

# Terms of Service

June 1, 2019

These are the online Terms of Service (“Terms”) for the Archery Trade Association, Inc. (“ATA”), a not-for-profit 501(c)(6) corporation. These Terms apply to your use of our websites, My ATA online account, booth selection software, mobile applications, and all other digital and online services provided by the ATA, as well as to the processing of your information related to your ATA membership, membership directory, program participation, registration and attendance at ATA trade shows and events, and to data collected we collect from you offline, including information collected at trade shows (collectively, the “Services”). They do not apply to third party websites, applications, or services (including our affiliates’). Additional policies and terms may apply to certain uses of information by ATA, and you will be notified at the point of collection of any additional policies that may apply.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, OBLIGATIONS, AND AVAILABLE REMEDIES RESULTING FROM YOUR USE OF THE SERVICES. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AS DESCRIBED BELOW.

## 1. Your Acceptance of the Terms

Please be aware that these Terms constitute a binding legal agreement between you and ATA outlining your legal rights, obligations, and remedies arising from your use of the Services. You agree you are responsible for your use of the Services and any consequences resulting from your use of the Services. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. If you do not agree to these Terms, you may not use the Services.

You may use the Services only if you can form a binding contract with ATA and are not a person barred from receiving services under the laws of the United States or other applicable jurisdictions. By accessing or using the Services, you (the “User”) represent and warrant that you have the right, authority, and capacity to enter into this Agreement, you will abide by these Terms, and that you have read, understand, and agree to be bound by these Terms, by the terms of ATA’s Privacy Policy located at <https://archerytrade.org/privacy-policy/>, and by the terms of ATA’s bylaws located at <http://archerytrade.org/about-ata/bylaws-and-conduct/>. These Terms apply to anyone who accesses or uses the Services, whether or not you have registered for an account with ATA.

The Services are always evolving, and the form and nature of the Services may change from time to time without prior notice to you. In addition, ATA may permanently or temporarily stop providing the Services, or features of the Services, and may not provide you with prior notice.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. BY ACCESSING OR USING THE SERVICES, YOU AGREE YOU ARE BOUND BY THESE TERMS OF SERVICE IN THEIR ENTIRETY. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS INCLUDED WITHIN THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE SERVICES.

## 2. Privacy

ATA knows you care about your privacy. Any information you or other users provide to ATA or which we collect about you or others is subject to our Privacy Policy. To learn more about how ATA collects, uses, shares, and secures your information, please review ATA’s Privacy Policy at <https://archerytrade.org/privacy-policy/>, which is incorporated into your agreement with ATA by this reference.

## 3. Eligibility To Use The Services

The Services are intended for legal use by adults only and are not directed to children under the age of 16. You may not use the Services in any manner if you are under the age of 18 and any registration by anyone under 16 is void. By accessing or using the Services and thereby agreeing to these Terms, you represent and warrant to us: (1) that you are

at least 16 years of age; (2) that you have not previously been suspended or removed from the Services; and (3) that your use of the Services are in compliance with any and all applicable laws and regulations.

## 4. Your Representations & Warranties to ATA

By using the Services, you represent, warrant, and agree:

1. You will only use the Services for lawful purposes, and you will not use the Services for sending, storing, or distributing any unlawful material or for fraudulent purposes;
2. You will not use the Services to cause nuisance, annoyance or inconvenience;
3. You will not impair the proper operation of the Services or any network which is used to support or access the Services;
4. You will not try to harm the Services in any way whatsoever;
5. You will not copy, or distribute the Services or other content without written permission from ATA;
6. You will only use the Services for your own use and will not resell any aspect of the Services to a third party;
7. You will keep secure and confidential your account password or any identification we may provide you which allows access to the Services; and
8. You will provide us with whatever proof of identity we may reasonably request.

