

CYLON ROLLING ACRES LLC TERMS AND CONDITIONS OF USE

Please read these Terms and Conditions of Use (“TOU”) carefully. You must agree to these TOU before you are permitted to use any Cylon Rolling Acres LLC or dba Grazing with Leslie Digital Farm Club resources or enter the online community operated by Cylon Rolling Acres LLC www.cylonrollingacres.com (or dba Grazing with Leslie www.grazingwithleslie.com) (for any purpose), whether on a website hosted by www.cylonrollingacres.com, www.grazingwithleslie.com, or www.community.cylonrollingacres.com or a third-party website such as an online course platform, app or community, such as Circle.so known as the Digital Farm Club (collectively “**the Membership Program**”). The Digital Farm Club is a separate program from the Farm Club Meat Box Subscription Program.

If you do not agree with these TOU, you may not use the Membership Program.

As used in these TOU, the term “**Releases**” is defined to include the following: (i) Cylon Rolling Acres LLC, its subsidiaries, affiliated companies, owners, members, managers, directors, officers, past and present employees, agents, coaches, representatives, successors and assigns (collectively “**the Company**”); (ii) any Company volunteers; and (iii) Leslie Svacina.

1. The Membership Program

- a. You will receive as part of the Membership Program:
 - i. A private community hosted on Circle.so;
 - ii. Monthly digital content in the form of a video, blog, photos or other resources;
 - iii. Evergreen resource library about goat meat with tools, training, and materials to help you stay in action;
 - iv. Etc.

2. Members

If you wish to participate in another session of the Membership Program in the future or purchase any other products, programs or services from the Company, all terms of these TOU will continue to apply unless superseded by another agreement in writing.

This Membership Program is intended and only suitable for individuals aged eighteen (18) and above. Some of the content in this Membership Program may not be appropriate for children. Company hereby disclaims all liability for use by individuals under the age of eighteen (18).

3. Payment

You agree to one of the options you selected at enrollment, which includes the following fees and payment schedule:

Option 1: Free: This option is only available to those who have an existing Farm Club Meat Box Subscription membership. You agree to join this membership at \$0.00 cost as long as you're receiving the subscription meat boxes. If you choose to cancel the meat subscription box, your access to the Membership Program ends at the month the meat subscription box is canceled.

Option 2: Annual Pay-in-Full: You agree to pay a one-time, immediate payment of **\$96**, which is the annual total cost of your membership. This one-time payment equates to \$8 a month. Recurring annual payments will be charged to your card on the same day, each year after you join (if, for example, you join on April 28, 2023, your card would be charged April 28, 2024, and so on).

Option 3: Month-to-Month Commitment, Cancel at any Time: Upon registering for this Membership Program, your first payment of **\$10**, will be due, followed by monthly payments of USD **\$10**. The recurring monthly payment of **\$10** will be charged to your card on the same calendar day each month (if, for example, you join on April 12, your card will be charged again on May 12, June 12, and so on). You can cancel at any time before the next month's payment is charged, as outlined below. In the event you do cancel, default or late payments will be due immediately.

If paying by debit card or credit card, you give us permission to automatically charge your credit or debit card for all fees and charges due and payable to the Company, without any additional authorization, for which you will receive an electronic receipt. You also agree that the Company is authorized to share any payment information and instructions required to complete the payment transactions with its third-party payment service providers (e.g., credit card transaction processing, merchant settlement, and related services).

If payment is not received when due, the Company reserves the right to terminate your access to the Membership Program and all Content, as defined below, immediately and permanently.

If you fail to make any payment in a timely manner or voluntarily withdraw from the Membership Program at any time or for any reason, you will remain fully responsible for the full cost of the Membership Program and all payments in any payment plan you have chosen. The Company reserves the right to charge a late fee on all balances more than thirty (30) days overdue. You agree to reimburse the Company for all collection and/or legal fees and expenses necessitated by lateness or default in payment.

