of the license granted under this section.

16.4. Your Representations About User Content. You represent and warrant that you: (a) own all rights, title, and interest in and to all User Content you submit, or are otherwise authorized to grant the rights provided the Company Parties under this section; or (b) have written consent, release, and/or permission of every identifiable individual person in any User Content you submit to use the name and likeness of every identifiable person in the User Content. You agree that you will not submit any User Content that does not fully comply with LUBR's prohibitions against Objectionable Content, as detailed in Section 18 (Objectionable Content).

16.5. Company's Right to Reject User Content. LUBR reserves the right, in its sole discretion, to reject any User Content for any reason. The categories specified in Section 18 (Objectionable Content) and Section 19 (Prohibited Uses) are not exhaustive lists of content that LUBR reserves the right to remove or deny.

17. Your Responsibility for Defamatory Comments.

17.1. You agree and understand that you may be held legally responsible for damages suffered by other users or third parties as the result of your remarks, information, feedback, or other content posted or made available through the Website that is deemed defamatory or otherwise legally actionable. Under Section 230 of the Federal Communications Decency Act of 1996, LUBR is not legally responsible, nor can it be held liable for damages of any kind, arising out of or in connection to any defamatory or otherwise legally actionable remarks, information, feedback, or other content posted or made available through the Website.

17.2. If you raise or file any claim against LUBR for conduct that a Court of Competent Jurisdiction later finds to constitute an "exercise of a publisher's traditional editorial functions," or the legal equivalent, you agree to fully and immediately compensate LUBR for all losses, liability, damages,

costs, and expenses, including without limitation all attorneys' fees and expenses in defending the action and resolving the matter. If you fail to compensate LUBR for any such claim, you agree and authorize LUBR to report your Personal Information, including without limitation your unpaid claim, to consumer credit reporting services, collection agencies, and others.

18. **Objectionable Content.** You agree that you shall not use the Website to upload, post, transmit, display, perform, or distribute any content, information, or materials that: (a) are libelous, defamatory, abusive, threatening, excessively violent, harassing, obscene, lewd, lascivious, filthy, or pornographic; (b) constitute child pornography; (c) solicit personal information from or exploit in a sexual or violent manner anyone under the age of 18; (d) incite, encourage, or threaten physical harm against another; (e) promote or glorify racial intolerance, use hateful and/or racist terms, or signify hate toward any person or group of people; (f) glamorize the use of illegal substances and/or drugs; (g) advertise or otherwise solicit funds or constitute a solicitation for goods or services; (h) violate any provision of this Agreement or any other LUBR agreement or policy, including without limitation LUBR's Privacy Policy; (i) disclose another's personal, confidential, or proprietary information; (j) are false or fraudulent; (k) contains images or videos of individuals captured or posted without their consent; (l) promote self-destructive behavior (including without limitation eating disorders or suicide); or (m) are generally offensive, rude, mean-spirited, or in bad taste, as determined by LUBR in its sole discretion (collectively, "Objectionable Content"). LUBR disclaims any perceived, implied, or actual duty to monitor content made available through the Website, and specifically disclaims any responsibility or liability for information provided on the Website. Without limiting any of its other remedies, LUBR reserves the right to terminate your use of the Website or your uploading, posting, transmission, display, performance, or distribution of Objectionable Content. LUBR, in its sole discretion, may delete any Objectionable Content from its servers. LUBR intends to cooperate fully with any law enforcement officials or agencies in the investigation of any violation of this Agreement or of any applicable laws.

