

TERMS OF USE

These Website Terms of Use (Terms of Use) explain the contractual agreement between our customers and visitors (you, your) using this website (www.hillcountryindoor.com and associated pages) and Kent Real Estate II, LP, (Hill Country Indoor, HCI, we, us, our) regarding your use of the HCI Website. If you do not accept these Terms of Use, you are not authorized to use the HCI Website. Your continued use is your automatic agreement to the applicable provisions in these Terms of Use.

We recommend that you review these Terms of Use. You may also print a copy for your records.

Background

We provide certain information about our products and services on the HCI Website. We may add, delete or modify some or all of our services and information at any time.

Information Posted On Our Site

Information on the HCI Website is provided AS IS and may contain technical inaccuracies or typographical errors. Hill Country Indoor does not guarantee and is not responsible for the accuracy or any links to information provided on the HCI Website, and we do not guarantee that any such information is current. Information may be changed or updated without notice. Hill Country Indoor may also make changes to the products and services described on the HCI Website at any time without notice.

Updates To Terms Of Use

We may change these Terms of Use at any time by posting the updated Terms of Use on the HCI Website. Your continued use of the HCI Website after the posting of the updated Terms of Use constitutes automatic acceptance of the updated Terms of Use. You may only amend these Terms of Use by receiving written consent from Hill Country Indoor.

System Integrity

You may not use any device, software or routine, malicious code or repeated hacks or attacks on web server(s), intended to damage or interfere with the proper working of the HCI Website or to surreptitiously intercept or expropriate any system, data or personal information from the HCI Website. You may not take any action which imposes an unreasonable or disproportionately large load on our infrastructure, including but not limited to denial of service attacks, spam, or any other such unsolicited overload technique.

Privacy

The Hill Country Indoor [Privacy Policy](#), which is posted on the HCI Website, is a part of these Terms of Use. We may also update the Privacy Policy from time to time. If at any time you are not in compliance with the Privacy Policy, we have the right to terminate your rights of use and access to the HCI Website. Unfortunately, we cannot ensure that all personal information will never be disclosed in ways not described in the Privacy Policy. We may be required by law to disclose information to government authorities, law enforcement or to third parties upon subpoena, and you authorize us to disclose information as we believe, in our sole discretion, is necessary or appropriate.

Our Relationship

Nothing contained in these Terms of Use will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between

you and Hill Country Indoor. These Terms of Use are an agreement between you and us and are not intended to be for the benefit of any other party.

Ownership

The HCI Website and all intellectual property rights included in or related to the HCI Website (including but not limited to copyrights, trademarks and service marks), are owned or licensed by us, and all right, title and interest in the HCI Website and the related intellectual property rights remain our property (or the property of the respective licensors). You may not, and these Terms of Use do not give you permission to, reproduce, reverse engineer, decompile, disassemble, modify or create derivative works with respect to the HCI Website. You may not remove any copyright, trademark or other intellectual property or proprietary notice or legend contained on the HCI Website, including its content.

Laws And Regulations

You must comply with all applicable laws, statutes, ordinances and regulations regarding: (i) use of the HCI Website; and (ii) release of information to and retrieval of information from the HCI Website and any HCI database. To the extent that any applicable taxes apply to your use of the HCI Website, you are responsible for the payment of such taxes.

Termination Of Use

If at any time you are not in compliance with these Terms of Use, or if we are unable to verify or authenticate any information you release to us, we have the right to terminate your rights of use and your access to the HCI Website. We also have the right to terminate your use at our discretion, for any reason or no reason.

Governing Law And Jurisdiction

The HCI Website is operated by us from our office in Bee Cave, Texas, USA. It can be accessed across the United States, as well as from countries around the world. As each of these places has laws that may differ from those of the State of Texas, by accessing the HCI Website, you agree that these Terms of Use and your use of the HCI Website shall be governed in all respects by the internal substantive laws of the State of Texas, United States of America, without regard to conflict of law provisions. Hill Country Indoor makes no representation that materials on the HCI Website are appropriate or available for use in other locations, and accessing them from territories where their contents are illegal is prohibited. If you choose to access this site from another location, you do so on your own initiative and are responsible for compliance with local laws.

These Terms of Use shall be interpreted, construed, and governed according to the law of the State of Texas. Any civil action or legal proceeding arising out of or relating to these Terms of Use shall be brought in the courts of record of the State of Texas in Travis County or the United States District Court for such location. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

Notice

Except as explicitly stated otherwise or required by law, you shall provide any notices to Hill Country Indoor by e-mail to us at info@hillcountryindoor.com. Upon your request, you may have these Terms of Use sent to you by e-mail. Please contact Hill Country Indoor to resolve a complaint regarding any aspect of service relating to this Website via phone (512-263-4144) or email (info@hillcountryindoor.com).

Limitation Of Liability

We will also not have any liability for any loss of data or transactions resulting from delays, non-deliveries, mis-deliveries or service interruptions caused by us, any third party acts or any other web host provider or the Internet infrastructure and network external to the HCI Website.

In no event shall Hill Country Indoor be liable for any direct, indirect, consequential, incidental, special, punitive or exemplary damages, or for any loss of profits or revenue, related to your use or inability to use the website regardless of whether we knew or should have known of the possibility of such damages.

The limitations of liability provided in these Terms of Use inure to the benefit of Hill Country Indoor, our affiliates and to all of our respective officers, directors, employees, attorneys and agents. Some jurisdictions do not permit the disclaimers and limitations contained in these Terms of Use, in which case they are not applicable to you.

Severability

If any provision of these Terms of Use shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of these Terms of Use is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Headings

The headings of the sections contained herein are for convenience only and do not define, limit, or construe the contents of such sections or these Terms of Use.

Other General Provisions

Our failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches. These Terms of Use, and all writings and web pages incorporated by reference into these Terms of Use, set forth the complete and exclusive statement of the entire agreement between us with respect to the subject matter hereof.

BY USING THE HCI WEBSITE AND/OR ANY AFFILIATED WEBSITES, YOU ACCEPT AND AGREE TO THESE TERMS OF USE.