

TERMS OF SERVICE AGREEMENT

PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IT IS THE RESPONSIBILITY OF YOU, THE USER, CUSTOMER, OR PROSPECTIVE CUSTOMER TO READ THE TERMS AND CONDITIONS BEFORE PROCEEDING TO USE THIS SITE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES OR OUR SERVICES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF 06/30/2017.

ACCEPTANCE OF TERMS

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with Blue Springs Ranch, Inc and Blue Springs Trail Rides, located at 1246 Blue Springs Road, Bourbon, Missouri 65441 and our subsidiaries and affiliates, in association with the use of the website, which includes www.vacationbsr.com, (the "Site") and its Services, which shall be defined below.

DESCRIPTION OF WEBSITE SERVICES OFFERED

The Site is an e-commerce website reservation which has the following description: The purpose of this website is a on-line reservations system for outdoor activities such as floating, trail rides, zip line, lodging in cabins and camping. Any and all visitors to our site shall be deemed as "users" of the herein contained Services provided for the purpose of this TOS. The user acknowledges and agrees that the Services provided and made available through our website and applications, which may include some mobile applications and that those applications may be made available on various social media networking sites and numerous other platforms and downloadable programs, are the sole property of Blue Springs Ranch, Inc. At its discretion, Blue Springs Ranch, Inc may offer additional website Services and/or products, or update, modify or revise any current content and Services, and this Agreement shall apply to any and all additional Services and/or products and any and all updated, modified or revised Services unless otherwise stipulated. Blue Springs Ranch, Inc does hereby reserve the right to cancel and cease offering any of the afore mentioned Services and/or products. You, as the end user acknowledge, accept and agree that Blue Springs Ranch, Inc shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Services provided, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this Agreement and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, revised or modified terms, you must stop using the provided Services forthwith.

Furthermore, the user understands, acknowledges and agrees that the Services offered shall be provided "AS IS" and as such Blue Springs Ranch, Inc shall not assume any responsibility

or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

PRIVACY POLICY

Every member's registration data and various other personal information are strictly protected by the Blue Springs Ranch, Inc Online Privacy Policy (see the full Privacy Policy at www.vacationbsr.com). As a member, you herein consent to the collection and use of the information provided, including the transfer of information within the United States and/or other countries for storage, processing or use by Blue Springs Ranch, Inc and/or our subsidiaries and affiliates.

ELECTRONIC COMMUNICATION

Upon registration, you hereby acknowledge that by using www.vacationbsr.com to send electronic communications, which would include, but are not limited to, email, searches, instant messages, uploading of files, photos and/or videos, you will be causing communications to be sent through our computer network. Therefore, through your use, and thus your agreement with this TOS, you are acknowledging that the use of this Service shall result in interstate transmissions.

INDEMNITY

All users herein agree to insure and hold Blue Springs Ranch, Inc, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable for any claim or demand, which may include, but is not limited to, reasonable attorney fees made by any third party which may arise from any content a user of our site may submit, post, modify, transmit or otherwise make available through our Services, the use of Services or your connection with these Services, your violations of the Terms of Service and/or your violation of any such rights of another person.

COMMERCIAL REUSE OF SERVICES

The user herein agrees not to replicate, duplicate, copy, trade, sell, resell nor exploit for any commercial reason any part, use of, or access to 's sites.

MODIFICATIONS

Blue Springs Ranch, Inc shall reserve the right at any time it may deem fit, to modify, alter and or discontinue, whether temporarily or permanently, our service, or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Services, or any part thereof.

ADVERTISERS

Any correspondence or business dealings with, or the participation in any promotions of, advertisers located on or through our Services, which may include the payment and/or delivery of such related goods and/or Services, and any such other term, condition, warranty and/or representation associated with such dealings, are and shall be solely between you and

any such advertiser. Moreover, you herein agree that Blue Springs Ranch, Inc shall not be held responsible or liable for any loss or damage of any nature or manner incurred as a direct result of any such dealings or as a result of the presence of such advertisers on our website.

LINKS

Either Blue Springs Ranch, Inc or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such external sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third party sites or resources. Furthermore, you acknowledge and agree that Blue Springs Ranch, Inc shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or Services made available on or through any such site or resource.