## 5. Accounts & Registration

**Registering for a Services Account:** To use or access certain Services or features of the Services, you may be asked to register for a user account (a “**Services Account**”) and become a registered user of the Services (a “**Registered User**”). By becoming a Registered User, you agree to (1) provide accurate, current, and complete information about yourself and/or the Registered User during the registration process; (2) maintain and promptly update such information to keep it accurate, current, and complete; (3) maintain the security of your password and login information, and that you will not disclose your password or login information to any third party; (4) accept full responsibility for all use of any Services Account you register, and for any actions that arise from or take place using your Services Account, whether or not you have authorized such actions or use; and (5) immediately notify ATA of any unauthorized use of your Services Account. Failure to abide by this Agreement constitutes a breach of these Terms, which may result in immediate termination of your Services Account. In addition, by becoming a Registered User you acknowledge that you have read, understand, and agree to be bound by ATA Membership Terms and Conditions, located at <http://archerytrade.org/membership/terms-and-condition/>.

**Your Services Account Information:** You may not select or use a Services Account name, handle, or login that: (1) is comprised of or includes the name of another person with the intent to impersonate that person; (2) is subject to any rights of a person other than you without appropriate authorization; (3) suggests a false association between you and ATA; or (4) that, in ATA’s sole discretion, is offensive, vulgar, or obscene. ATA reserves the right to refuse registration of a Services Account, or cancel any account name, in its sole discretion.

**ATA’s Termination of Access to the Services:** ATA maintains the right to suspend or disable your access to the Services and any Services Account you may have created, or terminate these Terms, at its sole discretion and without prior notice to you if you breach the Terms, or if ATA otherwise determines such action is warranted. ATA reserves the right to revoke your access to and use of the Services at any time, with or without cause, whether or not you have established a Services Account or are a Registered User.

**Your Cancellation of Your Services Account or Use of the Services:** You may cancel your Services Account or your access to the Services at any time by contacting ATA using the information below. Upon cancellation of your Services Account, ATA may: (1) retain your information and content indefinitely; (2) continue to use your information for research purposes indefinitely; and (3) retain, use, and continue to show information about your use of the Services.

## 6. User Conduct

As a condition of your use of the Services, you agree not to use the Services: (1) for any illegal purpose; (2) for any purpose that is prohibited by these Terms; or (3) for any other purpose not reasonably intended by ATA as typical or

expected use of the Services consistent with the purposes for which the Services as created. You specifically agree you will not do any of the following:

1. Use the Services for or in connection with any illegal purpose, including any violation of any applicable local, state, national, or international law, or rule or regulation having the force of law;
2. Abuse, harass, threaten, impersonate, or intimidate others;
3. Post, upload, or otherwise distribute or post links to any content that is unlawful, defamatory, libelous, inaccurate, or that you do not have all necessary rights to transmit, or that ATA or a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate as determined by ATA in its sole discretion;
4. Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain any password or other confidential information, or private information from any Services User;
5. Create or submit unwanted email (“Spam”) to any other person or any URL;
6. Submit content linking or otherwise directing others to affiliate programs, multi-level marketing schemes, or off-topic content;
7. With the exception of accessing RSS feeds, to use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission;
8. Take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
9. Interfere or attempt to interfere with the proper working of the Services or any activities conducted on or through the Services;
10. Bypass any measures we may use to prevent or restrict access to the Services or any part of the Services;
11. Interfere with the operation of the Services or any User’s enjoyment of the Services, including without limitation, by: (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious software or code; (ii) making unsolicited offers, advertisements, or other solicitations, directing spam or other unsolicited communications to other Users, or conducting your own contests or promotions using the Services; (iii) attempting to collect personal information about Users or third parties without their consent; or (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Services, or violating the regulations, policies, or procedures of such networks, equipment, or servers;
12. Share, sell, or otherwise transfer the access granted to you to the Services, including information regarding your Services login information, or password, or otherwise permit any other person to access the Services using your information, login, or password.
13. Use the Services, related content, or any component thereof, for any unintended commercial purpose, including advertising, offering for sale, or selling any item using the Services;
14. Violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party Intellectual Property or other legal rights;
15. Reproduce, distribute, publicly display or perform, modify, make derivative works of, redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Services, Content, code or program, available to others, in whole or part;
16. Interfere with security features of the Services, including without limitation, by: (i) disabling or circumventing features that prevent or limit use or copying of content, or which violate copyrighted or otherwise legally protected software; or (ii) reverse engineering or otherwise attempting to extract the source code of the Services or any part thereof, except to the extent that such activity is expressly permitted by applicable law;
17. Perform any fraudulent activity using or in connection with the Services, including impersonating any person or entity, claiming false affiliations, accessing the accounts or passwords of others without permission, or falsifying your age, date of birth, or contact information; or
18. Attempt to do any of the foregoing in this Section, or assist or permit any persons in engaging in any of the activities described in this Section.

