

## **Terms of Use**

Welcome to the Union Sportsmen's Alliance ("USA") Website. Please carefully review our Terms of Use before you begin using the site. Thank you.

### **A. Your Acceptance**

By using and/or visiting this Website (the "USA Website," or "Website"), you signify your agreement to (1) these terms and conditions (the "Terms of Use"), and (2) USA's Privacy Policy, incorporated here by reference. If you do not agree to any of these terms, or the Privacy Policy, you are not authorized to use the USA Website.

Although we may attempt to notify you when major changes are made to these Terms of Use, you should periodically review the most up-to-date version. USA may, in its sole discretion, modify these Terms of Use at any time. By continuing to use this website following our posting of such changes, you agree to be bound by these Terms of Use, as modified.

Your account information, as well as other personally identifiable information that you provide us about yourself on our sites, is subject to our Privacy Policy.

### **B. General Use of the Website -- Permissions and Restrictions**

USA hereby grants you permission to access and use the Website as set forth in these Terms of Use, provided that:

1. You do not collect any personally identifiable information of others, including user names or email addresses, from the Website unless an individual provides you with his/her personally identifiable information through his/her blog posting.
2. You do not use the Website for any commercial purposes unless authorized by USA in its sole discretion. You agree not to transmit or otherwise make available on the Website any unsolicited advertising, promotional information, or other solicitation unless authorized by USA in its sole discretion. You agree not to transmit bulk-email. You agree not to solicit, for commercial purposes, any users of the Website with respect to their comments.
3. You do not use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the USA servers in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser. Notwithstanding the foregoing, USA grants the operators of public search engines permission to use spiders to copy materials from the unrestricted

- portion of the website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. USA reserves the right to revoke these exceptions either generally or in specific cases.
4. You do not transmit or otherwise make available any content containing any "virus," "worm," "trojan horse," or any other computer code, file, or program designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment.
  5. You do not alter or modify any part of the Website, other than posting requested member information such as photographs, blogs, and articles in the Members Only section of the Website.
  6. You do not circumvent, disable or otherwise interfere with security-related features of the Website or our sites or servers (or networks connected to our Website).
  7. You do not harass, threaten, embarrass, or cause distress, unwanted attention, or discomfort to a person or entity on or through the Website or its communication systems.
  8. You do not transmit or otherwise make available on or through the Website any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, or racially, ethnically, or otherwise objectionable, as solely determined by USA.
  9. USA reserves the right to change or discontinue any aspect of the Website at any time, for any reason, and without notice to you. You agree that we shall not be liable for any such modification, suspension, or discontinuance.
  10. USA reserves the right to suspend or terminate a user's access to the Website, without prior notice and at USA's sole discretion.
  11. This list of permissions and restrictions, along with the other terms discussed below, is not intended to be complete, but merely illustrative. We reserve the right in our sole and final judgment to determine whether your conduct violates conduct requirements for the Website.

### **C. USA Registered User Accounts**

In order to access some features of the Website, such as, for example, interactive blogs, you have to be a USA Member and become a Registered User, which will also create a user account. As a Registered User, you agree to be bound by the following terms:

1. When creating or modifying your account, you must provide accurate, current, and complete information. We reserve the right to disallow use of any user name that we deem offensive or inappropriate. You will be responsible for preserving the confidentiality of your password and for all actions of persons accessing the Website through any username/password assigned to you. You must notify USA immediately of

- any breach of security or unauthorized use of your account. You may never use another's account without permission.
2. As a Registered User you may submit photographs or comments on USA blogs or other material (collectively, "User Content") to the Website. USA reserves the right, but does not assume the obligation, to delete, move, condense, or edit such User Content for any reason and without prior notice. USA also reserves the right to suspend or terminate a Registered User's access for posting User Content.
  3. You are solely responsible for your own User Content and the consequences of posting or publishing it. You affirm, represent, and/or warrant that: you own, or have the necessary licenses, rights, consents, and permissions to use and authorize USA to use, all patent, trademark, trade secret, copyright or other proprietary rights in and to all User Content you submit to enable inclusion and use of such User Content in the manner contemplated by the Website and these Terms of Use.
  4. You retain all of your ownership rights in your User Content. However, by submitting User Content to USA, you hereby grant USA a worldwide, non-exclusive, royalty-free, sublicenseable, perpetual, and transferable license to use, reproduce, store, distribute, prepare derivative works of and display your User Content (and your user name) in any medium in connection with the activities and operations of USA, its affiliated entities and successors. You also hereby grant each user of the USA Website a non-exclusive license to access your User Content through the Website, and to use, reproduce, and distribute such User Content for such user's personal, non-commercial purposes. You understand and agree that USA may retain, reproduce, distribute and otherwise use for any purpose copies of User Content that has been removed from the Website. The above licenses granted by you are perpetual and irrevocable.
  5. USA does not endorse, authorize or ratify any User Content, or any opinion, recommendation, or advice expressed therein, and USA expressly disclaims all liability in connection with User Content. USA does not permit copyright infringing activities and infringement of intellectual property rights on its Website, and USA reserves the right, but does not assume the obligation, to remove any content from the Website if notified that such content infringes on another's intellectual property rights.