4. Refunds

Your satisfaction with the Membership Program is important to us. However, because of the extensive time, effort, preparation and care that goes into creating and providing the Membership Program we have a no refund policy. Unless otherwise provided by law, you acknowledge that we do not offer refunds for any portion of your payment for any portion of our Membership Program and no refunds will be provided to you at any time. By using and/or purchasing our Membership Program, you understand and agree that all sales are final, and no refunds will be provided.

Company reserves the right, in its sole discretion, to determine how to discipline a member who violates these TOU. Therefore, if a member disagrees with how the Company disciplines another member and requests a refund, the Company will deny such request.

Furthermore, if a member violates these TOU, the Company reserves the right, in its sole discretion, to offer the member another opportunity to abide by these TOU. If a member disagrees with the Company offering another member a second opportunity to follow these TOU, no grounds for a member to receive a refund would be created, and any request for a refund on this basis shall be denied.

If, in the Company's sole right and discretion, you persist with behaviors or actions that violate these TOU, the Company may terminate your access and participation in the Membership Program without notice and without refund.

The Company may offer additional Membership Program elements for a subgroup of members, as further discussed in Section 7 of this TOU. The Company reserves the right, in its sole discretion, to offer member participation in these additional Membership Program elements to specific members. If a member is denied participation in these additional Membership Program elements, no grounds for a member to receive a refund would be created and any request for a refund on this basis will be denied.

Since we have a clear and explicit refund policy in these TOU that you have agreed to prior to completing the purchase of the Membership Program, we do not tolerate or accept any type of chargeback threat or actual chargeback from your credit card company or payment processor. If a chargeback is placed on a purchase or we receive a chargeback threat during or after your purchase, we reserve the right to report the incident to all three credit reporting agencies or to any other entity for inclusion in any chargeback database or for listing as a delinquent account, which could have a negative impact on your credit report score. The information reported will include your name, email address, order date, order amount, and billing address. Chargeback abusers wishing to be removed from the database shall make the payment for the amount of the chargeback.

5. Intellectual Property Rights

a. Ownership of the Content

The words, videos, voice and sound recordings, training materials, design, layout, graphics, photos, images, information, materials, documents, data, databases and all other information and intellectual property accessible on or through the Company website, any third-party website the Company may use to distribute or host the Membership Program, and contained in e-mails sent to you by the Company, as well as the look and feel of all of the foregoing ("the Content") is property of the Company and/or our affiliates or licensors, unless otherwise noted, and it is protected by copyright, trademark, and other intellectual property laws.

b. The Company's Limited License to You

If you view, purchase or access any Membership Program or any of the Content, you will be considered our Licensee. For the avoidance of doubt, you are granted a revocable, non-transferable license for personal, non-commercial use only, limited to you only.

This means you may view, download, print, email and use one copy of individual pages of the Membership Program and Content for your own personal purposes.

You may not republish, reproduce, duplicate, copy, sell, display, disclose, distribute to friends, family, or any other third party, or otherwise use any material from the Membership Program or Content for commercial purposes or in any way that earns you or any third-party money. By downloading, printing, or otherwise using the Membership Program or Content for personal use you in no way assume any ownership rights of the Content – it is still Company property. Any unauthorized use of any materials found in the Membership Program or Content shall constitute infringement.

You must receive our written permission before using any of the Membership Program or Content for your own commercial use or before sharing with others.

The trademarks and logos displayed on the Membership Program or Content are trademarks belonging to the Company, unless otherwise indicated. Any use including framing, metatags or other text utilizing these trademarks, or other trademarks displayed, is strictly prohibited without our written permission.

All rights not expressly granted in these TOU or any express written license, are reserved by us.

c. Unauthorized Use

Your use of any materials found in the Membership Program or Content other than that expressly authorized in this TOU or by a separate written assignment, is not permitted (“Unauthorized Use”). You agree to pay liquidated damages of five (5) times the total fees paid for the Membership Program in the event of your Unauthorized Use, or a minimum of five thousand dollars (\$5,000.00), whichever is greater, in addition to any legal or equitable remedies the Company may be entitled to pursue. This is not a penalty but an agreed liquidated damage charge for the Unauthorized Use.

