

TERMS OF USE

US FENCING ASSOCIATION TERMS OF USE

These Terms of Use ("Terms"), along with the USA Fencing's privacy policy (located here), are a legal agreement between you and USA Fencing ("USFA", "we" or "us") governing your access to and use of the mobile applications, websites and online services that USFA operates and that link to these Terms, including, without limitation, usafencing.org and member.usafencing.org/ (collectively, the "Platform"). Please read the Terms carefully before using the Platform. Using the Platform indicates that you accept and agree to be bound by the Terms. Do not use the Platform if you do not accept the Terms.

By using the Platform, you are representing and warranting that: (a) you are a legal resident of the United States; (b) you are at or above the legal age of majority in your jurisdiction of residence; (c) you own or have sufficient authorization to use the computer, mobile device, technology or other device you use to access the Platform (collectively, "Device"); and (d) you will access and use this Platform in accordance with these Terms.

THIS AGREEMENT INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THE PLATFORM TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. IF YOU WANT TO OPT-OUT OF THIS MANDATORY ARBITRATION AGREEMENT, THE DISPUTE RESOLUTION/ARBITRATION PROVISION BELOW DESCRIBES THE PROCEDURES YOU MUST FOLLOW TO DO SO. THE DISPUTE RESOLUTION/ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER.

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1. CHANGES TO THE TERMS OR TO THE PLATFORM

USFA may change or modify the Platform or the Terms at any time. Such changes, revisions, or modifications shall be effective immediately upon being posted. Any use of the Platform by you after we post changes to the Terms constitutes your acceptance of those changes.

USFA reserves the right, in its sole discretion, to restrict, suspend, or terminate your access to and use of the Platform, with or without prior notice. Otherwise, applicable sections of the Terms shall survive termination. USFA also reserves the right to seek all remedies available at law and in equity for violations of these Terms. Upon termination, you must cease all use of the Platform, including any of USFA Content (defined below).

2. DEVICES

To access any services available through the Platform, you must provide all communications services, equipment and software necessary to connect to the Platform ("Device(s)"). You are responsible for ensuring that your equipment and/or software does not disturb or interfere with the Platform's operations. If any upgrade in or to the Platform requires changes in your equipment or software (including the operating system for your Device), you must effect these changes at your own expense.

3. PROHIBITED CONTENT AND ACTIVITIES

You may not access or use, or attempt to access or use, the Platform to take any action that could harm us or any person or entity (a "person"), interfere with the operation of the Platform, or violate any laws. For example, and without limitation, you may not:

- Impersonate any person or falsely state or otherwise misrepresent your credentials, affiliation with any person, or the origin of any information you provide;
- Engage in unauthorized spidering, scraping, or harvesting of content or information, or use any other unauthorized automated means to compile information;
- Obtain or attempt to gain unauthorized access to other computer systems, materials, information or any services available on or through the Platform;
- Use any device, software, or routine to interfere or attempt to interfere with the proper working of the Platform or any activity conducted on the Platform or attempt to probe, scan, test the vulnerability of, or breach the security of any system, device or network;
- Circumvent, reverse engineer, decipher, decompile, disassemble, decrypt, or otherwise alter or interfere with (or attempt, encourage, or support anyone else's attempt to engage in such activities) any of the software comprising or in any way making up a part of the Platform. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited;
- Take any action that imposes an unreasonable or disproportionately large load on our network or infrastructure;
- Upload or otherwise transmit any communication, software, or material that contains a virus or is otherwise harmful to USFA's or its users' computers, devices or systems; or
- Engage in any other conduct that restricts or inhibits any person from using or enjoying the Platform, or that, in our sole judgment, exposes us or any of our affiliates, users or any other third party to any liability, damages, or detriment of any type.

Violations of system or network security and certain other conduct may result in civil or criminal liability. We may investigate and work with law enforcement authorities to prosecute users who violate the Terms. We may suspend or terminate your access to the Platform for any or no reason at any time without notice.

