

# GUSRANCH

## Terms of Service and User Agreement

Effective Date: April 1, 2026

Last Updated: April 1, 2026

**IMPORTANT — PLEASE READ CAREFULLY:** This Terms of Service and User Agreement ("Agreement") is a legally binding contract between you ("User," "you," or "your") and Horse Head Holdings, LLC (operating as GusRanch) ("GusRanch," "we," "us," or "our"). By accessing or using the GusRanch platform, you acknowledge that you have read, understood, and agree to be bound by all terms and conditions set forth herein. If you do not agree to these terms, you must not access or use the platform.

## 1. Acceptance of Terms

**BY ACCESSING OR USING THE GUSRANCH PLATFORM, OR BY COMPLETING THE REGISTRATION PROCESS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS OF SERVICE.**

By creating an account, accessing, or using the GusRanch platform (the "Platform"), you agree to be bound by this Agreement, the User Data section of these Terms (Section 9), and any additional terms and policies referenced herein. This Agreement constitutes the entire agreement between you and GusRanch regarding your use of the Platform.

You represent and warrant that you are at least eighteen (18) years of age and have the legal authority to enter into this Agreement. If you are using the Platform on behalf of a business entity, you represent that you have the authority to bind that entity to this Agreement.

GusRanch reserves the right to modify this Agreement at any time. We will notify users of material changes via email or through the Platform. Your continued use of the Platform after such notice constitutes acceptance of the modified terms.

## 2. Description of Services

GusRanch is an AI-assisted ranch management platform designed for exotic and game animal operations. The Platform provides software tools and services including, but not limited to:

- Herd tracking, inventory management, and animal record keeping

- Hormone level monitoring and reproductive cycle tracking
- Parasite management tools and treatment schedule tracking
- AI-generated recommendations for health protocols, breeding, and nutrition
- Animal sales listing, marketplace facilitation, and transaction processing
- Calving and birthing predictions
- Species intelligence data and reference materials
- Genetic information tracking and lineage records
- Financial reporting and operational analytics

The Platform is a software tool designed to assist ranch operators in managing their operations. GusRanch does not provide veterinary services, medical advice, breeding services, or any form of professional consultation. All outputs, recommendations, and data generated by the Platform are for informational and organizational purposes only.

### 3. AI-Generated Content Disclaimer

THIS SECTION CONTAINS CRITICAL INFORMATION ABOUT THE NATURE OF AI-GENERATED CONTENT PROVIDED THROUGH THE PLATFORM. PLEASE READ IT IN ITS ENTIRETY.

The GusRanch Platform utilizes artificial intelligence and machine learning technologies to generate recommendations, predictions, and analyses. These AI-generated outputs include, but are not limited to:

- Animal health protocol recommendations
- Breeding recommendations and genetic pairing suggestions
- Medication suggestions and dosage references
- Parasite treatment schedules and deworming protocols
- Calving and birthing predictions
- Species intelligence data and behavioral insights
- Nutritional and dietary recommendations
- Herd management strategies

ALL AI-GENERATED CONTENT IS PROVIDED STRICTLY FOR INFORMATIONAL PURPOSES ONLY. AI-generated recommendations are produced by automated systems that may contain errors, inaccuracies, omissions, or outdated information. GusRanch makes no representations or warranties regarding the accuracy, completeness, reliability, suitability, or timeliness of any AI-generated content.

### 3.1 Obligation to Verify

Users MUST consult with licensed veterinarians, qualified animal health professionals, and other relevant experts before taking any action based on AI-generated recommendations. You are solely responsible for independently verifying all information, recommendations, and predictions provided by the Platform through your own qualified staff and professional advisors.

### 3.2 No Professional Advice

AI-generated content does not constitute veterinary advice, medical advice, breeding consultation, legal advice, financial advice, or any other form of professional guidance. No AI output should be interpreted as a diagnosis, treatment plan, prescription, or professional recommendation.

### 3.3 User Responsibility

You acknowledge and agree that you bear sole and complete responsibility for all decisions made regarding your animals, including but not limited to health protocols, breeding decisions, medication administration, parasite treatments, nutrition, housing, transport, and all other operational decisions. Your reliance on any AI-generated content is entirely at your own risk.

## 4. No Veterinarian-Client-Patient Relationship

Use of the GusRanch Platform does NOT create a veterinarian-client-patient relationship (VCPR) between you, your animals, and GusRanch or any of its employees, contractors, agents, or affiliates.

The Platform is not a veterinary service and does not replace the professional judgment of a licensed veterinarian. Users are required to maintain a valid VCPR with a licensed veterinarian for all animals under their care and to comply with all applicable laws and regulations governing animal health and welfare.

