

THE EWING HALSELL FOUNDATION

~To help those less fortunate by improving the quality of life for Texans~

Terms of Use

Thank you for visiting the website of The Ewing Halsell Foundation (the “Foundation” or “we” or “our”). We hope that you will find our website (“this website”), located at <www.ewinghalsell.org> an informative and convenient place to learn about the Foundation and Mr. Ewing Halsell.

These Terms of Use govern your use of this website, so please carefully read the provisions below. Please understand that we are required by law to put some of the words in all capital letters. By continuing to use this website, you agree to these Terms of Use.

Intellectual Property

We provide this website and its contents to you free of charge for your convenience; therefore we ask that you please respect our intellectual property. For example, the content of this website is subject to one or more copyrights which belong to the Foundation or the Foundation’s licensors, and any unauthorized use of this website and/or its contents may violate copyright and other laws. Likewise, trademarks are displayed on this website. Our provision of this website should not be construed as granting any license or right to use any trademark so displayed. Of course, you may perform basic printing functions to facilitate your use of this website, but you may not otherwise download, copy, print or reproduce this website or any part of this website. We reserve the right to enforce our intellectual property rights to the fullest extent of the law.

Links to Third-Party Sites

For your convenience, we may provide links to one or more Internet-available resources created or operated by third-parties that we believe may be helpful to this website’s visitors. Links on this website to third-party sites are provided for your convenience and to facilitate your use of this website. However, we do not control or sponsor the third-party sites, and therefore cannot be responsible for or endorse their content, functionalities, information, goods, services or other materials, or any results that may be obtained from using them. Further, if you use the links we provide to the third-party sites, you will leave this website and one or more of the third-party

THE EWING HALSELL FOUNDATION

~To help those less fortunate by improving the quality of life for Texans~

sites may collect information from you, so it is important to carefully review their the terms of use and privacy policies.

Informational Site/No Liability

This website is provided for informational purposes, and is not intended to provide tax, accounting, legal, or other advice. Further, nothing on this website should be construed as providing any assurance or promise of any service, grant or other financial or pecuniary benefit; you should consult your own professionals to assist you in any effort to obtain any such service, grant, or other financial or pecuniary benefit.

Neither the Foundation nor any other party involved in creating, producing or delivering this website or any content thereof will be liable for any direct, incidental, consequential, indirect or punitive damages arising out of your access to, or use of, this website. TO THE EXTENT PERMITTED BY LAW, EVERYTHING ON THIS WEBSITE IS PROVIDED TO YOU “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, PRIVACY, SECURITY, ACCURACY, COMPLETENESS, TIMELINESS, AVAILABILITY OR NON-INFRINGEMENT.

As always, there are some risks to your computer, network, and information (e.g., viruses, worms, and identity theft) that arise from your use of the Internet, and you should take appropriate measures to protect yourself against such risks.

Although we are happy to provide you information through this website as we can, we cannot guarantee that the website will always be available to you in its current form (or otherwise). Further, from time to time we may modify this website or its contents.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT AND UNDER NO LEGAL THEORY (CONTRACT, WARRANTY, TORT OR OTHERWISE) WILL THE FOUNDATION OR ITS FOUNDERS, AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR LICENSORS BE LIABLE FOR ANY DIRECT,

THE EWING HALSELL FOUNDATION

~To help those less fortunate by improving the quality of life for Texans~

INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES INCURRED BY YOU AND IN ANY WAY ARISING OUT OF OR RELATED IN ANY WAY TO THESE TERMS OF USE OR YOUR USE OF THIS WEBSITE (INCLUDING, WITHOUT LIMITATION, YOUR USE OF, OR INABILITY TO USE, THIS WEBSITE OR ANY PART THEREOF OR ANY DAMAGES YOU MAY INCUR IN CONNECTION WITH ANY DECISION MADE, ACTION, OR INACTION, TAKEN BY YOU OR ANY OTHER PARTY, IN RELIANCE UPON THE INFORMATION OR FOR THE RELIABILITY, ACCURACY, COMPLETENESS OR TIMELINESS THEREOF, OR FOR ANY DELAYS OR ERRORS IN THE TRANSMISSION OR DELIVERY OF ANY PART OF THE INFORMATION PROVIDED THROUGH THIS WEBSITE), EVEN IF ADVISED OF SUCH DAMAGES. IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING, THE FOUNDATION SHALL NOT BE LIABLE FOR ANY HARM CAUSED BY THE TRANSMISSION THROUGH THIS SITE OF A COMPUTER VIRUS OR OTHER COMPUTER CODE OR PROGRAMMING DEVICE THAT MIGHT BE USED TO ACCESS, MODIFY, DELETE, DAMAGE, CORRUPT, DEACTIVATE, DISABLE, DISRUPT, OR OTHERWISE IMPEDE IN ANY MANNER THE OPERATION OF THIS SITE OR ANY OF YOUR SOFTWARE, HARDWARE, COMMUNICATIONS NETWORKS, DATA OR PROPERTY.

General

Although these Terms of Use govern the use of this website as of the time you accessed them, we may change these Terms of Use from time to time without providing notice. If we do so, we will post changes on this page, and indicate at the top of this page the date the changes were made. Any new or revised Terms of Use will take effect and supersede and/or replace any prior Terms of Use upon being posted.

If any provision of these Terms of Use is held invalid or unenforceable in any respect by any court having competent jurisdiction, such provision shall be enforced to the maximum extent permitted by law, and the remaining provisions of these Terms of Use shall continue in full force and effect. No waiver of any provision of these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision of these Terms of Use. The laws of

THE EWING HALSELL FOUNDATION

~To help those less fortunate by improving the quality of life for Texans~

the State of Texas and the United States of America will govern any interpretation or construction of these Terms of Use, without regard to conflict of laws provisions thereof. Any dispute that may arise from the use of, or in connection with this website will be subject to the jurisdiction of the courts of, and venue and situs in, San Antonio, Texas. In the unfortunate event that any dispute does arise from the use of, or in connection with this website (with the exception of a breach by you of intellectual property rights), the parties to such dispute will, at the shared expense of both parties, use their best efforts to mediate the dispute by an independent mediator appointed by us, with such mediation to be held in San Antonio, Texas.