

WEBSITE TERMS OF USE

Please read these Website Terms of Use (“Terms”) carefully before using this website (“Site”). Using this Site indicates that you accept these Terms. If you do not accept these Terms, do not use this Site.

General. This Site is owned and operated by Cowgirl Chicks Inc. [Is this the proper name of the website owner and operator?] (“Cowgirl Chicks”). Cowgirl Chicks reserves the right to revise or remove any part of the Terms in its sole discretion at any time and without prior notice to you by updating this posting. You thus should visit this page periodically for changes. This Site is continually under development and changes in this Site may be made at any time. Any changes are effective upon posting to this Site. If you disagree with the Terms, your sole remedy is to discontinue your use of this Site. Your continued use after a change has been posted constitutes your acceptance of those changes.

Site Security. You are prohibited from violating, or attempting to violate, the security of this Site. Any such violations may result in criminal and/or civil penalties against you. Cowgirl Chicks will investigate any alleged or suspected violations and if a criminal violation is suspected, we will cooperate with law enforcement agencies in their investigations.

Other Prohibited Activities. In using this Site, you must also not:

- Send or otherwise transmit to or through this Site any unlawful, infringing, harmful, harassing, defamatory, threatening, vulgar, sexually explicit, hateful or otherwise objectionable material of any kind;
- Misrepresent your identity or affiliation in any way;
- Violate any applicable laws or regulations; or
- Assist or permit any persons in engaging in any of the activities described above.

User-Submitted Information. You must exercise caution, good sense and sound judgment in using this Site. You are responsible for any material you transmit to or through the Site or to us through email. You agree, represent and warrant that any information you transmit to or through the Site or to us through email is truthful, accurate, not misleading and offered in good faith, and that you have the right to transmit such information. Certain information submitted by you, or otherwise collected from you, is subject to Cowgirl Chicks privacy policy, available on this website.

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Indemnity. You agree to indemnify, defend and hold Cowgirl Chicks and its directors, employees, agents and contractors harmless from and against any and all claims, damages, losses, costs (including without limitation reasonable attorneys’ fees) or other expenses that arise directly or indirectly out of or from (i) your breach of any provision of these Terms; or (ii) your activities in connection with this Site.

Children. This website is a general audience site, although it contains information that may be of interest to children. However, Cowgirl Chicks does not seek through this website to gather personal information from or about persons under the age of 13.

Privacy. Use of this Site is also governed by Cowgirl Chick’s privacy policy, available in the footer of this Site.

Other. These Terms shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any principles of conflicts of law. If any provision of these Terms is unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties relating to the subject matter herein and shall not be modified except in writing.

If you have any questions or complaints regarding these Terms, please submit your questions or complaints via an email to cowgirlcure@aol.com [Is this the best email address?], or via a letter to Cowgirl Chicks Inc., [Insert address]. We will endeavor to respond to you promptly.

PRIVACY POLICY

The following sets forth the privacy practices and policies of Cowgirl Chicks Inc. [Is this the proper name of the website owner and operator?] (“Cowgirl Chicks”), specifying what information about you that we collect, as well as how that information is used, maintained, and, in some cases, shared.

We will collect information about you when you register to purchase items from our online store, when you register to receive our newsletter, when you transmit information to us via our website or by email, and when you otherwise use this website. By doing any of the foregoing, you assent to this privacy policy. If you do not agree with the terms of this policy, please do not engage in any of these activities.

As described in greater detail below, we will store and use information about you, including information about where and when you browse on our website, to continually improve the quality of our business and this website.

[From time to time we will disclose, and may sell, to unaffiliated third parties information that we collect about you] **OR** [We will not sell or disclose to unaffiliated third parties without your consent information that we collect about you, except as otherwise provided in this policy.] [Note: If there is any chance you will ever disclose this information, you should use the first option instead of the second option.]

INFORMATION COLLECTED ABOUT YOU AND OUR USE OF SUCH INFORMATION

The following describes the types of personal and other information we may collect about you, and how we use and maintain that information:

Contact Information

We collect your contact information when you register on our website to purchase items from our online store, when you register for our newsletter, and when you transmit such information to us via our website, by email, or otherwise. Specifically, we may collect and store in a database your name, mailing address, and email address, and may also collect and store your phone number. [Do you store anything else?]