## 5. Limitation of Liability

PLEASE READ THIS SECTION CAREFULLY. IT LIMITS THE LIABILITY OF HORSE HEAD HOLDINGS, LLC (OPERATING AS GUSRANCH) AND ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND AFFILIATES.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, HORSE HEAD HOLDINGS, LLC (OPERATING AS GUSRANCH), ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, AND AFFILIATES (COLLECTIVELY, THE "GUSRANCH PARTIES") SHALL NOT BE LIABLE FOR

ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, OR INABILITY TO USE, THE PLATFORM, INCLUDING BUT NOT LIMITED TO:

- Animal health outcomes, illness, injury, or death
- Financial losses, lost profits, or economic damages of any kind
- Breeding decisions or outcomes, including failed pregnancies, genetic defects, or undesirable offspring traits
- Medication errors, incorrect dosages, adverse drug reactions, or drug interactions
- Treatment decisions based on Platform data or AI-generated recommendations
- Data inaccuracies, data loss, or errors in records stored on the Platform
- Parasite management outcomes or failed treatment protocols
- Calving or birthing prediction inaccuracies
- Loss of business, loss of goodwill, or reputational damage
- Any other outcome, consequence, or result arising from the use of the Platform

THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, AND REGARDLESS OF WHETHER THE GUSRANCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE GUSRANCH PARTIES EXCEED THE TOTAL AMOUNT PAID BY YOU TO GUSRANCH IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

## 6. Disclaimer of Warranties

THE PLATFORM, INCLUDING ALL SOFTWARE, DATA, AI-GENERATED CONTENT, AND SERVICES, IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE.

GUSRANCH EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO:

- IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT
- WARRANTIES OF ACCURACY, RELIABILITY, OR COMPLETENESS OF ANY DATA OR AI-GENERATED CONTENT
- WARRANTIES THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS
- WARRANTIES THAT DEFECTS WILL BE CORRECTED OR THAT THE PLATFORM WILL MEET YOUR REQUIREMENTS
- WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE

GusRanch does not warrant that any information provided through the Platform is accurate, current, or complete. You acknowledge that data related to animal health, genetics, breeding, and operations may contain errors and that you should not rely solely on the Platform for any critical decisions.

## 7. Indemnification

You agree to indemnify, defend, and hold harmless the GusRanch Parties (as defined in Section 5, including Horse Head Holdings, LLC (operating as GusRanch)) from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of or reliance on the Platform; (b) your violation of this Agreement; (c) your violation of any applicable law or regulation; (d) any decision or action you take regarding your animals, operations, or business based in whole or in part on information obtained through the Platform; or (e) any third-party claim arising from your use of the Platform.

## 8. Payment Terms

### 8.1 Identity Verification Fee

Each user is required to pay a one-time, non-refundable fee of one dollar (\$1.00) for identity verification upon account creation. This fee is used to verify your identity and is not applied as a credit toward any other fees or services.

### 8.2 GusRanch Marketplace Transactions

GusRanch charges a commission on platform-facilitated transactions processed through the Platform, including but not limited to animal sales, product sales, service listings, and any other marketplace activity. The applicable commission shall be a percentage of the transaction amount as determined by GusRanch from time to time and displayed at the time of listing. By completing a transaction through the Platform, you authorize GusRanch to deduct the applicable commission from the transaction proceeds before disbursement.

### 8.3 Buyer Surcharges

Buyers may be subject to surcharges for payment processing when purchasing animals through the Platform. All applicable surcharges will be clearly disclosed to the buyer prior to completing a transaction.

### 8.4 Payment Processing

GusRanch facilitates payment processing through third-party payment service providers. GusRanch is not a bank, financial institution, or money services business. All payments are subject to the terms and conditions of the applicable payment processor. GusRanch is not responsible for any errors, delays, or failures in payment processing caused by third-party

providers.

## 8.5 Taxes

You are solely responsible for determining and paying any applicable taxes arising from your transactions on the Platform, including but not limited to sales tax, use tax, and income tax. GusRanch does not provide tax advice.

# 9. User Data

## 9.1 Ownership

You retain ownership of all data you input into or generate through the Platform, including but not limited to animal health records, genetic information, breeding records, financial transaction data, and operational data (collectively, "User Data").

## 9.2 License to GusRanch

By using the Platform, you grant GusRanch a non-exclusive, worldwide, royalty-free license to store, process, and display your User Data solely for the purpose of providing and improving the Platform and its services. GusRanch may use anonymized and aggregated data derived from User Data to improve the Platform, develop new features, and train AI models, provided that such data cannot reasonably be used to identify you or your specific animals.

## 9.3 Data Export

You may export your User Data at any time through the Platform's data export functionality. GusRanch will make commercially reasonable efforts to maintain data export capabilities in standard, machine-readable formats.

## 9.4 Data Security

GusRanch implements commercially reasonable security measures to protect User Data. However, no method of electronic storage or transmission is completely secure, and GusRanch cannot guarantee absolute security. You acknowledge the inherent risks of transmitting data over the internet and agree that GusRanch shall not be liable for any unauthorized access to or loss of your User Data, except to the extent caused by GusRanch's gross negligence or willful misconduct.