19. **Prohibited Uses.** LUBR imposes certain restrictions on your use of the Website. Any violation of this section may subject you to civil and/or criminal liability. The following are expressly prohibited:

19.1. harassing or stalking any person, or contacting any person who has requested not to be contacted

19.2. providing false, misleading, or inaccurate information to LUBR or any other person in connection with the Website

19.3. impersonating, or otherwise misrepresenting affiliation, connection, or association with, any person or entity

19.4. modifying or changing the placement and location of any advertisement posted through the Website

19.5. harvesting or otherwise collecting information about users, including email addresses and phone numbers

19.6. without express written permission from LUBR, using or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars, or intelligent agents) to harvest or otherwise collect information from the Website for any use, including without limitation use on Third Party Websites

19.7. accessing content or data not intended for you, or logging into a server or account that you are not authorized to access

19.8. attempting to probe, scan, or test the vulnerability of the Website, or any associated system or network, or breaching security or authentication measures without proper authorization

19.9. interfering or attempt to interfere with the use of the Website by any other user, host, or network, including (without limitation) by submitting malware or exploiting software vulnerabilities

19.10. using the Website to send unsolicited email, including without limitation promotions or advertisements for products or services

19.11. forging, modifying, or falsifying any network packet or protocol header or metadata in any connection with, or transmission to, the Website (for example, SMTP email headers, HTTP headers, or Internet Protocol packet headers)

19.12. while using the Website, using ad-blocking or other content-blocking software, browser extensions, or built-in browser options designed to hide, block, or prevent the proper display of online advertising

19.13. attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by the Company Parties in providing the Website, including without limitation any fraudulent effort to modify software or any other technological mechanism for measuring the number of impressions generated by individual content and/or the overall service to determine and/or audit advertising revenues and payments, if applicable

19.14. creating additional accounts to promote your (or another's) business, or causing others to do so

19.15. paying anyone for interactions on the Website

20. Intellectual Property.

20.1. Compliance with Law.

20.1.1. You represent and warrant that, when using the Website, you will obey all applicable laws and respect the intellectual property rights of others. Your use of the Website is at all times governed by and subject to copyright and other intellectual property laws. You agree not to upload, post, transmit, display, perform, or distribute any content, information, or other materials in violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

20.1.2. You represent and warrant that you are the sole and exclusive owner of any User Content that you submit through the Website. You shall be solely responsible for any violations of any laws and for any infringements of third-party rights caused by your use of the Website. LUBR users bear the sole burden of proving that content, information, or other materials do not violate any laws or third-party rights.

20.2. Trademarks. LUBR, Level Up Barrel Racing, and the Level Up Barrel Racing logos (collectively, the "Company Marks") are trademarks or registered trademarks of LUBR. Other trademarks, service marks, graphics, logos, and domain names appearing anywhere on, through, or in connection with the Website may be the trademarks of third parties. Neither your use of the Website nor this Agreement grant you any right, title, or interest in, or any license to reproduce or otherwise use, the Company Marks or any third-party trademarks, service marks, graphics, logos, or domain names. You agree that any goodwill in the Company Marks generated as a result of your use of the Website will inure to the benefit of LUBR, and you agree to assign, and do assign, all such goodwill to LUBR. You shall not at any time, nor shall you assist others to, challenge LUBR's right, title, or interest in, or the validity of, the Company Marks.

20.3. Copyrighted Materials; Copyright Notice. All content and other materials available through the Website, including without limitation the LUBR logo, design, text, graphics, and other files, and their selection, arrangement, and organization, are either owned by LUBR or are the property of LUBR's

licensors and suppliers. Except as explicitly provided, neither your use of the Website nor this Agreement grant you any right, title, or interest in any such materials.

20.4. DMCA Policy.

20.4.1. As LUBR asks others to respect LUBR's intellectual property rights, LUBR respects the intellectual property rights of others. LUBR follows the notice and takedown procedures in the Digital Millennium Copyright Act ("DMCA").

20.4.2. If you believe content located on or linked to by the Website violates your copyright, please immediately notify LUBR by emailed DMCA takedown notice ("Infringement Notice"), providing the information described below. If LUBR takes action in response to an Infringement Notice, it will make a good faith attempt to contact the party who made the content available at the most recent email address that party provided to LUBR.