PROPRIETARY RIGHTS

You do hereby acknowledge and agree that Blue Springs Ranch, Inc's Services and any essential software that may be used in connection with our Services ("Software") shall contain proprietary and confidential material that is protected by applicable intellectual property rights and other laws. Furthermore, you herein acknowledge and agree that any Content which may be contained in any advertisements or information presented by and through our Services or by advertisers is protected by copyrights, trademarks, patents or other proprietary rights and laws. Therefore, except for that which is expressly permitted by applicable law or as authorized by Blue Springs Ranch, Inc or such applicable licensor, you agree not to alter, modify, lease, rent, loan, sell, distribute, transmit, broadcast, publicly perform and/or created any plagiaristic works which are based on Blue Springs Ranch, Inc Services (e.g. Content or Software), in whole or part. Blue Springs Ranch, Inc herein has granted you personal, non-transferable and non-exclusive rights and/or license to make use of the object code or our Software on a single computer, as long as you do not, and shall not, allow any third party to duplicate, alter, modify, create or plagiarize work from, reverse engineer, reverse assemble or otherwise make an attempt to locate or discern any source code, sell, assign, sublicense, grant a security interest in and/or otherwise transfer any such right in the Software. Furthermore, you do herein agree not to alter or change the Software in any manner, nature or form, and as such, not to use any modified versions of the Software, including and without limitation, for the purpose of obtaining unauthorized access to our Services. Lastly, you also agree not to access or attempt to access our Services through any means other than through the interface which is provided by Blue Springs Ranch, Inc for use in accessing our Services.

HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING OUR SERVICES: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

RELEASE

In the event you have a dispute, you agree to release Blue Springs Ranch, Inc (and its officers, directors, employees, agents, parent subsidiaries, affiliates, co-branders, partners and any other third parties) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, suspected or unsuspected, disclosed and undisclosed, arising out of or in any way connected to such dispute.

NOTICE

Blue Springs Ranch, Inc may furnish you with notices, including those with regards to any changes to the TOS, including but not limited to email, regular mail, MMS or SMS, text messaging, postings on our website Services, or other reasonable means currently known or any which may be herein after developed. Any such notices may not be received if you violate any aspects of the TOS by accessing our Services in an unauthorized manner. Your acceptance of this TOS constitutes your agreement that you are deemed to have received any and all notices that would have been delivered had you accessed our Services in an authorized manner.

TRADEMARK INFORMATION

You herein acknowledge, understand and agree that all of the Blue Springs Ranch, Inc trademarks, copyright, trade name, service marks, and other Blue Springs Ranch, Inc logos and any brand features, and/or product and service names are trademarks and as such, are and shall remain the property of Blue Springs Ranch, Inc. You herein agree not to display and/or use in any manner the Blue Springs Ranch, Inc logo or marks without obtaining Blue Springs Ranch, Inc's prior written consent.

COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES

Blue Springs Ranch, Inc will always respect the intellectual property of others, and we ask that all of our users do the same. With regards to appropriate circumstances and at its sole discretion, Blue Springs Ranch, Inc may disable and/or terminate the accounts of any user who violates our TOS and/or infringes the rights of others. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide to us the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the site which you allege has been infringing upon your work;
- d) Your physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;

f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is truthful and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The Blue Springs Ranch, Inc Agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:

Blue Springs Ranch, Inc

Attn: Copyright Agent

1246 Blue Springs Road

Bourbon, Missouri 65441

Telephone: 1-800-333-8007

Fax: 573-732-4269

Email: bsr@floatbsr.com

GENERAL INFORMATION

ENTIRE AGREEMENT

This TOS constitutes the entire agreement between you and Blue Springs Ranch, Inc and shall govern the use of our Services, superseding any prior version of this TOS between you and us with respect to Blue Springs Ranch, Inc Services. You may also be subject to additional terms and conditions that may apply when you use or purchase certain other Blue Springs Ranch, Inc Services, affiliate Services, third-party content or third-party software.

CHOICE OF LAW AND FORUM

It is at the mutual agreement of both you and Blue Springs Ranch, Inc with regard to the TOS that the relationship between the parties shall be governed by the laws of the state of Missouri without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and Blue Springs Ranch, Inc, shall be filed within the courts having jurisdiction within the County of Crawford, Missouri or the U.S. District Court located in said state. You and Blue Springs Ranch, Inc agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

VIOLATIONS

Please report any and all violations of this TOS to Blue Springs Ranch, Inc as follows:

Mailing Address:

Blue Springs Ranch, Inc

1246 Blue Springs Road

Bourbon, Missouri 65441

Telephone: 1-800-333-8007

Fax: 573-732-4269

Email: bsr@floatbsr.com