## 9.5 Data Retention

Upon termination of your account, GusRanch will retain your User Data for a period of thirty (30) days, during which you may export your data. After this period, GusRanch may permanently delete your User Data, except as required by law or as necessary for legitimate business purposes (e.g., transaction records for tax compliance).

## 10. Prohibited Uses

You agree not to use the Platform for any of the following purposes:

- Any illegal activity, including but not limited to the trafficking, trade, or possession of animals in violation of applicable federal, state, or local laws
- The management, tracking, sale, or trade of any species protected or regulated under the Convention on International Trade in Endangered Species of Wild Fauna and Flora (CITES), the Endangered Species Act (ESA), the Lacey Act, or any applicable state or international regulation, unless you possess all required permits, licenses, and authorizations
- Any activity that violates animal welfare or cruelty laws
- Misrepresenting the health, genetic background, or provenance of any animal listed for sale
- Circumventing or attempting to circumvent GusRanch's commission structure or payment systems
- Uploading false, misleading, or fraudulent information to the Platform
- Attempting to reverse-engineer, decompile, or disassemble the Platform's software or AI models
- Using the Platform to harass, threaten, or harm other users
- Reselling, sublicensing, or providing unauthorized access to the Platform

You are solely responsible for ensuring that your use of the Platform complies with all applicable laws and regulations, including but not limited to federal, state, and local wildlife laws, agricultural regulations, and animal welfare statutes. GusRanch does not verify the legality of any animal listed on the Platform and assumes no responsibility for the legal compliance of its users.

## 11. Intellectual Property

The Platform, including its software, AI models, algorithms, user interface, design, graphics, trademarks, and all related intellectual property, is owned by GusRanch or its licensors and is protected by applicable intellectual property laws. This Agreement does not grant you any ownership rights in the Platform. You are granted a limited, non-exclusive, non-transferable, revocable license to access and use the Platform in accordance with this Agreement.

## 12. Termination

### 12.1 Termination by User

You may terminate your account at any time by contacting GusRanch or using the account termination functionality within the Platform. Termination does not entitle you to a refund of any

fees previously paid.

## 12.2 Termination by GusRanch

GusRanch may suspend or terminate your account at any time, with or without cause, and with or without notice. Grounds for termination include, but are not limited to: violation of this Agreement, suspected illegal activity, non-payment of fees, or conduct that GusRanch determines to be harmful to the Platform, other users, or GusRanch's legitimate business interests.

## 12.3 Effect of Termination

Upon termination, your right to access and use the Platform ceases immediately. Sections 3 (AI-Generated Content Disclaimer), 4 (No Veterinary Relationship), 5 (Limitation of Liability), 6 (Disclaimer of Warranties), 7 (Indemnification), 9 (User Data), 13 (Governing Law and Dispute Resolution), and 14 (General Provisions) shall survive termination.

# 13. Governing Law and Dispute Resolution

## 13.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

## 13.2 Jurisdiction and Venue

Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State of Texas, and you consent to the personal jurisdiction of such courts.

## 13.3 Dispute Resolution

Prior to initiating any legal proceeding, the parties agree to attempt to resolve any dispute through good-faith negotiation for a period of thirty (30) days. If the dispute remains unresolved, either party may pursue binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, with the arbitration conducted in the State of Texas.

## 13.4 Class Action Waiver

YOU AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION.

# 14. General Provisions

## 14.1 Entire Agreement

This Agreement, together with the User Data section of these Terms (Section 9) and any other policies referenced herein, constitutes the entire agreement between you and GusRanch and supersedes all prior agreements, understandings, and communications, whether written or oral.

## 14.2 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid or unenforceable provision shall be modified to the minimum extent necessary to make it valid and enforceable.

## 14.3 Waiver

The failure of GusRanch to enforce any provision of this Agreement shall not constitute a waiver of that provision or any other provision.

## 14.4 Assignment

You may not assign or transfer this Agreement or any rights hereunder without the prior written consent of GusRanch. GusRanch may assign this Agreement without restriction.

## 14.5 Force Majeure

GusRanch shall not be liable for any failure or delay in performance resulting from causes beyond its reasonable control, including but not limited to acts of God, natural disasters, pandemics, war, terrorism, labor disputes, power failures, internet disruptions, or government actions.

## 14.6 Notices

All notices to GusRanch shall be sent to: [legal@gusranch.com](mailto:legal@gusranch.com). Notices to users will be sent to the email address associated with your account.

# 15. Contact Information

For questions, concerns, or inquiries regarding this Agreement, please contact us at:

Horse Head Holdings, LLC (operating as GusRanch)

Email: [legal@gusranch.com](mailto:legal@gusranch.com)

---