## 7. Content & Licenses

### Content Definitions

There are various types of content involved in providing and operating the Services. Throughout the remainder of these Terms, we will use the term “**Content**” to mean all text, links, graphics, images, photos, music, software, audio, video, information, software, copyrights, trademarks, trade dress, and other materials and intellectual properties

comprising or included within the Services. **“ATA Content”** means Content that ATA makes available to you through the Services, including Content owned by ATA or licensed to ATA from a third party (excluding User Content). **“User Content”** means any Content posted, uploaded, published, submitted, transmitted, or otherwise made available through the Services by a User, whether or not a Registered User, or whether or not a User owns or created the Content, including all copyrights, inventions, and other Intellectual Property rights. **“Collective Content”** collectively refers to all of the Content available through the Services, including ATA Content and User Content.

## **Content Ownership**

All ATA Content is owned by ATA or its third party licensing partners. Your use of the Services does not grant you any rights to the use or control of any of ATA Content, except those rights expressly granted by this Agreement. Any copying, republication, redistribution, or creation of derivative works based upon ATA Content, including by caching, framing or any similar means, without the prior written consent of ATA is strictly prohibited.

The Services and ATA Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, ATA and its licensors exclusively own all right, title and interest in and to the Services and ATA Content, including all associated Intellectual Property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or ATA Content. ATA or its partners shall retain all worldwide rights in and to all Intellectual Property comprising or included within ATA Content, including, but not limited to all trademarks, graphics, logos, designs, page headers, button icons, scripts, service names, software code, the “look and feel” of the Services, and copyrighted works associated with the Services are common law and/or registered copyrights, trademarks, and/or trade dress of ATA.

You should assume that everything you read or see on the Services are copyrighted or otherwise protected and owned by ATA, or a third party who licensed the right to use such content to ATA. Unless otherwise expressly noted, nothing that you read or see on the Services or other Collective Content, or any of the source code or HTML code that ATA uses to generate the Services may be copied, reproduced, modified, distributed, transmitted, republished, displayed, or performed for commercial use without the prior written consent of ATA or the appropriate Content owner without prior written consent, except as provided in these Terms or otherwise permitted by relevant law.

No Collective Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without ATA’s prior written permission, with the exception of your own User Content that you legally post on the Services. Except for your own User Content, you may not upload or republish Collective Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Collective Content is strictly prohibited.

ATA is not the publisher or speaker of User Content, or any other information on the Services provided by third party content providers, and ATA is not liable for any claims related to such information. Any mention in the Services of products or websites provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by ATA. ATA assumes no responsibility for those products or services.

## **ATA’s License to You**

Subject to your compliance with these Terms, ATA grants you, to the extent it is able to do so, a limited, non-exclusive, non-transferable, non-sublicensable license to access, view, download, print, and otherwise use the Services and the Collective Content as intended.

You agree you will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise except for the licenses and rights expressly granted in these Terms. Any use of the Services or the Collective Content other than as specifically authorized herein, without the prior written permission of ATA, is strictly prohibited and will immediately terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to Intellectual Property rights,

whether by estoppel, implication or otherwise. This license is revocable by ATA at any time without notice and with or without cause.

