

Terms and Conditions of Service

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TERMS OF USE

INTRODUCTION

These Terms of Use (the “Terms”) govern the use of Brown & Riding’s website brownandriding.com and/or other services accessible through the Site or that link to these Terms, (each a “Service” and collectively “Services”). These Terms are binding on all individuals and entities that access, visit, and/or use the Services, whether acting as an individual or on behalf of an entity, including those using processes to harvest, crawl, index, scrape, spider, or mine digital content by automated or manual process or otherwise (collectively, “you” or “your”).

PLEASE READ THE TERMS OF USE CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS AND INCLUDE A WAIVER OF YOUR RIGHT TO A JURY TRIAL AND OF THE RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR ARBITRATION. ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS, OUR USE OF THE SERVICES, OR ANY RELATIONSHIP BETWEEN THE PARTIES SHALL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION. BY USING OUR SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND EXPRESSLY AGREE TO BE LEGALLY BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS DO NOT USE THE SERVICES.

PRIVACY POLICY

Please review our [Privacy Policy](#) to understand how we collect, use, and share your information when you use the Services. Our Privacy Policy is incorporated by reference into these Terms. By using the Services, you are also consenting to the Privacy Policy.

CHANGES TO TERMS

You agree that the Terms may be modified at any time by Brown & Riding upon posting of the modified Terms. Any such modifications shall be effective immediately as of the date that the updated Terms are posted on the Services. Accordingly, you should review the Terms periodically to determine if any changes have been made. By using the Services, you accept any changes and revisions to the Terms. If you do not agree with the Terms, or if you violate or act inconsistently with them or any other applicable terms, your access to and use of the Services is unauthorized. We reserve the right to terminate, suspend, or restrict your access to the Services and refuse to fulfill any obligations under the Terms, with or without notice. Additionally, we may deny you future access to the Services. We reserve the right to take any technical, legal, or other measures necessary to prevent violations and enforce the Terms, with or without notice. This may include

cooperating with law enforcement agencies and pursuing civil or criminal actions for any illegal activities involving the Services.

SITE USE

You may use the Services only according to the Terms. Brown & Riding grants you a limited, revocable, and nonexclusive permission to view and use the Services and to print individual pages from this website for your own personal use, **provided that** you agree to and accept without modification the notices, terms and conditions set forth herein. Your use of the Services is at the sole discretion of Brown & Riding and Brown & Riding may terminate your use at any time. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of the Services.

Whether on behalf of yourself or another third party, you may NOT do any of the following in connection with the Services and Contents:

- modify, duplicate, adapt, translate, distribute, redistribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, sell, or otherwise exploit any information, text, images, video, audio, material, software, products or services ("Content") or any part thereof, for any purpose (including commercial purpose) except those expressly authorized in these Terms without Brown & Riding's express written consent.
- Except as provided in these Terms, download, copy, or transmit any Content for the benefit of any third party without the express written consent of Brown & Riding.
- Interfere with or disrupt the operation of the Services or the systems, networks, or servers used to make the Services available, including by hacking or defacing any portion of the Services; or violate any procedure, policy, or requirements of such servers or networks.
- Use any robot, spider, site search/retrieval application or other manual or automatic devices to access, modify, download, retrieve, index, query, "scrape," "data mine" or otherwise collect or gather any Content, or reproduce or circumvent the navigational structure or presentation of the Services, without Brown & Riding's express prior written consent.
- Make any commercial, advertising, promotional, or marketing use of the Services and/or Content, except as permitted by law or as expressly permitted in writing by Brown & Riding.

ELIGIBILITY

You must be eighteen (18) years of age or older to use the Services within the United States. Use by those that do not fit these requirements is in violation of these Terms. By using the Services, you represent and warrant that, you are a natural person and 18 years of age or older, and that you agree to and will abide by all of the terms and conditions of these Terms.

COMPLIANCE WITH LAWS

You agree to comply with all applicable laws regarding your use of the Services and any transaction you make through the Services. You further agree that information provided by you is truthful and accurate to the best of your knowledge.