We use this information to contact you with regard to your purchase or our newsletter. We also use this information to respond to any inquiries you may submit to us. In addition, we may use this information to send you periodic publications or news associated with Cowgirl Chicks, unless you inform us that you opt out from receiving such communications via email. We also use your contact information to operate this website. [Is there anything else you might use the information for?]

Website Information

Our website collects aggregate information site-wide, including anonymous site stats. Our website also employs browser cookies to store users' preferences and record session information. In addition, when you visit our website our system automatically collects domain names, your IP

address and the type of browser that you use. When you browse our website, our systems log the Cowgirl Chicks web pages that you visit. None of this information is used to identify the individual identities of our website users. [Is this an accurate description of the information that is collected?]

Information from Promotions

We will collect information you give us if you participate in a Cowgirl Chicks promotion, such as a contest. You may be asked to provide your name and email address, and possibly other information such as your mailing address and telephone number.

We will store this information in our database and will use it to communicate with you about the promotion. We may also use this information to send you periodic publications or news associated with Cowgirl Chicks in the future, unless you inform us that you opt out from receiving such communications.

Other Information

We may retain any data you provide to us in an email or other inquiry, for the purpose of tracking the types of questions that we receive.

WHEN YOUR INFORMATION WILL BE SHARED OR DISCLOSED

We may provide your name, mailing address, and email address to affiliates of Cowgirl Chicks for use in the marketing and promotion of Cowgirl Chicks. If you send us an email, we may disclose your name, email address, other contact information and the text of your emails by posting your email in this website's Guestbook. [We may disclose to unaffiliated third parties without your consent information about you that we collect. Such third parties may use this information to promote their products and services to you. **Note: If there is any chance you will ever disclose this information, you should leave this in; otherwise, you can delete this portion.*]

We will comply with any subpoenas, court orders or other legal processes for any of the information about you in our possession, and we may use such information to establish or exercise our legal rights, or to defend against legal claims.

In addition, information about you in our possession may be disclosed as part of any merger, acquisition, sale of company assets, or transition of service to another provider, as well as in the unlikely event of insolvency, bankruptcy, or receivership in which your personal information would be transferred as one of the business assets of the company. Cowgirl Chicks does not guarantee that any entity receiving such information in connection with one of these transactions will comply with all terms of this policy.

THIRD PARTY INFORMATION

You agree that you have provided notice to, and obtained consent from, any third party individuals whose personal information you supply to us with regard to: (a) the purposes for which such third party's personal information has been collected; (b) the intended recipients or categories of recipients of the third party's personal information; (c) which of the third party's

information is obligatory and which information, if any, is voluntary; and (d) how the third party can access and, if necessary, rectify the information held about them.

CHILDREN'S PRIVACY

Although our website may be accessed by children under the age of 13, we will not knowingly collect or use any personal information from such children. If we become aware that we have collected any personal information from children under 13, we will promptly delete such information from our databases.

OTHER WEBSITES

For your convenience, this website may contain links to other websites, or you may be otherwise referred to other websites, including some websites administered by Cowgirl Chicks or administered by other companies on behalf of Cowgirl Chicks, as well as to websites unrelated to Cowgirl Chicks. This privacy policy does not apply to these linked websites. Each website should be checked for its own privacy policy.

CHANGES TO THIS POLICY

Cowgirl Chicks may update this privacy policy from time to time. In the event that Cowgirl Chicks merges with, or is acquired by another company, a change to this privacy policy may result. Whenever a change to this policy is significant, we will place a prominent notice on this website.

GOVERNING LAW

By choosing to visit this website or otherwise provide information to Cowgirl Chicks, you agree that any dispute over privacy or the terms contained in this privacy policy will be governed by the laws of the State of Texas. You also agree to arbitrate such disputes and to abide by any limitation on damages contained in our Terms of Use or other agreement we have with you.

UPDATE INFORMATION / SUGGESTIONS

If you would like to update or correct any information that you have provided to Cowgirl Chicks through your use of this website or otherwise, or you have suggestions for improving this privacy policy, please send an email to cowgirlcure@aol.com. [Is this the best address?]