### **Your License to ATA**

Certain features of the Services may permit our Users to post, upload, publish, submit, or transmit User Content they created, owned, or are authorized to use, to be made available through the Services. By making available User Content through the Services, you hereby grant to ATA and its respective subsidiaries, affiliates, successors, assigns, licensees, resellers, sub-licensees, and other such parties as ATA may designate from time to time, which may include any or all other users of the Services, an irrevocable, worldwide, perpetual, non-exclusive, transferable, sublicensable, royalty-free license, to use, reproduce, access, view, copy, adapt, import, edit, modify, reformat, translate, post, distribute, license, sell, offer to sell, transfer, commercialize, publicly display, publicly perform, transmit, stream, broadcast, create derivative works from, and otherwise utilize such User Content, in whole or in part, for any purpose whatsoever, in any and all media and distribution methods (now known or later developed), including, without limitation, on or within the Services, or for advertising or marketing of the Services, as well as a license to use your name and likeness in marketing materials and in the Services to promote your use of the Services. You agree and acknowledge that this license cannot be terminated and the waiver cannot be revoked without the express written consent of ATA once you have submitted User Content within the Services.

Your grant of this license to ATA to utilize your User Content and any derivative works of the User Content created by using the Services does not displace your ownership of the User Content, or any license or authority you may have from any third parties to utilize the Content you share as User Content. ATA does not claim ownership rights in your User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Services. Accordingly, you represent and warrant that: (1) you either are the sole and exclusive owner of all User Content that you make available through the Services, or that you have all rights, licenses, consents, and releases necessary to utilize and share the User Content, and to grant ATA the rights in such User Content contemplated under these Terms; (2) neither the User Content, your posting, uploading, publication, submission, or transmittal of the User Content, or ATA's use of the User Content (or any portion thereof) on, through, or by means of the Services will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other Intellectual Property rights, or rights of publicity or privacy, or contractual rights or agreements, or result in the violation of any applicable law or regulation; and (3) any persons identified, depicted, or shown in your User Content, in whole or part, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the User Content on and through the Services.

We do not approve, control or endorse your or anyone else's User Content and have no obligation to do so. However, we reserve the right (but assume no obligation) to remove or modify any User Content from the Services at any time, for any reason.

## **8. Copyright Policy**

ATA respects the Intellectual Property of others. It is our policy to respond expeditiously to legitimate claims of copyright and other Intellectual Property infringement. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable Intellectual Property laws. Upon receipt of notices complying or substantially complying with the DMCA, we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for Users of the Services who are infringers. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, ATA will also terminate a User's account if the User is determined to be a repeat infringer.

### **Notifying ATA of Copyright Infringement**

To provide ATA with notice of an infringement, you must provide a written communication to the attention of "ATA: DMCA Notification Department" at [privacy@archerytrade.org](mailto:privacy@archerytrade.org) that sets forth the information specified by the DMCA

(which may be available at: <http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright.

We must receive the following information from you:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other Intellectual Property interest;
2. A description of the copyrighted work or other Intellectual Property that you claim has been infringed;
3. A detailed description of where the material that you claim is infringing is located or found on the Services;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or Intellectual Property owner or authorized to act on the copyright or Intellectual Property owner's behalf.

### **Providing ATA with Counter-Notification**

If we remove or disable access to content in response to an infringement notice, we may make reasonable attempts to contact the owner or administrator of the affected content. If your material has been removed and you feel that your material does not constitute infringement, you may provide us with a counter notification by written communication to the attention of "ATA: DMCA Counter Notification Department" at [privacy@archerytrade.org](mailto:privacy@archerytrade.org) that sets forth all of the necessary information required by the DMCA (which may be available at: <http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommended seeking advice of an attorney.

## **9. Third Party Advertising & Marketing**

ATA employs third party advertising and marketing partners to deliver ads, information, and other promotions to you, both through the Services, and via other mechanisms to provide such materials to you outside of the Services such as on third party websites or platforms. By agreeing to our Terms, you agree to receive such advertising and marketing from ATA and our partners. If you do not wish to receive such advertising, you may notify us in writing using the contact information provided below. ATA may compile and release information regarding you and your use of the Services on an anonymous basis as part of a customer profile or similar report or analysis. You agree that it is your responsibility to take reasonable precautions in all actions and interactions with any third party you interact with through the Services.