4. CONTENT YOU SUBMIT

Certain areas of the Platform may enable you to post comments, send emails, or otherwise provide information to USFA or other persons. You remain fully responsible for the materials that you provide to us or others, including without limitation information, audio recordings, photographs, video recordings, documents, or other materials submitted, posted, uploaded, sent or otherwise transmitted to us or others ("User Content"). You agree not to provide User Content that:

- Infringes on, misappropriates or otherwise violates the copyright, trademark, patent or other intellectual property right of any person, or reveals trade secrets or other proprietary information you do not have the right to disclose;
- Is false, misleading, libelous, slanderous, defamatory, obscene, abusive, hateful, or sexually explicit;
- Violates a person's right to privacy or publicity;
- Contains advertising, commercial activity or a solicitation of any kind;
- Degrades others, including but not limited to, on the basis of gender, race, class, ethnicity, national origin, religion, sexual preference, orientation or identity, disability, or other classification;
- Contains epithets or other language or material intended to intimidate or to incite violence; or
- Violates any applicable local, state, national, or international law, or advocates illegal activity.

Your License to Us. By submitting User Content, you grant us and our designees a royalty-free, irrevocable, perpetual, non-exclusive, worldwide, fully sub-licensable, transferable, license to publish, reproduce, distribute, display, perform, edit, adapt, modify, translate, create derivative works, make, sell, offer for sale, export, and otherwise use and exploit your User Content (or any portion thereof) in any way that we want and in any form, media, or technology now known or later developed. You hereby waive any moral rights you may have in your User Content. You represent that you have obtained all necessary permissions necessary to grant us those rights, including from any person identified in or implicated by your submission (including those shown in photographic content), and, in the case of minors, also from their parents or legal guardians, as appropriate.

No Obligation to Publish. We are not obligated to publish or use your User Content. USFA is not in any manner endorsing any User Content that it may publish or post on the Platform and cannot, and will not, vouch for its reliability. USFA is not responsible for any User Content and has no duty to monitor the User Content posted on the Platform. You use any information contained in User Content at your own risk. USFA and its designees have the right, in their sole discretion, to monitor, review, edit, remove, delete, disable, refuse, restrict, or terminate access to your User Content or the Platform (in whole or in part) at any time, without prior notice and in our sole discretion, for any or no reason. The obligations that you have to us under these Terms shall survive termination of the Platform, any use by you of the Platform, any User Content on the Platform, or these Terms. You will not continue to post any User Content that USFA has previously advised you not to post.

No Obligation to Monitor. You acknowledge and agree that we have the right, but not the obligation, to monitor all User Content. You further acknowledge and agree that while we reserve the right to remove User Content in our sole discretion for any reason, we have no duty to do so. We also reserve the right to turn over any User Content to law enforcement officials.

Unsolicited Creative Submissions. Other than User Content or content we specifically request, we do not accept or consider unsolicited creative materials (collectively, "Creative Submissions"). If, despite our request that you not do so, you submit Creative Submissions to USFA, you acknowledge and agree that you hereby automatically transfer your entire right, title and interest in and to such unsolicited Creative Submissions, including copyrights and all other intellectual property rights, to USFA. You expressly waive all moral rights in all unsolicited Creative Submission that you submit to USFA. You acknowledge and agree that no unsolicited Creative Submission that you submit to USFA will be subject to any obligation of confidentiality on the part of USFA, and that USFA will have the right to freely disclose and use all such unsolicited Creative Submissions for any purpose whatsoever, commercial or otherwise, without obligation to compensate you. You hereby waive any and all claims against USFA with respect to all such unsolicited Creative Submissions, including but not limited to claims of unfair competition, copyright infringement, trademark infringement, breach of implied contract and/or breach of confidentiality. Without limitation thereof, you agree that USFA is free to use any ideas, concepts, know-how or techniques contained in any communication you send to us for any purpose whatsoever including, but not limited to, developing, manufacturing and marketing products, services and content using such information, without any credit, notice, approval or compensation to you. You agree to execute such other instruments as may be necessary to effectuate the intent of this paragraph.

5. INTELLECTUAL PROPERTY

All content, information, materials, computer code, and software that are part of the Platform other than your User Content (collectively, the "USFA Content") is the property of USFA or third parties. You may access, use and display the Platform and download and print copies of USFA Content only for non-commercial, informational, personal use, without modification or alteration in any way, and only so long as you comply with these Terms.

Copyright and Other Intellectual Property Rights. USFA Content is protected under the copyright laws of the United States and other countries. You acknowledge that all copyrights and other intellectual property rights in the Platform are owned by USFA or its third-party licensors to the full extent permitted under the United States Copyright Act and all international copyright laws and all other applicable laws. Unless expressly permitted by an authorized person in writing, you may not copy, reproduce, distribute, publish, enter into a database, display, perform, modify, create derivative works from, transmit, or in any way use or exploit any part of USFA Content except that you may make use of the content for your personal, informational, non-commercial purposes only and as explained below, provided that you maintain all copyright and other notices posted along with USFA Content. To obtain written consent to use a copyrighted work, please contact us using the information in Section 15. Copying or downloading these materials for anything other than your personal use is a violation of these Terms.