20.4.3. Under the DMCA, you may be held liable for damages based on material misrepresentations in your Infringement Notice. You must also make a good-faith evaluation of whether the use of your content is a fair use; fair uses are not infringing. (See 17 U.S.C. Section 107, available at <https://www.law.cornell.edu/uscode/text/17/107>, and *Lenz v. Universal Music Corp.*, No. 13-16106 (9th Cir. Sep. 14, 2015), available at <https://www.courtlistener.com/opinion/2937139/stephanie-lenz-v-universal-music-corp/>.) If you are not sure if content located on or linked to by the Website infringes your copyright, you should first contact an attorney.

20.4.4. The DMCA requires that all Infringement Notices must include the following:

- A signature, electronic or physical, of the copyright owner or a person authorized to act on their behalf;
- An identification of the copyright claimed to have been infringed;
- A description of the nature and location of the material that you claim to infringe your copyright, in sufficient detail to permit LUBR to find and positively identify that material;
- Your name, address, telephone number, and email address; and
- A statement by you: (i) that you believe in good faith that the use of the material that you claim to infringe your copyright is not authorized by law, or by the copyright owner or such owner's agent; and, (ii) under penalty of perjury, that all of the information contained in your Infringement Notice is accurate, and that you are either the copyright owner or a person authorized to act on their behalf.

20.4.5. Infringement Notices should be sent to [legal@ LevelUpBarrelRacing.com](mailto:legal@LevelUpBarrelRacing.com) with the subject line "DMCA Notice: Level Up Barrel Racing".

20.4.6. LUBR will respond to all DMCA-compliant Infringement Notices, including, as required or appropriate, by removing the offending material or disabling all links to the offending material.

20.4.7. Disclosure. All received Infringement Notices may be posted in full to the Lumen database (<https://lumendatabase.org/>), previously known as the Chilling Effects Clearinghouse.

21. Disclaimers; Limitation of Liability.

21.1. No Warranties. LUBR, on behalf of itself and its licensors and suppliers, expressly disclaims any and all warranties, express or implied, regarding the Website, arising by operation of law or otherwise, including without limitation any and all implied warranties of merchantability, fitness for a particular purpose, non-infringement, no encumbrance, or title, in addition to any warranties arising from a course of dealing, usage, or trade practice. Neither LUBR nor its licensors or suppliers warrants that the Website will meet your requirements, or that the operation of the Website will be

uninterrupted or error-free. LUBR disclaims all implied liability for damages arising out of the furnishing of the Website pursuant to this Agreement, including without limitation, mistakes, omissions, interruptions, delays, tortious conduct, errors, representations, or other defects arising out of the failure to furnish the Website, whether caused by acts of commission or omission, or any other damage occurring. LUBR shall not be liable for any indirect, incidental, special, consequential, or punitive damages (including without limitation damages for lost profits or lost revenues), whether caused by the acts or omissions of LUBR, Company Parties, or LUBR users, or their agents or representatives.

21.2. Your Responsibility for Loss or Damage; Backup of Data.

21.2.1. You agree that your use of the Website is at your sole risk. You will not hold LUBR or its licensors and suppliers, as applicable, responsible for any loss or damage that results from your access to and/or use of the Website, including without limitation any loss or damage to any of your computers, mobile devices, including without limitations tablets and/or smartphones, or data. The Website may contain bugs, errors, problems, or other limitations.

21.2.2. Importantly, you acknowledge that a catastrophic disk failure or other similar event could result in the loss of all of the data related to your account. You agree and understand that it is your responsibility to backup your data to your personal computer or external storage device and to ensure such backups are secure.

