

Sooner Completions, Inc. - Website Terms and Conditions

Please read these Terms of Use carefully. By using our websites, you agree to these terms. If you do not agree, please discontinue your use of our websites.

Introduction

These websites are owned by Sooner Completions, Inc., its parent, subsidiaries and affiliates (“Sooner” or “we”). We reserve the right to make changes and corrections to our websites and our Privacy Policy and Terms of Use at any time, without notice. By using or accessing our websites you and Sooner agree as follows:

Use and Copyright

This website is copyrighted, and you must abide by the terms of the copyright notice. Unless separately and specifically authorized in writing by Sooner, you may not copy, make derivative works, resell, or distribute other than as permitted in the copyright notice.

Use Restrictions; Copyright

Access to restricted areas of our websites without the authorization of Sooner is strictly prohibited. You agree to use our websites for lawful purposes only. You agree to not repurpose, circumvent or conceal any content on this website, including through framing, deep linking or other practices. You agree not to post or transmit any information through our websites which (1) infringes the rights of others or violates their privacy or publicity rights, (2) is unlawful, threatening, abusive, defamatory, libelous, vulgar, obscene, profane, indecent or otherwise objectionable, (3) is protected by copyright, trademark or other proprietary right without the express written permission of the owner of such right, (4) is used to unlawfully collude against another person in restraint of trade and competition, (5) contains, or materially relates to, any software, device or routine that interferes or is intended to interfere with the normal operation of our websites, or (6) impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity. You shall be solely liable for and will indemnify and defend Sooner from any damages resulting from any breach of your agreement with regard to use of this website. The Designated Agent pursuant to 17 USC §512 is "Sooner Completions, Inc., Attn: Intellectual Property Counsel, 10 West Ayre Street, Shawnee, Oklahoma 74801 USA." Please direct comments or questions regarding these terms and conditions via e-mail to marketing@soonercompletions.com.

Third Party Websites

Our websites contain links to other websites over which we have no control, and other websites, over which we have no control, may have links to our websites. Sooner does not accept responsibility or liability for the operation or content of such websites. The logos of third party websites are trademarks of their respective providers and are used with permission.

Disclaimer

OUR WEBSITES AND THE MATERIALS ON OUR WEBSITES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. SOONER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOONER DOES NOT REPRESENT OR WARRANT THAT MATERIALS IN OUR WEBSITES ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE. SOONER DOES NOT REPRESENT OR WARRANT THAT OUR WEBSITES OR ITS SERVER(S) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

Limitations of Liability; Indemnity

IN NO EVENT SHALL SOONER BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), OR OTHERWISE, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OUR WEBSITES OR THE MATERIALS CONTAINED IN, OR ACCESSED THROUGH, OUR WEBSITES. WHERE NOT PROSCRIBED BY LAW, THE AGGREGATE LIABILITY OF SOONER AND ITS AFFILIATES TO YOU ARISING OUT OF OR CONNECTED WITH YOUR USE OF OUR WEBSITES OR THE MATERIALS CONTAINED IN OR ACCESSED THROUGH OUR WEBSITES, IN ANY CIRCUMSTANCE, IS LIMITED TO \$500 USD. You agree to defend, indemnify and hold harmless Sooner and its affiliates and their respective officers, directors, employees and agents from and against any liabilities, losses, costs, claims, expenses, damages, causes of action or demands, including without limitation reasonable legal and accounting fees, arising or resulting, or alleged by a third party to be arising or resulting from your use of any information or material from our websites or your breach of any of these Terms of Use. The provisions of this paragraph shall indefinitely survive the termination of this agreement.

Applicable Law

These Terms of Use shall be governed by and construed in accordance with the laws of the State of Oklahoma, applicable to agreements made and entirely to be performed within such state, without resort to its conflict of law provisions. By accessing and/or placing orders under our websites, you acknowledge that you have read, understood and agreed to be bound by these Terms of Use and by all applicable laws and regulations, including U.S. Export control laws and regulations. Visitors who do not agree with these Terms of Use should not access or place orders through our websites. You agree that any claim or action arising out of or relating to this site or these Terms of Use shall have be heard before the appropriate state or federal court located in Oklahoma County, State of Oklahoma, which court shall have exclusive jurisdiction. You agree that all issues will be decided by the trial judge and, acknowledging the right to trial by jury, hereby waive such right to a jury trial.

Termination

Notwithstanding any of these Terms of Use, Sooner reserves the right, without notice and in its sole discretion, to terminate your license to use our websites, and to block or prevent future access to and use of our websites.

Severability

If any provision of these Terms of Use shall be deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

Miscellaneous

These Terms of Use apply exclusively to your access to, and use of, our websites and do not alter in any way the terms or conditions of any other agreement you may have with Sooner for products, services or otherwise. Sooner reserves the right to change any and all content contained on our websites at any time without notice. Reference to any products, services, processes, or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by Sooner.