Your Use of Content from Our Platform. USFA may, from time to time, offer Platform users the opportunity to download certain software from the Platform. For purposes of this Agreement, the term "software" includes any files or images incorporated in or generated by the software, and any data accompanying the software. We hereby grant to you a non-exclusive and non-transferable license, during the term of this Agreement, to download and use a single copy of any software that we so offer to Platform users on a single computer for your personal,

informational, non-commercial use only, provided that you keep intact all copyright and other proprietary notices contained in such software. We also invite you to download a single copy of the text, graphics, animation, photographs and other materials contained in the Platform on any single computer for your personal, informational, non-commercial use only, provided that you keep intact all copyright and other proprietary notices contained in such materials. The use of any such materials (including the software) in any other manner or for any other purpose, including on any other web site or networked computer environment or the creation of any derivative works from them, is prohibited.

Trade and Service Marks. For information on USFA's trade and service marks, please review the USA Fencing Brand Usage Guidelines, located [here](#).

Notice of Infringement. USFA respects intellectual property rights. If you believe in good faith that your work has been reproduced or is accessible on the Platform in a way that constitutes copyright infringement, please provide our designated agent with the following information in writing to USFA's Copyright Agent under the Digital Millennium Copyright Act ("DMCA"):

- An electronic or physical signature of the person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- Identification of the copyrighted work or a representative list of the works claimed to have been infringed;
- Identification of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;
- Your name, address, telephone number, and email address, so that we may contact you if necessary;
- A statement that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You may notify our designated copyright agent either by mail to USA Fencing, 210 USA Cycling Point, Suite 120, Colorado Springs, CO 80919 or by email at information@usafencing.org. You acknowledge that if you fail to comply with all the requirements of this section, your DMCA notice may not be valid.

6. THIRD PARTY LINKS

The Platform may contain links to other websites or online services that are operated by other persons and that are not under the direct control of USFA. Such links do not constitute an endorsement by USFA of those other websites or online services, the content displayed therein, or the persons associated therewith. These Terms do not apply to such other websites and online services, and such websites and online services are not part of the Platform. We encourage you to review the privacy policies and terms of use of these other websites or services.

7. REGISTRATION AND PASSWORDS

The Platform may permit or require you to register or select a password prior to permitting access to certain products or services available through the Platform. You acknowledge and agree that you are responsible for maintaining the confidentiality of your registration information and password, and for all uses of your password.

8. SMS TEXT MESSAGING TERMS AND CONDITIONS

By providing your cell phone number through the Platform, you agree to receive text messages to your number from **United States Fencing Association, Inc.** Texts will include messages about fundraising solicitations and organizational outreach. Message frequency varies. Reply STOP to opt-out. Reply HELP for help or more information. Msg and data rates may apply. Our Privacy Policy can be found here: <https://www.usafencing.org/current-members>.

Message Types. Text messages sent by USFA will include messages about fundraising solicitations and organizational outreach.

Message Frequency. Message frequency varies.

Msg and Data Rates. Msg and data rates may apply.

Opt-Out. You may opt out of receiving text messages at any time by texting STOP in reply to any text message you receive from us. After texting STOP, you will receive a final confirmation message and no further messages will be sent, unless you re-subscribe.

Help. Text HELP for help or more information regarding our SMS program.

No Mobile Opt-In Sharing. Mobile opt-ins and phone numbers collected for SMS communications are excluded from third-party sharing for marketing purposes. We will not sell, rent, or otherwise share your mobile opt-in information to third parties for promotional or marketing purposes. However, we may share your information with service providers for business operations and/or legal authorities when required by law or to protect our rights.

Opt-In Consent. By providing your cell phone number and opting in to receive SMS communications, you represent that you are the account holder for the phone number provided, or that you have the account holder's permission to opt in. Opt-in checkboxes are not pre-selected; your consent is voluntary and not required as a condition of purchasing any goods or services from USFA.