21.3. Limitation of Liability. In no event shall LUBR or its licensors or suppliers be liable to you for any claims arising from your use with the Website, including without limitation for special, incidental, or consequential damages, lost profits, lost data or confidential or other information, loss of privacy, costs of procurement of substitute goods or services, failure to meet any duty including without limitation of good faith or of reasonable care, negligence, or otherwise, regardless of the foreseeability of those damages or of any advice or notice given to LUBR or its licensors and suppliers arising out of or in connection with your use of the Website. This limitation shall apply regardless of whether the damages arise out of breach of contract, tort, or any other legal theory or form of action. You agree that this limitation of liability represents a reasonable allocation of risk and is a fundamental element of the basis of the bargain between LUBR and you. The Website would not be provided without such limitations.

21.4. Application of Disclaimers. The above disclaimers, waivers, and limitations do not in any way limit any other disclaimer of warranties or any other limitation of liability in any other agreement between you and LUBR or between you and any of LUBR's licensors and suppliers. Some jurisdictions may not allow the exclusion of certain implied warranties or the limitation of certain damages, so some of the above disclaimers, waivers, and limitations of liability may not apply to you. LUBR's licensors and suppliers are intended third-party beneficiaries of these disclaimers, waivers, and limitations. No advice or information, whether oral or written, obtained by you through the Website or otherwise shall alter any of the disclaimers or limitations stated in this section.

22. Your Representations and Warranties. You represent and warrant that your use of the Website will be in accordance with this Agreement and any other LUBR policies, and with any applicable laws or regulations.

23. Indemnity by You.

23.1. Without limiting any indemnification provision of this Agreement, you (the "Indemnitor") agree to defend, indemnify, and hold harmless LUBR and the Company Parties (collectively, the "Indemnitees") from and against any and all claims, actions, demands, causes of action, and other proceedings (individually, "Claim", and collectively, "Claims"), including but not limited to legal costs and fees, and providing sole and exclusive control of the defense of any action to LUBR, including

the choice of legal counsel and all related settlement negotiations, arising out of or relating to: (i) the relationship between you and LUBR, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory; (ii) your breach of this Agreement, including without limitation any representation or warranty contained in this Agreement; (iii) your access to or use of the Website; (iv) your provision to LUBR or any of the Indemnitees of information or other data; (v) your violation or alleged violation of any foreign or domestic, international, federal, state, or local law or regulation; or (vi) your violation or alleged violation of any third party's copyrights, trademarks, or other intellectual property or proprietary rights.

23.2. The Indemnitees each have the individual right, but not the obligation, to participate through counsel of their choice in any defense by you of any Claim as to which you are required to defend, indemnify, or hold harmless any, each, and/or all Indemnitees. You may not settle any Claim without the prior written consent of the concerned Company Parties.

23.3. Without limitation, the Indemnitor also agrees to compensate LUBR for any and all lost revenues, future lost profits, reasonable search costs, and any other reasonable expenses resulting from any Indemnitor violation of Section 19 (Prohibited Uses), including without limitation any suspension of affiliate accounts or affiliate payment attributable to fraudulent efforts to manipulate or otherwise modify reported impressions generated by the Company Parties under any affiliate advertising agreement.

24. Dispute Resolution.

24.1. Binding Arbitration.

24.1.1. If you and LUBR cannot resolve a Claim through negotiations, either party may elect to have the Claim finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other(s).

24.1.2. You acknowledge that without this provision, you would have the right to sue in court with a jury trial or to participate in a class action.

24.1.3. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

24.1.4. For Distributors, the arbitration shall be commenced and conducted pursuant to Section J9 of Company's Policies and Procedures. For all other persons and entities, and to the extent Section J9 is found to be unenforceable or inapplicable to you, then you understand and agree that the following will apply: The arbitration will commence under the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this Agreement, available at the AAA website www.adr.org or by calling the AAA at 1-800-778-7879. Except as otherwise provided for in this Agreement, LUBR will pay the AAA filing, administration, and arbitrator fees. If, however, the arbitrator finds that either the substance of your claim or the relief sought is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then you will pay the arbitrator fees, in addition to any amount that exceeds the filing fees. In that case, you also agree to reimburse LUBR for all payments disbursed that are your obligation to reimburse under the AAA Rules. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to resolve, except that issues relating to the enforceability of the arbitration provision are for a Court of Competent Jurisdiction to resolve. The arbitration may be conducted in person, through document submission, through telephone, or online. The arbitrator will issue a decision in writing, but need only provide a statement of reasons if requested by a party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. LUBR may litigate to compel arbitration in court, to stay proceedings pending arbitration, or to modify, confirm, vacate, or enter judgment on the award entered by the arbitrator. The arbitrator