## **10. Intellectual Property**

ATA and its licensors and partners own all rights, titles, and interests in and to the Services, and all related Intellectual Property rights, including all registered and unregistered trademarks, trade dress, graphics, logos, designs, page headers, button icons, scripts, service names, software code, inventions, copyrights, and copyrightable works, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Services, excluding User Content (collectively, the "ATA IP"). ATA IP may not be used in connection with any product or service in any manner that is likely to cause confusion or otherwise violate the rights granted to us in ATA IP, including use of any ATA IP as part of third-party trademarks, trade dress, and/or as part of domain names, email addresses, account names or handles, or other digital properties.

This Agreement is not a sale and does not convey to you any rights of ownership in or related to the Services, or any Intellectual Property rights owned by ATA. ATA name, ATA logos and designs, and the product and service names associated with the Services are trademarks of ATA or its affiliated third parties, and no right or license is granted to you by this Agreement to use ATA IP for purposes not directly related to your use of the Services.

## 11. Linking & Framing

ATA grants you a limited, revocable, and non-exclusive right to create a hyperlink to the web pages of the Services, so long as the links do not portray ATA or its products or services falsely or misleadingly. You may not use any of ATA's logo or other proprietary graphics or trademarks as part of the link without express permission. "Framing" or "mirroring" the Services or any of its content is prohibited without the prior written consent of ATA.

The Services may contain links to third-party websites or resources, such as our online store, YouTube, Twitter, and Facebook. You acknowledge and agree that ATA is not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by ATA of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources. You further acknowledge and agree that ATA shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

## 12. Email Notifications

As part of your use of the Services, you may be asked to elect to receive certain email notifications from ATA and its partners. These messages may include event updates and other promotions. Your election to receive such messages represents your express written consent to receiving emails from ATA related to the Services. You may opt-out of receiving certain notifications in association with the Services by completing the opt-out process provided to you with each email message. By opting-out of receiving notifications, you understand that we may not be able to communicate important information to you. Please note we may still contact you regarding certain important Services announcements or notifications even if you have opted-out from other messages.

## 13. Notices

You consent to receive from ATA all communications, including notices, agreements, legally required disclosures or other information in connection with the Services (collectively, "**Notices**") electronically. ATA may provide such Notices by posting them on or within the Services, by electronic mail to your email address on record in ATA's account information, or by written communication sent by first class mail or pre-paid post to your address on record. You agree that we may communicate with you regarding ATA and other entities by electronic means to your mobile device and that certain information about your usage of the Services may be communicated to us. In the event you change or deactivate your mobile device, you agree to promptly update your information to ensure that your messages are not sent to the person that acquires your old device.

## 14. Termination

ATA may change, suspend or discontinue the Services for any reason, at any time, including the availability of any Services, features, or Content, without notice to you. ATA may also impose limits on certain services, features, or Content, or restrict your access to parts or all of the Services with or without notice to you.

ATA may also terminate or suspend your use of or access to the Services at any time, immediately, without notice, and without refund, for any violation of these Terms, in our sole and absolute discretion. Upon such termination or suspension, you must immediately cease accessing or using the Services, and agree not to access, re-download, re-register or otherwise make use of, or attempt to use, the Services.

ATA may also remove or disable access to any Collective Content and suspend or ban your access to the Services or any ATA account at any time for any violation of these Terms, including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content. To report violations of the Terms, please contact ATA using the information below. You are solely responsible for your interactions with other Users of the Services. ATA reserves the right, but has no obligation, to monitor disputes between you and other Users.

You acknowledge that we reserve the right to take action, technical, legal, or otherwise, to block, nullify, or deny your ability to access the Services. You understand that we may exercise this right in our sole discretion, and this right shall

be in addition to and not in substitution for any other rights and remedies otherwise available to ATA. Continued use of the Services, its components, databases, or documentation, or any part thereof, after termination is a breach of the terms of this Agreement and a violation of copyright laws. You acknowledge that we may disable access to, refuse to post, or modify or remove any information or content, in whole or in part, for any reason or no reason at all. All provisions of this Agreement, which by their nature should survive termination, shall survive the termination of this Agreement, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

## **15. Export Control**

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Services, nor any technical data related thereto, nor any direct product thereof, is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the Services, you represent and warrant that: (1) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

## **16. International Use**

The Services are controlled and operated by ATA from within the United States. ATA makes no representations that materials contained within the Services are appropriate or available for use in other locations, and access to the Services from locations where such activity is illegal is prohibited. Those who choose to use the Services from other locations do so of their own initiative and are solely responsible for compliance with all applicable laws.