9. DISCLAIMER OF WARRANTIES

YOUR USE OF THE PLATFORM IS ENTIRELY AT YOUR OWN RISK. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE PLATFORM, INCLUDING WITHOUT LIMITATION THE OPERATION OF THE PLATFORM OR THE INFORMATION, MATERIALS, OR GOODS APPEARING OR OFFERED ON THE PLATFORM OR WITH RESPECT TO ANY WEBSITES LINKED FROM THE PLATFORM. THE PLATFORM IS PROVIDED "AS IS", "WITH ALL FAULTS," AND "AS AVAILABLE." WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DISCLAIM ALL WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO (I) THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, TITLE, QUIET ENJOYMENT, NO LIENS AND NO ENCUMBRANCES; (II) THE WARRANTIES AGAINST INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY PERSON; (III) WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE IN TRADE; AND (IV) THE WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS, OR COMPLETENESS OF DATA OR CONTENT MADE AVAILABLE ON THE PLATFORM OR OTHERWISE BY USFA. FURTHER, THERE IS NO WARRANTY THAT THE PLATFORM WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON OR THE NEEDS OR REQUIREMENTS SET FORTH IN ANY DOCUMENTATION. WE MAKE NO WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, THAT THE PLATFORM, INCLUDING WITHOUT LIMITATION USFA CONTENT, FUNCTIONS OR MATERIALS CONTAINED

THEREIN, WILL BE TIMELY, SECURE, ACCURATE, ERROR-FREE, COMPLETE, UP-TO-DATE, FREE OF VIRUSES, OR UNINTERRUPTED. USFA DOES NOT NECESSARILY ENDORSE, SUPPORT, SANCTION, ENCOURAGE OR AGREE WITH ANY USFA CONTENT OR ANY USER CONTENT, AND WE EXPRESSLY DISCLAIM ANY AND ALL REPRESENTATIONS, WARRANTIES AND LIABILITIES IN CONNECTION WITH ANY USER CONTENT OR USFA CONTENT. USFA MAKES NO REPRESENTATION THAT THE PLATFORM IS APPROPRIATE OR AVAILABLE FOR USE OUTSIDE OF THE UNITED STATES. NO ORAL OR WRITTEN INFORMATION MADE AVAILABLE BY OR ON BEHALF OF USFA SHALL CREATE ANY WARRANTY.

IF APPLICABLE LAW DOES NOT ALLOW THE EXCLUSION OF SOME OR ALL OF THE ABOVE IMPLIED OR STATUTORY WARRANTIES TO APPLY TO YOU, THE ABOVE EXCLUSIONS WILL APPLY TO YOU TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

10. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING WITHOUT LIMITATION NEGLIGENCE, WILL USFA, ITS AFFILIATES, OR ANY PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE PLATFORM BE LIABLE FOR DAMAGES OR LOSSES INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES AND LOST PROFITS ARISING OUT OF THE TERMS OR YOUR ACCESS, USE, MISUSE, OR INABILITY TO USE THE PLATFORM, INCLUDING WITHOUT LIMITATION ANY USFA CONTENT OR USER CONTENT, OR ANY SITES LINKED FROM THE PLATFORM. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF USFA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, OR LINE OR SYSTEM FAILURE.

Because some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, USFA's liability in such jurisdictions shall be limited to the extent permitted by law.

Any claim against us shall be limited to the amount you paid, if any, for use of the Platform.

11. INDEMNIFICATION

You agree to indemnify, hold harmless, and defend USFA, and its affiliates and licensors, and each of their respective officers, directors, contractors, agents, employees, successors and assigns from and against any and all demands, claims, damages, liabilities, judgments, fines, interest, penalties, losses, costs, expenses and harms, including without limitation reasonable attorneys' fees and fees of other professional advisers, arising out of or in connection with (i) your use of the Platform (including, without limitation, your User Content and your use of any USFA Content), (ii) your online conduct, (iii) your violation or breach of these Terms, (iv) your failure to comply with any applicable laws or regulations, (v) your negligence, willful misconduct, or violations of the intellectual property or other rights of any person, or (vi) any of your dealings or transactions with other persons resulting from use of the Platform. You shall not settle any such claim without the prior written consent of USFA. These obligations will survive any termination of these Terms.

12. DISPUTE RESOLUTION / ARBITRATION

This section applies to any dispute you have with USFA, unless the dispute involves rights to your, USFA's, or our licensor's intellectual property.