You agree that any violation or threatened violation of the Intellectual Property Rights terms in these TOU would cause irreparable injury to the Company that may not be adequately compensated by damages, entitling the Company to obtain injunctive relief, without bond, in addition to all legal remedies.

d. Your License to the Company; Use in Testimonials and Marketing.

By posting or submitting any material during the Membership Program such as comments, posts, photos, designs, graphics, images or videos or other contributions, you are representing to us that you are the owner of all such materials and you are at least eighteen (18) years old.

The Company may request your consent to use your likeness (including your name or screen name), comments, posts, photos, images, videos or other contributions created by you

(collectively, “Your Material”), for any purposes, including commercial purposes such as advertising. If you grant such consent, you agree that the Company, and anyone authorized by the Company, is granted an unlimited, royalty-free, perpetual, irrevocable, non-exclusive, unrestricted, worldwide license to use, copy, modify, transmit, sell, create derivative works from, distribute, and/or publicly display Your Material, in whole or in part, in any manner or medium, now known or developed in the future, for any purpose, and grant us the right to make it part of the Company’s current or future website and Content. This right includes granting us proprietary rights or intellectual property rights under any relevant jurisdiction without any further permission from you or compensation by us to you. You acknowledge that, if you grant this consent, we have the right but not the obligation to use Your Material and that we may cease the use of Your Material on our website or in our Content at any time for any reason.

You also consent to photographs, videos, and/or audio recordings, including teleconference calls, webinars, or other communications, that may be made by the Company during the Membership Program that may contain you, your voice and/or your likeness. The Company may request your consent to the Company’s use, display, distribution or other publication of these photographs, videos, and or/audio recordings and/or any other materials submitted by you to the Company or created by the Company in connection with your participation in any membership program. If you grant such consent, you agree that the Company, and anyone authorized by the Company, is granted the right, without any compensation to you, to use your likeness and identify you as the author and individual depicted in any comments, posts, photos, images, videos or other contributions created by you or the Company, or by name, email address, or screen name, for any purposes, including commercial purposes and advertising. You acknowledge that we have the right but not the obligation to use any contributions from you and that we may elect to cease the use of any such contributions in the Membership Program or in our Content at any time for any reason.

e. Request for Permission to Use the Content

If you wish to use any of the Content, or any other intellectual property or property belonging to the Company, you should request permission in writing BEFORE you use the Content by **sending an e-mail to hello@cylonrollingacres.com**.

If you are granted permission by the Company, you agree to use the specific Content that the Company allows and only in the ways for which the Company has given you its written permission. If you choose to use the Content in ways that the Company does not specifically give you written permission, you agree now that you will be treated as if you had copied, duplicated and/or stolen such Content from us, and you consent to immediately stop using such Content and to take whatever actions as we may request and by the methods and in the time frame that we prescribe to protect our intellectual property and ownership rights in the Membership Program and Content.

6. Your Conduct

The Membership Program is a “pitch free zone.” You agree you will not pitch, promote, market, or sell any other products, groups, programs, or events to Membership Program members on any

Company website or third-party forums operated by the Company, whether or not officially sanctioned, owned, or operated by the Company. This means you agree not to form, or ask Membership Program members to join, “shadow” groups on social media or any other platform, or in-person meetups, based on interests or locality. You agree you will not invite Membership Program members to participate in events, such as a meetup, seminar, or athletic competition, without first receiving approval from the Company. You agree not to market, promote, or sell products or services such as essential oils, exercise DVDs, nutritional supplements, coaching services, or other products or services to Membership Program members, unless you are authorized or requested to do so by the Company.

7. Community Guidelines

The Company has created a community that is a safe and judgment-free space for connection, conversation, learning, and growth. Within Company’s community is the baseline expectation that all members will treat one another with respect while bringing encouragement and consideration to all members.