THIRD PARTY SITES

The Services may contain links to other web sites on the Internet that are owned and operated by third party vendors and other third parties ("External Sites"). When you use the Services, you may also be using the services of third parties, and you acknowledge that your use of those services may be subject to separate terms of use. Brown & Riding has no responsibility for the content of these third-party sites and therefore does not represent, warrant, or endorse that the contents of such third-party sites are available, accurate, complete, or compliant with applicable laws. By using any third-party site, you acknowledge and agree that Brown & Riding is not responsible for any aspect of such third-party site. You should contact the site administrator or webmaster for those third-party sites if you have any concerns regarding such links or the content located on those sites.

INDEMNIFICATION

You agree to indemnify, defend and hold Brown & Riding and its partners, agents, employees, and affiliates, harmless from any liability, loss, claim and expense, including reasonable attorney's fees, related to your violation of these Terms or use of the Services.

NO RELIANCE

The information available on Brown & Riding's website and on other websites that link to these Terms is for informational purposes only and is not intended as, and shall not be understood or construed as, professional advice of any kind. Please contact Brown & Riding directly to discuss obtaining advice regarding your individual circumstances.

DISCLAIMER

THE INFORMATION IN THE SERVICES IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THE SERVICES IS AT YOUR SOLE RISK. BROWN & RIDING DOES NOT PROMISE THAT THE SERVICES OR ANY CONTENT, DOCUMENT, OR FEATURE OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED OR THAT YOUR USE OF THE SERVICES WILL PROVIDE SPECIFIC RESULTS. THE MATERIAL IN THE SERVICES COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. BROWN & RIDING CANNOT ENSURE THAT ANY FILES, DOCUMENTS, OR OTHER DATA YOU DOWNLOAD FROM THE SERVICES WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES. BROWN & RIDING DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. BROWN & RIDING DISCLAIMS ANY AND ALL LIABILITY FOR THE ACTS, OMISSIONS, AND CONDUCT OF ANY THIRD PARTIES IN CONNECTION WITH OR RELATED TO YOUR USE OF THE SERVICES. YOU ASSUME TOTAL RESPONSIBILITY FOR YOUR USE OF THE SERVICES AND ANY LINKED SITES. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SERVICES SHALL BE TO DISCONTINUE USING THE SERVICES.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES WILL BROWN & RIDING BE LIABLE OR RESPONSIBLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO THE SERVICES, YOUR SERVICES USE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES AND/OR CONTENT IS TO CEASE ALL OF YOUR SERVICES USE.

Price and availability information is subject to change without notice. Brown & Riding shall not be required or obligated to honor any price if said price is incorrect or inaccurate, regardless of whether the information was entered by any Brown & Riding employee or contractor or other party.

You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in these Terms that directly conflict with such laws may not apply to you.

DISPUTE RESOLUTION & BINDING ARBITRATION

PLEASE READ THE FOLLOWING SECTIONS CAREFULLY BECAUSE THEY REQUIRE YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH US AND LIMIT THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. BY USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND ANY RIGHTS YOU MAY HAVE TO BRING CLAIMS ON A CLASS, REPRESENTATIVE, CONSOLIDATED, OR MASS ACTION BASIS. These sections shall apply to all disputes, claims, and requests for relief that arose or were asserted before, on, or after the effective date of these Terms.

You agree that any dispute, claim, or request for relief arising out of or relating in any way to the Terms, the Privacy Policy, and any other access or use of the Services, shall be resolved by binding arbitration, rather than in court, except (1) you may assert claims or seek relief in small claims court if your claims qualify; (2) you or Brown & Riding may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents); and (3) as otherwise required by law or by these Terms.

