

Terms of Use

These Terms and Conditions of Use (the "Terms of Use") apply to the Cobra Water Well Drilling, LLC ("Cobra") website located at www.cobrawaterwell.com. Throughout the site the terms "we," "our," and "us" refer to Cobra. BY USING THIS SITE, YOU AGREE TO THESE TERMS OF USE; IF YOU DO NOT AGREE, DO NOT USE THE SITE.

Cobra reserves the right, at its sole discretion, to adjust, modify, add or remove any portions of these Terms of Use, at any time. Your continued use of the Site following the posting of these changes will mean that you accept and agree to these changes. As long as you comply with these Terms of Use, Cobra grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use this Site.

General Conditions

We reserve the right to refuse service to anyone for any reason at any time.

Online Store Terms

By agreeing to these Terms of Use, you represent that you are the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and have given us your consent to allow any of your minor dependents to use the site.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

Use of This Site

You may not attempt to gain unauthorized access to any portion or feature of the Site, or any other systems or networks connected to the Site, or to any of the services offered on or through the Site, by hacking, password "mining," or any other illegitimate means.

You may not probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on the Site or any network connected to the Site. You may not reverse look-up, trace, or seek to trace any information on any other user of or visitor to the Site, or any other customer of Cobra, including any Cobra account not owned by you, to its source, or exploit the Site or any service or information made available or offered by through the Site, in any way where the purpose reveal any information, including but not limited to personal identification or information, other than your own information, as provided by the Site.

You agree to not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any transaction being conducted on the Site, or with any person's use of the Site.

You may not transmit viruses or any code of destructive and/or malicious nature.

You may not pretend that you are, or that you represent, someone else, or impersonate any other individual or entity.

You may not use the Site or any Content for any purpose that is unlawful or prohibited by the Terms of Use, or to solicit the performance of any illegal activity or other activity that infringes the rights of Cobra or other users.

Modifications to the Services and Prices

Price for our products are subject to change without notice. We reserve the right at any time to discontinue the Service (or any content thereof) without notice at any time.

We shall not be liable to you or any third-party for any modification, price change, suspension, or discontinuation of the service.

Products or Service

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor will display the color of these images accurately.

We reserve the right, but are not obligated, to the limit of sales of our products or services to any one person, geographical region, or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or service that we offer. All descriptions of products or product pricing are subject to change any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made of this site is void where prohibited.

We do not warrant that the quality of our products, services, information, or mother material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected.

Links to Other Sites

This Site may contain links to other third-party websites ("Linked Sites"). These Linked Sites are provide solely for the convenience to our visitors. Such Linked Sites are not under Cobra's control, and Cobra is not responsible for and does not endorse the content of such Linked Sites, including information or materials contained on such Linked Sites. You will need to make your own independent judgement regarding your interaction with these Linked Sites.

We are not liable for any harm or damages related to the purchases or use of goods, services, resources, content, or any other transactions made in connection with any Linked Sites. Please review carefully the Linked Sites's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to that specific third-party.

Personal Information

Your submission of personal information through the store is governed by our Privacy Policy.

Disclaimers

COBRA DOES NOT PROMISE THAT THE SITE OR ANY CONTENT, SERVICE OR FEATURE OF THE SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT ANY DEFECTS WILL BE CORRECTED, OR THAT YOUR USE OF THE SITE WILL PROVIDED SPECIFIC RESULTS. THE SITE AND ITS CONTENT ARE DELIVERED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. ALL INFORMATION PROVIDED ON THE SITE IS SUBJECT TO CHANGE WITHOUT NOTICE.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided "as-is" and "as-available" for your use without representation, warranties, or conditions of any kind, either expressed or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

Indemnification

You agree to indemnify and hold Cobra, its officers, predecessors, successors in interest, employees, subsidiaries and affiliates, harmless from any demands, loss, liability claims or expenses (including attorneys' fees), made against Cobra by any third party due to or arising out of or in connection with your use of the Site.

Violation of these Terms of Use

These Terms of Use are effective unless and until terminated by you or us. You may terminate these Terms of Use at any time by notifying us that you no longer wish to use the service, or when you cease to use the Site.

You agree that Cobra may, in its sole discretion and without prior notice, terminate your access to the Site, for cause, which includes (but is not limited to) (1) requests by law enforcement or

other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or materials modification of the Site or any service offered on or through the Site, or (4) unexpected technical issues or problems.

If Cobra does take any legal action against you as a result of your violation to these Terms of Use, Cobra will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any relief granted to Cobra. You agree that Cobra will not be liable to you or to any third party for termination of your access to the Site as a result of any violation of these Terms of Use.

Governing Law

Texas law will govern all disputes that arise out of or relate to these Terms of Use. These disputes will be resolved exclusively in federal or state courts of Washington County, Texas, USA, and you and Cobra consent to personal jurisdiction in those courts.

Contact Us

If you would like to provide any feedback to Cobra, for any purpose, please feel free to do so.

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