Location and Governing Law. These Terms are governed by, and must be construed in accordance with, the laws of the United States and the State of Colorado, as applicable, without giving effect to their principles of conflicts of law. By using the Platform, you waive any claims that may arise under the laws of other states, countries, territories or jurisdictions.

Notice of Dispute. For any problem or dispute that you may have with USFA, you acknowledge and agree that you will first give USFA an opportunity to resolve your problem or dispute. This includes you first sending a Notice of Dispute, which is a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and a proposed solution. You must send any Notice of Dispute by U.S. Mail to the Legal Department, United States Olympic & Paralympic Committee, One Olympic Plaza, Colorado Springs, CO, 80909. You then agree to negotiate with USFA in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after USFA's receipt of your written description of it, you agree to the further dispute resolution provisions below.

Small Claims Court. You may litigate any dispute in small claims court in El Paso County, CO or in your own county of residence, if the dispute meets all the requirements to be heard in small claims court. You may litigate in small claims court whether or not you negotiated informally first.

Binding Arbitration. If you and USFA do not resolve any dispute by informal negotiation or in small claims court, any other effort to resolve the dispute will be conducted exclusively by binding arbitration as described in this section. You are giving up the right to litigate (or participate in as a party or class member) all disputes in court before a judge or jury. Instead, all disputes will be resolved before a neutral arbitrator, whose decision will be final except for a limited right of appeal under the Federal Arbitration Act. Any court with jurisdiction over the parties may enforce the arbitrator's award.

Class Action Waiver. Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor USFA will seek to have any dispute heard as a class action or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitrations or proceedings.

Arbitration Procedures. Any arbitration will be conducted by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules. You agree to commence arbitration only in your county of residence or in El Paso County, Colorado. USFA agrees to commence arbitration only in your county of residence. You may request a telephonic or in-person hearing by following the AAA rules. In a dispute involving \$10,000 or less, any hearing will be telephonic unless the arbitrator finds good cause to hold an in-person hearing instead. The arbitrator may award the same damages to you individually as a court could. The arbitrator may award declaratory or injunctive relief only to you individually, and only to the extent required to satisfy your individual claim.

Claims or Disputes Must Be Filed Within One Year. To the extent permitted by law, any claim or dispute under this agreement must be filed within one year in small claims court, or in an arbitration proceeding. The one-year period begins when the claim or Notice of Dispute first could be filed. If a claim or dispute isn't filed within one year, it's permanently barred.

13. GENERAL

Integration and Severability. These Terms constitute the entire agreement between USFA and you, superseding any prior or contemporaneous communications and proposals (whether oral, written or electronic) between you and us. In the event any provision of these Terms is held unenforceable, it will not affect the validity or enforceability of the remaining provisions and will be replaced by an enforceable provision that comes closest to the intention underlying the unenforceable provision.

No Waiver. Our failure to enforce any provisions of the Terms or respond to a breach by you or other parties shall not in any way waive our right to enforce subsequently any terms or conditions of the Terms or to act with respect to similar breaches.

Assignment and Binding Effects. You must not assign these Terms or any rights or obligations herein without the prior written consent of USFA and any attempted assignment in contravention of this provision is null and void and of no force or effect. USFA has the right to assign these Terms, and any of its rights or obligations herein. These Terms are binding upon each party and its respective successors, heirs, trustees, administrators, executors and permitted assigns.

Separate Terms and Conditions. In connection with your use of the Platform, you may be asked to consent to policies or terms and conditions in addition to these Terms. Please read these supplemental policies and terms carefully before making any use of such portions of the Platform. Any supplemental terms will not vary or replace these Terms regarding any use of the Platform, unless otherwise expressly stated.

14. FOR IOS AND ANDROID USERS

You acknowledge that these Terms are an agreement between you and USFA only, and not with the app store where you downloaded USFA related app (for iOS users, the App Store operated by Apple Inc. ("Apple") or for Android users, the Google Play store operated by Google Inc. ("Google")). Apple or Google are not liable for any damages related to the Platform. Apple and Google shall each be a third-party beneficiary of this agreement with respect to this paragraph.

15. CONTACT INFORMATION

Please direct any questions, complaints or claims related to the Platform or your use of the Platform, or requests to use a copyrighted work or trade or service mark right to information@usafencing.org or send a letter to us at:

USA Fencing

210 USA Cycling Point, Suite 120

Colorado Springs, CO 80919

Please also send a copy of the letter to USFA General Counsel at the same address.