

# **Caprock Rentals Website Terms and Conditions**

Welcome to the Caprock Rentals website ("Site"). By accessing or using this Site, you agree to be bound by the following terms and conditions ("Terms"). If you do not agree, please discontinue use of this Site immediately.

These Terms constitute a legal agreement between you and Caprock Rentals ("Company," "we," "us," or "our") and govern your use of this Site.

#### 1. Permitted Use

- You may use this Site only for lawful purposes and in compliance with these Terms.
- You agree not to:
  - Copy, reproduce, distribute, or modify any part of the Site without prior written consent.
  - Use the Site for any fraudulent, illegal, or harmful activity.
  - Attempt to interfere with the Site's security features or gain unauthorized access to systems or data.

#### 2. Intellectual Property

- All content on this Site, including text, graphics, images, logos, videos, and software, is the property of Caprock Rentals or its licensors and is protected by copyright, trademark, and other intellectual property laws.
- You are granted a limited, non-exclusive, and revocable license to view and use the content for personal, non-commercial purposes.
- Unauthorized use, including but not limited to copying, reproducing, or creating derivative works, is strictly prohibited.

#### 3. Third-Party Links and Content

- This Site may include links to third-party websites for informational purposes. These links do not imply endorsement, approval, or responsibility for the content or practices of third-party sites.
- You access third-party sites at your own risk, and we encourage you to review their terms and privacy policies.

#### 4. User Accounts and Submissions

- If you create an account on our Site, you are responsible for maintaining the confidentiality of your login information and all activities that occur under your account.
- You must provide accurate and complete information during account registration.
- You are prohibited from submitting unlawful, defamatory, or otherwise inappropriate content through the Site. By submitting content, you grant Caprock Rentals a royalty-free, worldwide, perpetual license to use, reproduce, and modify your submissions.



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# 5. Cookies and Tracking Technologies

• This Site uses cookies and similar tracking technologies to enhance user experience, analyze website traffic, and personalize content. By continuing to use the Site, you consent to our use of cookies.

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• For more details on how we use cookies and manage user data, please refer to our Privacy Policy.

## 6. User-Generated Content

- If the Site allows user contributions, such as reviews or comments, you agree not to post content that is unlawful, defamatory, obscene, or otherwise inappropriate.
- Caprock Rentals reserves the right to moderate, edit, or remove any user-generated content at its sole discretion.
- By submitting content, you grant us the right to use, reproduce, and display the content for any purpose.

## 7. Electronic Communications

- By using this Site, you consent to receive electronic communications from Caprock Rentals.
- These communications may include notices about your account, updates to these Terms, or marketing information.
- You can opt out of non-transactional emails at any time by following the unsubscribe link in our emails.

#### 8. Disclaimer of Warranties

- The Site is provided "as is" and "as available," without any warranties of any kind, express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- Caprock Rentals does not guarantee that the Site will be error-free, uninterrupted, or secure. We disclaim liability for any inaccuracies or omissions in the content provided on the Site.

# 9. Limitation of Liability

- To the fullest extent permitted by law, Caprock Rentals and its affiliates, officers, employees, or agents will not be liable for any direct, indirect, incidental, special, or consequential damages arising out of or in connection with your use or inability to use the Site.
- This includes, but is not limited to, damages resulting from errors, omissions, interruptions, file deletions, viruses, or data loss.

# 10. Indemnification

• You agree to indemnify, defend, and hold harmless Caprock Rentals, its affiliates, employees, and agents from and against any claims, damages, losses, or expenses (including attorney fees) arising out of your use of the Site or violation of these Terms.



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#### 11. Privacy Policy

• Your use of this Site is subject to our Privacy Policy, which details how we collect, use, and safeguard your personal information.

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• By using this Site, you agree to the terms of our Privacy Policy.

#### 12. Changes to the Terms

- Caprock Rentals reserves the right to update these Terms at any time without prior notice.
- Any changes will become effective immediately upon posting to the Site. Continued use of the Site after changes constitutes your acceptance of the updated Terms.

#### 13. Termination of Use

• We reserve the right to terminate or suspend your access to the Site, without notice, for any conduct that we believe violates these Terms or is harmful to Caprock Rentals, other users, or third parties.

#### 14. Governing Law and Dispute Resolution

- These Terms are governed by and construed in accordance with the laws of the State of Texas.
- Any disputes arising out of these Terms or your use of the Site shall be resolved exclusively in the courts located in Guadalupe County, Texas.
- By using this Site, you waive any objection to jurisdiction or venue in such courts.



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