

TERMS AND CONDITIONS OF USE

This website (the “Site”) and all materials, information, documents, animations, software, files, text, graphics, designs, images, photographs, videos, audio clips, illustrations, names, logos, trademarks, service marks, communications and products on the Site (collectively “Materials”) are provided to you by SoMo, Inc. (“SoMo”). By using this Site, and by downloading, installing, or using any Materials, you agree to comply with and be bound by the following Terms and Conditions of Use that govern your use of the Site and your relationship with SoMo. If you do not agree to these Terms and Conditions of Use, do not access this Site. Your use of this Site indicates that you accept these Terms and Conditions of Use. The term “us” or “we” or “our” in these Terms and Conditions of Use refers to SoMo. The term “you” refers to the user or viewer of this Site.

INTELLECTUAL PROPERTY

This Site and the Materials displayed on or contained within this Site are the property of SoMo or its licensors and are protected by copyright, trademark and other intellectual property rights, laws and treaties. You are strictly prohibited from copying, distributing, using, or publishing any portion of this Site or the Materials except as authorized in these Terms and Conditions of Use.

RESTRICTIONS ON USE

You agree not to remove, alter or change any copyright notice or other proprietary notice contained in the Site and Materials. You agree not to remove, decompile, disassemble or reverse engineer any Site software, or disassemble, decompile, reverse engineer, modify or otherwise reduce the computer file in which the Materials are stored to a human-readable form. You agree not to circumvent, avoid, bypass, remove, deactivate, impair or otherwise defeat any encryption, rights signaling or copy protection technology in which the Materials are contained, or attempt to do so. You further agree not to use the Site and Materials in any manner that violates applicable state, federal or international law, or the intellectual property or other rights of SoMo or any third parties. Unauthorized use of the Site or Materials may subject you to civil liability, damages claims and/or criminal penalties.

THIRD-PARTY PRODUCTS, SERVICES AND WEBSITES

This Site may mention third-party products and services or contain links to third-party websites. SoMo makes no recommendations or endorsements about such products, services and websites. Any content contained on such third-party websites is solely the content of the website owner, and SoMo does not endorse such content or assume any liability for such content.

DISCLAIMER

THIS SITE AND THE MATERIALS ARE PROVIDED “AS-IS” AND ON AN “AS-AVAILABLE” BASIS. SOMO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, ERROR-FREE OR UNINTERRUPTED SERVICE, AND ACCURACY, COMPLETENESS AND CURRENCY OF INFORMATION. WE MAKE NO WARRANTIES THAT THE SITE AND/OR MATERIALS WILL BE FREE OF BUGS, ERRORS AND PROBLEMS, OR THAT WE WILL CORRECT ANY DEFECTS. NO ORAL OR WRITTEN ADVICE OR INFORMATION OBTAINED BY YOU FROM US SHALL CREATE A WARRANTY OR REPRESENTATION. WE SHALL HAVE NO

LIABILITY IN CONNECTION WITH YOUR USE OF THIS SITE OR ANY MATERIALS, INCLUDING WITHOUT LIMITATION LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, OR LITIGATION), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, NEGLIGENCE, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You agree to indemnify and hold harmless SoMo, its members, officers, directors, employees, agents, licensees, representatives, successors, assigns and affiliates from and against all claims, loss, liability, injury, damage, costs and expenses (including attorney fees) arising out of or in connection with (a) your breach of these Terms and Conditions of Use and (b) your use of the Site and Materials.

REGISTRATION

You may register with the Site and create an account in order to purchase Services from us or use certain areas of the Site. You must agree to these Terms and Conditions of Use in order to register and create an account, and your registration constitutes your acceptance of these Terms and Conditions of Use. You agree that any registration information that you provide to us will be accurate, current, and complete information about yourself, and you agree to maintain and update such information in order to keep it current at all times. An account may be used by, and access to the Site shall be granted through the account to, only the registered user and no account may be used by multiple users. You are solely responsible for the management of your account and your password, and you are responsible for any fees or charges for our Services that are incurred through or in connection with your account. We shall not be responsible for questioning, challenging, or informing you of any use of your account or password and shall not be liable for any unauthorized use of your account or password.