The Company’s community guidelines are as follows:

- A. The Company’s Membership Program promotes diversity amongst its members. Therefore, the Company encourages all members to connect with one another and to learn about one another’s background, interests, hobbies and points of view. The Company does not tolerate nor support any member’s discriminatory speech, hate speech, comments, or actions against another member based on their sex, gender, age, ethnicity, race, socio-economic status, disability, or other labels.
- B. The Company does its best to create a safe and welcoming space for all members, however, Company cannot guarantee that all members will follow these guidelines. Company, in its sole discretion, may remove any member’s comments, posts, content or materials, however, Company does not have a duty to review all comments, posts, content and material shared within the Membership Program. Therefore, Company shall not be held liable for any member’s comments, actions, posts, content or materials that result in another member’s trauma or discomfort.
- C. The Company has created a safe space for all members to feel seen, respected and heard. Company encourages members to engage in respectful dialogue with one another. The Company does not support nor tolerate any disrespectful actions or comments, which include, but are not limited to hate speech, discriminatory comments, physical, or mental or emotional abuse. Therefore, each member must demonstrate respect towards one another.
- D. Support each member with words of encouragement, resources or suggestions, while respecting each member’s boundaries.
- E. The Company reserves the right to offer additional Membership Program elements from time to time, for any subgroup of members. These additional Membership Program elements are

a bonus, not a part of the services included in the base membership of the Membership Program. The selection of the members who may participate in any additional Membership Program elements is at the sole discretion of the Company.

We may also post separate rules regarding your behavior in any online community or forum, whether hosted on the Company's website or a third-party website, which may be updated from time to time. You agree that you are bound by those rules and they are expressly incorporated into these TOU.

8. Confidentiality

Company is not legally bound to keep your information confidential. Nevertheless, the Company agrees to keep all information about your membership confidential except when disclosure is required by law, for example if a court issues a subpoena for the file or information, or if you threaten to harm yourself or others. You acknowledge that your communications with the Company are not covered by any doctor-patient privilege or other privilege.

Confidential information does not include information that:

- (a) was in the Company's possession prior to your participation in the Membership Program;
- (b) is generally known to the public or in your circle of friends and family and co-workers; or
- (c) the Company may be required by law to disclose.

You may use a screen name or pseudonym instead of your actual name for your participation in the Membership Program and public posts on the Company website and in third-party forums operated by the Company. You still must use your email that you signed up for the membership program as part of your account access, but it does not need to be visible to other members.

You agree that the Company shall not be liable for the disclosure of any of your information by another Membership Program member. You agree to keep all information you learn about other Membership Program members, their businesses (including their intellectual property), or clients (as applicable), strictly confidential except in very rare circumstances where disclosure is required by law.

The Company may record coaching calls and share them in the Membership Program, on the Company's website, or on third-party forums operated by the Company.

You agree you will not share any recorded coaching calls or third-party forum postings outside the private member areas of the Company's website, or any third-party forums operated by the Company. If the Company discovers you have done so, this will be grounds for immediate termination of your access to the Membership Program and Content.

9. Username and Password

To access certain features of the Membership Program, including any private membership areas, you may need a username and password. It is your responsibility to inform the Company before the Membership Program start date if you do not receive an email containing your password to access the Membership Program. You agree to keep your username and password confidential. During the registration process for any service or product, you agree to provide true, accurate, current and complete information about yourself. If the Company has reasonable grounds to suspect that you have provided false information, shared your username and password with anyone else, or forwarded any non-public material from the Membership Program to any other person, the Company has the right to suspend or terminate your account and refuse any and all current or future use of the Membership Program or any Content, in whole or part, without refund. Any personally identifiable information you provide as part of the registration process is governed by the terms of the Company's website Privacy Policy.

10. Live or In-Person Events

If you participate in any live or in-person event as part of the Membership Program, you agree to observe and obey all posted rules and warnings, to follow any instructions or directions given by the Company through its employees, representatives or agents, and to abide by any decision of any Company staff or volunteers, or Company vendors or contractors, regarding your ability to safely participate in the Membership Program. You agree to exhibit appropriate behavior at all times and to obey all local, state and federal civil and criminal laws while participating in the Membership Program. This includes, generally, respect for other people, equipment, facilities or property. The Company may dismiss you, without refund, if your behavior endangers the safety of or negatively affects the Membership Program or any person, facility or property.

