



## Terms of Service for Text Message Communication

Last Updated: September 5, 2023

These Terms of Service ("Terms") govern the use of text message communication services ("Service") provided by Five Rivers Cattle Feeding, LLC ("Company," "we," "us," or "our"). By using the Service, you agree to these Terms and our Privacy Policy, which is incorporated into these Terms by reference. If you do not agree to these Terms, please do not use the Service.

### 1. Acceptance of Terms

By using the Service, you affirm that you are of legal age to enter into these Terms or have obtained parental or guardian consent. If you are accepting these Terms on behalf of a company or other legal entity, you represent that you have the authority to bind that entity to these Terms.

### 2. Service Description

Our Service is designed primarily for the purpose of verifying the identity of individuals who wish to communicate with us. Through our Service, users can send and receive text messages via various channels, including SMS (Short Message Service), MMS (Multimedia Messaging Service), and instant messaging platforms.

### 3. User Responsibilities

You agree to use the Service responsibly and in compliance with all applicable laws and regulations. You further agree not to:

- a. Send spam or unsolicited messages.
- b. Transmit any content that violates intellectual property rights, privacy, or other rights of third parties.
- c. Transmit any content that is unlawful, harmful, abusive, defamatory, obscene, or otherwise objectionable.
- d. Attempt to gain unauthorized access to the Service or any associated systems or networks.
- e. Use the Service for any illegal or unauthorized purpose.

### 4. Privacy

Your use of the Service is also governed by our Privacy Policy, which outlines how we collect, use, and protect your information. By using the Service, you consent to the practices described in the Privacy Policy.

### 5. Intellectual Property

All content, including text, images, and trademarks provided through the Service, are the property of the Company or its licensors and are protected by intellectual property laws. You may not use our content without express permission.

### 6. Termination

We reserve the right to terminate or suspend your access to the Service at our discretion, without notice, for any reason, including if we believe you have violated these Terms.

### 7. Changes to Terms

We may modify these Terms at any time by posting the updated Terms on our website. Your continued use of the Service after any changes constitute your acceptance of the updated Terms.



#### 8. Disclaimers and Limitation of Liability

The Service is provided "as is" without warranties of any kind, either express or implied. To the fullest extent permitted by law, we disclaim all warranties and shall not be liable for any damages arising from your use of the Service.

#### 9. Governing Law and Dispute Resolution

These Terms are governed by the laws of the State of Colorado. Any disputes arising from or relating to these Terms shall be resolved through arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### 10. Contact Information

If you have any questions or concerns about these Terms or the Service, please contact us at (970) 408-0303.