shall award costs to the prevailing party (including, without limitation, fees, expenses, and reasonable attorneys' fees) at any time during the proceeding and upon request from either party, within 14 days of the arbitrator's ruling on the merits.

24.2. Restrictions Against Joinder of Claims.

24.2.1. You and LUBR agree that any arbitration shall be limited to each Claim individually. You and LUBR agree that each may only bring claims against the other in your or LUBR's individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

24.2.2. If this specific provision is found to be unenforceable in a Court of Competent Jurisdiction, the Claim will still be finally and exclusively resolved by binding arbitration upon the election of either party, and any election to arbitrate by one party shall be final and binding on the other(s). In addition: (1) no arbitration shall be joined with any other arbitration, and (2) there is no right for any Claim to be arbitrated on a class-action basis or to employ class action procedures, and (3) there is no right of authority for any dispute to be brought in a purported representative capacity on behalf either of the general public or any other individuals.

24.3. Remedies in Aid of Arbitration; Equitable Relief. This agreement to arbitrate will not preclude you or LUBR from seeking provisional remedies in aid of arbitration, including without limitation orders to stay a court action, compel arbitration, or confirm an arbitral award, from a Court of Competent Jurisdiction. Furthermore, this agreement to arbitrate will not preclude you or LUBR from applying to a Court of Competent Jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary. "Court of Competent Jurisdiction" means any federal or state court: (1) that has jurisdiction over the subject matter; and (2) that is located in the State of Oklahoma.

24.4. Venue for any Judicial Proceeding.

24.4.1. This Agreement, including without limitation this Agreement's interpretation, shall be treated as though this Agreement were executed and performed in the State of Oklahoma, and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its conflict of law principles. The language in this Agreement shall be interpreted in accordance with its fair meaning and not strictly for or against either party.

24.4.2. The proper venue for any judicial action arising out of, relating to, or in connection with this Agreement will be the state and federal courts located in or nearest to san Diego, Oklahoma. The parties stipulate to, and agree to waive any objection to, the personal jurisdiction and venue of such courts, and further expressly submit to extraterritorial service of process.

25. Termination.

25.1. By Company. Without limiting any other provision of this Agreement, LUBR reserves the right to, in LUBR's sole discretion and without notice or liability, deny use of the Website to any person for any reason or for no reason at all, including without limitation for any breach or suspected breach of any representation, warranty, or covenant contained in this Agreement, or of any applicable law or regulation.

25.2. Automatic Termination Upon Breach by You. This Agreement shall automatically terminate if you breach any of this Agreement's representations, warranties, or covenants. Such termination shall be automatic, and shall not require any action by LUBR.

25.3. By You. You may terminate this Agreement and your rights under it at any time, for any or no reason at all, by providing to LUBR notice of your intention to do so, in the manner required by Section 26 (Notices).

25.4. Effect of Termination.

25.4.1. Any termination of this Agreement automatically terminates all rights and licenses granted to you under this Agreement, including all rights to use the Website. Upon termination, LUBR may, but has no obligation to, in LUBR's sole discretion, rescind any services and/or delete from LUBR's systems all your Personal Information and any other files or information that you made available to LUBR or that otherwise relate to your use of the Website. Upon termination, you shall cease any use of the Website.

25.4.2. After termination, LUBR reserves the right to exercise whatever means it deems necessary to prevent your unauthorized use of the Website, including without limitation technological barriers such as IP blocking and direct contact with your Internet Service Provider.