You consent to medical care and transportation in order to obtain treatment in the event of injury to you as Company, volunteers or medical professionals may deem appropriate. These TOU extend to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency and/or injury.

If you choose to consume alcoholic beverages during any part of the Membership Program, you must do so responsibly and only if you are over the age of twenty-one (21).

The Company is not responsible for any personal item or property that is lost, damaged or stolen at or during the Membership Program.

11. Termination or Cancellation

The Company reserves the right in its sole discretion to refuse or terminate your access to the Membership Program and Content, in full or in part, at any time without notice. The Company may terminate your participation in the Membership Program at any time, without refund, if you breach any part of these TOU. In the event of cancellation or termination, you are no longer authorized to access the part of the Membership Program or Content affected by such cancellation or termination. The restrictions imposed on you in these TOU with respect to the Membership Program and its Content will still apply now and in the future, even after termination by you or the Company.

If you are a free member associated with the meat box subscription program, and you want to discontinue your Membership Program, communicate this in writing to hello@cylonrollingacres.com. Your membership and access to the materials and Content of the Membership Program will then be terminated at the end of the then-current month. If you cancel your meat subscription box, your access to the Membership Program will be terminated at the end of the then-current month.

If you are a month-to-month member and you would like to cancel your membership in the Membership Program, you must provide the Company with at least 10 days written notice to hello@cylonrollingacres.com before your monthly recurring charge. You will continue to have access to the materials and Content of the Membership Program until the end of the then-current month.

If you are an annual membership holder who has paid your membership fee in full, you must provide the Company with written notice of your request to cancel to hello@cylonrollingacres.com. You will continue to have access to the materials and Content of the Membership Program until the end of the year membership cycle you are on.

12. Personal Responsibility, Assumption of Risk, Release, Disclaimers

- a. You are voluntarily participating in the Membership Program and assume all risk of injury, illness, damage, or loss to you or your property that might result, whether arising out of the negligence of Releasees or otherwise.
- b. Your participation in the Membership Program does not establish a business advisor-client relationship of any kind between you, the Company, or anyone providing membership services on behalf of the Company.
- c. The Membership Program and Content provide information and education only, and do not provide any farming, financial, legal, health, medical or psychological services or advice. None of the Membership Program or Content prevents, cures or treats any mental or medical condition. The Membership Program and Content is not intended to be a substitute for professional advice that can be provided by your own accountant, lawyer, financial advisor, or medical professional. You are responsible for your own farming, financial, legal, health, physical, mental and emotional well-being, decisions, choices, actions and results. You should consult with a professional if you have specific questions about your own unique situation. The Company disclaims any liability for your reliance on any opinions or advice contained in the Membership Program.
- d. You acknowledge that, by engaging with the Company for the Membership Program, you voluntarily assume an element of inherent risk, and knowingly and freely assume all risk and responsibility for injuries to any persons or damages to any property, and release, covenant not to sue, and hold Releasees harmless for

any and all liability to you, your personal representatives, assigns, heirs and next of kin, for any and all claims, causes of action, obligations, lawsuits, charges, complaints, controversies, damages, costs or expenses of whatsoever kind, nature, or description, whether direct or indirect, in law or in equity, in contract or in tort, or otherwise, whether known or unknown, arising out of or connected with your participation in the Membership Program, whether or not caused by the active or passive negligence of the Releasees. This release is not intended as an attempted release of claims of gross negligence or intentional acts by Releasees.

In the event that the release and hold harmless provision is held unenforceable for any reason, you agree to limit any damages claimed to the total paid to the Company for the Membership Program.