The arbitration will be conducted by a single, neutral arbitrator chosen by the parties, who shall be a retired judge or a lawyer with at least ten years of active practice in technology law and knowledgeable about mobile software. The parties agree that the arbitrator, and not a court, will have exclusive jurisdiction over the interpretation, validity, and scope of this arbitration agreement. The costs of the arbitration filing fee, arbitrator's compensation, and facilities fees will be paid by Brown & Riding. Each party will pay for its own attorneys' fees and costs. The fact of and all aspects of this arbitration and the underlying dispute will remain strictly confidential by the parties, and their representatives. The parties agree that any actual or threatened violation of this provision would result in irreparable harm and will be subject to being immediately enjoined. If this arbitration agreement is declared unenforceable and cannot be administered, interpreted, or modified to be enforceable, the parties agree to waive any right to a jury trial for any dispute to which this agreement applies, and any such dispute will be commenced and maintained exclusively in the state or federal courts in Texas, and the parties each consent to the personal jurisdiction of the courts. This provision survives the termination of the Terms.

CLASS ACTION WAIVER

Any dispute or claim will be brought solely in the claimant's individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action/arbitration or consolidated action. The parties waive the right to have any dispute heard as a class action or in any other proceeding in which a party acts or proposes to act in a representative capacity. If a decision is issued stating that applicable law precludes enforcement of any of this provision's limitations as to a given dispute, claim, or request for relief, then such aspect must be severed from the arbitration and brought in the state or federal courts of Texas. All other disputes, claims, or requests for relief to which the legal preclusion does not apply shall be arbitrated.

USE OF INFORMATION

Brown & Riding reserves the right, and you authorize them, to use and assign all information regarding Service uses by you and all information provided by you in any manner consistent with our [Privacy Policy](#).

COMMUNICATIONS AND NOTIFICATIONS

By accepting these Terms, you expressly consent to be contacted by us, our agents, representatives, affiliates, or anyone contacting you on our behalf for any and all purposes related to the Services, at any telephone number, or physical or electronic address you provide or at which you may be reached. If you are in default of your obligations to us, you authorize us to call you at work or home using numbers you have provided to us, or at other numbers you have provided to us or we have obtained for you, to leave a message with a person or voice mail service stating our name and phone number, to text you, to write you at home and to acquire location information about you from others. You further agree that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or Internet services, and you agree that Brown & Riding will have no liability for such charges or will be liable to you for any such calls. You further consent to the recording and monitoring, for quality assurance and collection purposes, of any call that you place to us (or our affiliates) or that we (or our affiliates) place to you, as well as of any messages, online chats or other interactions with us via the Services.

COPYRIGHT COMPLAINTS

If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our legal@brcins.com:

- a. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b. A description of the copyrighted work that you claim has been infringed;
- c. A description of where the material that you claim is infringing is located on this website;
- d. Your address, telephone number, and e-mail address;
- e. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- f. A statement that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- g. A statement by you that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

GOVERNING LAWS

By visiting, accessing, registering for or using the Services, you agree that the laws of the state of Texas, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms.

MOBILE DEVICE USAGE

Use of our Services may be made available through a browser on a mobile device or through an application running on a mobile device. You are responsible for all costs incurred by you with respect to using our Services on a mobile device, including data usage fees and other telecommunications fees.

AVAILABILITY

Brown & Riding will make reasonable efforts to keep the Services operational. However, certain technical difficulties, routine maintenance/upgrades and other events outside the control of Brown & Riding may, from time to time, result in temporary interruptions to the Services. In addition, Brown & Riding reserves the right at any time and from time to time to modify or discontinue (on a temporary or permanent basis) certain functions of the Services or all the Services without notice. You agree that Brown & Riding shall not be liable to you or to any third party for any direct or indirect consequence of any modification, suspension, discontinuance of, or interruption to our Services.

OTHER TERMS

If any provision of these Terms shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect. The failure of Brown & Riding to exercise or enforce any right or provision of the Terms shall not operate as a waiver of such right or provision. Any waiver of the Terms must be in writing and signed by an authorized representative of Brown & Riding. Nothing contained in the Terms or your use of the Services shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions. These Terms constitute the entire agreement between you and Brown & Riding governing your use of the Services, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Brown & Riding with respect to the Services. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the Services.

CONTACT US

If you have any questions or concerns regarding these Terms, please contact us at: legal@brcins.com