SERVICES

If you request our Services electronically through our Site, your right to Services is conditioned upon your payment of the applicable fee plus any ancillary charges and applicable taxes (collectively the "Fee") and agreement with these Terms and Conditions. In order for us to provide the Services, you must provide us with your credit card or check card information ("Card") for payment of the Fee. By submitting the Fee for the Services, you authorize us or our agent to charge your Card the applicable Fee. You are solely responsible for any Fees charged to your Card, as well as any overdraft fees, insufficient funds fees, and credit limit fees that you may incur from a financial institution.

PRIVACY POLICY

Our Privacy Policy is a part of these Terms and Conditions of Use and is incorporated herein by this reference. You may access the Privacy Policy by clicking this link: <https://somofarmandranch.com/wp-content/uploads/2023/10/Privacy-Policy-for-SMS-texting.pages>

AMENDMENTS AND MODIFICATIONS

Only SoMo may amend or modify these Terms and Conditions of Use. We may amend or modify these Terms and Conditions of Use and the Privacy Policy at any time in our sole

discretion, with or without notice to you. Such amendments and modifications shall be effective upon posting on the Site. You are responsible for periodically reviewing these Terms and Conditions of Use and the Privacy Policy, and your continued use of the Site following the effective date of any amendment or modification shall indicate your acceptance of the amended and/or modified Terms and Conditions of Use and Privacy Policy.

GENERAL

These Terms and Conditions of Use shall be effective until terminated by SoMo. SoMo reserves the right to terminate these Terms and Conditions of Use and/or your right to use this Site at any item in our sole discretion. These Terms and Conditions of Use shall survive the termination thereof or of your right to use the Site, for any reason.

These Terms and Conditions of Use shall be governed by and construed in accordance with the laws of the state of Missouri, without regard to its conflict of law provisions, and the United States of America. Any dispute under or in connection with these Terms and Conditions of Use or your use of the Site shall be subject to, and you hereby submit to, the exclusive jurisdiction of and the personal jurisdiction within the state and federal courts within Greene County, Missouri. In the event SoMo is required to bring any action at law or in equity against you to enforce any of the terms hereof and prevails, you agree to pay to SoMo all costs, fees and expenses, including reasonable attorney fees, incurred by SoMo in connection with such action.

These Terms and Conditions of Use constitute the entire agreement between you and SoMo with regard to the matters set forth herein, and supersede all prior representations and agreements, oral or written. The subject headings of the paragraphs and subparagraphs of these Terms and Conditions of Use are included for the purpose of convenience only and shall not affect the construction or interpretation of any of its provisions. If any provision of these Terms and Conditions of Use is adjudged by any court of law to be void or unenforceable, in whole or in part, such adjudication shall not be deemed to affect the validity of the remainder of the Terms and Conditions of Use, including any other provision, paragraph, or subparagraph. Each provision, paragraph, and subparagraph of these Terms and Conditions of Use is separable from every other provision, paragraph, and subparagraph and constitutes a separate and distinct covenant.

The failure in one or more instances of SoMo to insist upon performance of any of the terms, conditions and covenants set forth in these Terms and Conditions of Use, or the failure of SoMo to exercise any right or privilege conferred herein, shall not be construed thereafter as waiving its right to insist upon the performance of such terms, conditions and covenants or the right to exercise such rights and privileges, which rights shall continue and remain in full force and effect as if no forbearance had occurred.

You may not assign your rights or obligations under these Terms and Conditions of Use without the prior written consent of SoMo. Any attempted assignment or transfer without such prior written consent from SoMo shall be null and void. These Terms and Conditions of Use shall be binding on, and shall inure to the benefit of, the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

Last modified October 2023.