- e. Any links to third-party products, services, or sites are subject to separate terms and conditions. The Company is not responsible for or liable for any content on or actions taken by such third-party company or website. Although the Company may recommend third-party sites, products or services, it is your responsibility to fully research such third parties before entering into any transaction or relationship with them.
- f. The Company is not responsible or liable for members of the Membership Program infringing on another other member's intellectual property, content or materials.
- g. The Company tries to ensure that the availability and delivery of the Membership Program and Content is uninterrupted and error-free. However, the Company cannot guarantee that your access will not be suspended or restricted from time to time, including to allow for repairs, maintenance or updates, although, of course, we will try to limit the frequency and duration of suspension or restriction.
- h. THE INFORMATION, PRODUCTS AND SERVICES OFFERED ON OR THROUGH THE MEMBERSHIP PROGRAM AND CONTENT ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT THE MEMBERSHIP PROGRAM OR ANY OF ITS FUNCTIONS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY PART OF THE COMPANY'S WEBSITE, INCLUDING MEMBERSHIP PAGES, OR THE SERVERS THAT MAKE IT AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

- i. THE COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE MEMBERSHIP PROGRAM, INCLUDING ITS MATERIALS, PRODUCTS OR SERVICES, OR THIRD-PARTY MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE THROUGH THE MEMBERSHIP PROGRAM.

13. Security

You acknowledge that there is an inherent risk in all forms of electronic communication, and communications between you and the Company may be unlawfully intercepted by third parties not under our control. The Company does not guarantee the security of any information transmitted via the Internet, telephone, video conference, or other electronic media. Any efforts you undertake to communicate with Company are done at your own risk.

14. Legal Disputes

These TOU shall be governed by and construed in accordance with the laws of the **State of Wisconsin** without giving effect to its conflict of laws principles. The state and federal court nearest to **Deer Park, Wisconsin**, shall have exclusive jurisdiction over any case or controversy arising from or relating to the Membership Program or Content, including but not limited to the Company's Privacy Policy or these TOU. By using the Membership Program or Content, you hereby submit to the exclusive jurisdiction and venue of these courts and consent irrevocably to personal jurisdiction in such courts and waive any defense of forum non conveniens. The prevailing party in any dispute between the parties arising out of or related to these TOU, whether resolved by negotiation, mediation, or litigation, shall be entitled to recover its attorneys' fees and costs from the other party.

15. Users Outside United States

The Company controls and operates the Membership Program from offices in the United States. The Company does not represent that materials on the Membership Program are appropriate or available for use in other locations. People who choose to access the Membership Program from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

16. Indemnification

You agree to defend, indemnify, release, and hold harmless the Company and any directors, officers, agents, contractors, partners, assigns, successors-in-interest and its and their employees from and against any and all claims, damages, obligations, losses, liabilities, costs, debt and expenses (including but not limited to attorney's fees) arising from or in connection with: (i) your use of the Membership Program or Content in violation of these TOU, (ii) any breach by you of these TOU or any representation and warranty made by you herein, (iii) any comment, post, or material you submit to the Company's website or any third-party forum or website operated by the Company, (iv) your use of materials or features available on the Membership

Program or Content (except to the extent a claim is based upon infringement of a third-party right by materials created by the Company) or (v) a violation by you of applicable law or any agreement or terms with a third party to which you are subject.

17. Force Majeure

The Company shall not be deemed in breach of this TOU if the Company is unable to complete or provide all of the Membership Program or any portion thereof by reason of fire, earthquake, labor dispute, act of God or public enemy, epidemic, pandemic, death, illness or incapacity of the Company or any local, state, federal, national or international law, governmental order or regulation or any other event beyond Company's control (collectively, "Force Majeure Event"). Upon occurrence of any Force Majeure Event, the Company shall give notice to Client of its inability to perform or of delay in completing or providing the Membership Program and shall propose revisions to the schedule for completion of the Membership Program or other accommodations or may terminate this TOU.

18. General Provisions.

This TOU may only be modified by agreement of both parties in writing. If any provision of this TOU is held invalid or unenforceable, the remainder of this TOU will remain in full force and the invalid or unenforceable provision will be replaced by a valid or enforceable provision.

This is the entire agreement of the parties and reflects a complete understanding of the parties with respect to the subject matter. This TOU supersedes all prior written and oral representations.

Updated on May 3, 2023.