25.5. Legal Action. If LUBR, in LUBR's discretion, takes legal action against you in connection with any actual or suspected breach of this Agreement, LUBR will be entitled to recover from you as part of such legal action, and you agree to pay, LUBR's reasonable costs and attorneys' fees incurred as a result of such legal action. The Company Parties will have no legal obligation or other liability to you or to any third party arising out of or relating to any termination of this Agreement.

25.6. Survival. Upon termination, all rights and obligations created by this Agreement will terminate, except that the following Sections will survive any termination of this Agreement: Section 1.2 (Agreement), Section 2 (Privacy Policy), Section 4 (Eligibility), Section 6 (License), Section 8 (No Reliance on Third Party Content), Section 9 (Assumption of Risk; Release), Section 10 (User Account, Accuracy, and Security), Section 15 (Third Party Websites), Section 16 (User Content), Section 17 (Your Responsibility for Defamatory Comments), Section 18 (Objectionable Content), Section 19 (Prohibited Uses), Section 20 (Intellectual Property), Section 22 (Disclaimers; Limitation of Liability), Section 22 (Your Representations and Warranties), Section 23 (Indemnity by You), Section 24 (Dispute Resolution), Section 25 (Termination), Section 26 (Notices), and Section 27 (General).

26. Notices. All notices required or permitted to be given under this Agreement must be in writing.

26.1. LUBR shall give any notice by email sent to the most recent email address, if any, provided by the intended recipient to LUBR. You agree that any notice received from LUBR electronically satisfies any legal requirement that such notice be in writing.

26.2. You bear the sole responsibility of ensuring that your email address on file with LUBR is accurate and current, and notice to you shall be deemed effective upon the sending by LUBR of an email to that address.

26.3. You shall give any notice to LUBR by email to [notices@ LevelUpBarrelRacing.com](mailto:notices@LevelUpBarrelRacing.com).

27. General.

27.1. Entire Agreement. This Agreement constitutes the entire agreement between LUBR and you concerning your use of the Website.

27.2. Partial Invalidity. Should any part of this Agreement be declared invalid, void, or unenforceable by a Court of Competent Jurisdiction, such decision shall not affect the validity of any remaining portion of this Agreement, which shall remain in full force and effect, and the parties acknowledge and agree that they would have executed the remaining portion without including the part so declared by a Court of Competent Jurisdiction to be invalid, void, or unenforceable.

27.3. Amendments. This Agreement may only be modified by a written amendment signed by an authorized executive of LUBR, or by the unilateral amendment of this Agreement by LUBR along with the posting by LUBR of that amended version.

27.4. No Waiver. A waiver by either party of any term or condition of this Agreement, or any breach, in any one instance, will not waive that term or condition or any later breach.

27.5. Assignment. This Agreement and all of your rights and obligations under it will not be assignable or transferable by you without the prior written consent of LUBR. This Agreement will be binding upon and will inure to the benefit of the parties, their successors, and permitted assigns.

27.6. Independent Contractors. You and LUBR are independent contractors, and no agency, partnership, joint venture, or employee-employer relationship is intended or created by this Agreement.

27.7. No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement, with the following exceptions: the Company Parties; LUBR's licensors and suppliers (to the extent expressly stated in this Agreement); and to the extent stated in the following Sections: Section 8 (No Reliance on Third Party Content), Section 15 (Third Party Websites), and Section 21.4 (Application of Disclaimers).

27.8. Injunctive Relief. You acknowledge and agree that any actual or threatened breach of this Agreement or infringement of proprietary or other third-party rights by you would cause irreparable injury to LUBR and LUBR's licensors and suppliers, and would therefore entitle LUBR or LUBR's licensors or suppliers, as the case may be, to injunctive relief.

27.9. Headings. The headings in this Agreement are for convenience only, and shall have no legal or contractual effect.