## **17. Indemnity**

You agree you shall indemnify and hold harmless ATA, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders, and employees against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or related to the Services, use of the Services, violation of the Terms, or the infringement by you of any Intellectual Property, or violation of any right of any person or entity by you or any third party using your information, login, or password.

## **18. Warranty Disclaimers**

You acknowledge that ATA has no control over, and no duty to take any action regarding: (1) which Users gain access to the Services; (2) what effects the Content or the Services may have on you; (3) how you may interpret or use the Content or the Services; or (4) what actions you may take as a result of having been exposed to the Content or the Services.

You release ATA from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. ATA makes no representations concerning any content contained in or accessed through the Services, and ATA will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. ATA makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. ATA cannot guarantee that you will obtain the results you seek or warrant that Services will be error-free. ATA makes no representation or warranty of any kind with respect to use of Services or the use or accuracy of the information on the Services.

USER ACCESSES THE SERVICES AT HIS OR HER OWN RISK. THE SERVICES ARE PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLETENESS OF ANY WEBSITE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY ATA ARE HEREBY DISCLAIMED. NEITHER ATA NOR ANY PARENT COMPANIES, SUBSIDIARIES,



AFFILIATES, LICENSORS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND NO WARRANTY IS MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF ATA, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. IN NO EVENT WILL ATA OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS, OR ILLEGAL CONDUCT OF USERS OF THE SERVICES.

## **19. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF ITS LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, NEITHER ATA NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THESE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF OR DAMAGE TO DATA OR INFORMATION OF ANY KIND, DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER, PERSONAL INJURY, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES (WHETHER THE CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHER LEGAL THEORY) ARISING OUT OF THIS AGREEMENT OR IN CONNECTION WITH USE OF THE SERVICES OR CONTENT, OR FOR ANY DIRECT DAMAGES IN EXCESS OF \$100 (IN THE AGGREGATE), EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

The “Disclaimer” and “Limitation of Liability” provisions of this Agreement are for the benefit of ATA as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

## **20. General Terms**

### **Entire Agreement**

The Terms, including the incorporated ATA Privacy Policy, constitutes the entire agreement between Users of the Services and ATA regarding Users’ use of and access to the Services. Your use of the Services is intended for your enjoyment and benefit and the provision of the Services to you constitutes the sole and sufficient consideration that you are entitled to receive for any content or other contributions you have made to the Services.

### **Governing Law and Jurisdiction**

All matters relating to the Services and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Services shall be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

### **Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

## **Waiver & Severability**

The failure of ATA to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

## **Controlling Law & Jurisdiction**

These Terms and any action related thereto will be governed by the laws of the State of Indiana without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Marion County, Indiana, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any enactment of the Uniform Computer Information Transactions Act shall apply to this Agreement. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Services or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred. In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

## **Transfer & Assignment**

This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by you without the written consent of ATA. ATA may assign this Agreement upon ten (10) days prior written notice to you provided via email (if available) and by posting notice to the Services. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

## **No Independent Contractor or Joint Venture**

The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

## **21. Changes To Our Terms**

ATA may modify these Services Terms of Service from time to time. The most current version of these Terms will govern your use of the Services and will be located at <https://archerytrade.org/legal/>. We will notify you of material changes to these Terms by posting a notice at the Services. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Services Terms of Service.

## **22. Contact the Archery Trade Association**

Archery Trade Association  
P.O. Box 70, New Ulm MN 56073  
United States

Toll Free :( 866) 266-2776  
Direct: (507) 233-8130  
[privacy@archerytrade.org](mailto:privacy@archerytrade.org)