#### **D. USA Memberships**

Certain features and benefits of the Website are accessible only to users that purchase a USA Membership. By purchasing a USA Membership, you agree to be bound by the following additional terms:

1. As a USA Member, you will have access to the Member Forum and discounted products and services described in the Deals & Discounts page in our Members Only section. Please take note that these products and services are provided by third-parties through separate and

- independent websites. In order for you to be able to take advantage of these products and services, you must review and agree to the terms of service and privacy policies associated with each of these independent websites.
2. USA reserves the right at any time to substitute or discontinue any of the products and services that are included as part of the USA membership. If we have advance notice that a Membership product or service will be changed or discontinued, we will make reasonable efforts to pass this notice on to you.
  3. All warranty disclaimers and limitations of liability set forth in Sections G and H of these Terms of Service apply to all products and services offered as part of your USA Membership, regardless of whether they are provided by an independent provider on a separate website.
  4. Your USA Membership lasts for 12 months and will lapse at the end of such 12-month period, unless you take action to renew it. If your USA Membership is not renewed, you will lose access to USA's Membership products and services, and the ability to post on the USA forums.
  5. While you may cancel your USA Membership at any time, you will not be entitled to a refund for the unused portion of your Membership period. However, you will be entitled to reactivate your USA Membership at any time and without charge through the end of such twelve-month period.

#### **E. Your Use of Content on the Site**

In addition to the restrictions above, the following restrictions and conditions apply specifically to your use of content on the USA Website.

1. The content on the Website (other than your User Content), including without limitation, the text, software, scripts, graphics, photos, sounds, music, videos, interactive features and the like (collectively, "USA Content") is owned by or licensed by USA. Similarly, the trademarks, service marks and logos contained on the Website are owned or licensed by USA ("USA Marks"). Except as otherwise provided in these Terms of Use, the USA Content and the USA Marks may not be downloaded, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any purpose whatsoever without the prior written consent of USA. USA reserves all rights not expressly granted in and to the USA Content and the USA Marks.
2. The Website is made available for your personal, non-commercial use only. As part of such use, you may display, download and/or print pages from the site; you may link to the Website; and you may forward Website materials to others for personal, non-commercial uses that are reasonably related to the Website's purposes.

3. You understand that when using the USA Website, you will be exposed to USA Content, User Content, and other third-party content from a variety of sources, and that USA makes no warranty about the accuracy, usefulness, safety, or intellectual property rights of or relating to such USA Content, User Content, or other third-party content. You further understand and acknowledge that you may be exposed to User Content that is inaccurate, offensive, indecent, or objectionable, and you agree to waive, and hereby do waive, any legal or equitable rights or remedies you have or may have against USA with respect thereto.
4. The Website may contain links to third party websites that are not owned or controlled by USA. USA has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party websites. We encourage you to be aware when you leave the Website and to read the terms and conditions and privacy policy of each other website that you visit.

## **F. Digital Millennium Copyright Act**

If you are a copyright owner or an agent thereof and believe that any USA Content or User Comment infringes upon your copyright, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing USA's Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- Identification of the copyrighted work claimed to have been infringed;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit USA to locate the material;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are, or are authorized to act on behalf of, the owner of an exclusive right that is allegedly infringed;
- Your name, mailing address, telephone number, and e-mail address; and
- A physical or electronic signature of the owner of the exclusive right that is allegedly infringed, or that of the person authorized to act on behalf of the owner.

USA's designated Copyright Agent to receive notifications of claimed infringement is Bredhoff & Kaiser, PLLC, 805 15<sup>th</sup> Street, NW, Suite 1000, Washington, D.C. 20005; facsimile: 202-842-1888. You acknowledge that if you fail to comply with all of the above requirements, your DMCA notice may not be valid.

For clarity, only DMCA notices should go to the Copyright Agent. Please use the Contact Us form for any other feedback, comments, requests for technical support, or other communications with USA.

#### **G. Warranty Disclaimer**

THIS WEBSITE IS PROVIDED TO YOU "AS IS." YOU AGREE THAT YOUR USE OF THE USA WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, USA AND ITS AFFILIATED ENTITIES, AS WELL AS THE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS THEREOF (COLLECTIVELY, THE "USA PARTIES"), DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. THE USA PARTIES CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE'S CONTENT OR THE CONTENT OF ANY SITES LINKED TO THIS SITE. NOR DO THE USA PARTIES GUARANTEE THAT THE WEBSITE WILL BE ERROR FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE WEBSITE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE USA PARTIES DO NOT WARRANT, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE PROVIDED, ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE USA WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING.

#### **H. Limitation of Liability**

IN NO EVENT SHALL THE USA PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER, WHETHER OR NOT THEY ARE FORESEEABLE, RELATING TO THIS WEBSITE, INCLUDING ANY DAMAGES RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD

PARTY, AND/OR (VI) ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF YOUR USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE USA WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT USA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU SPECIFICALLY ACKNOWLEDGE THAT THE USA PARTIES SHALL NOT BE LIABLE FOR USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. TO THE EXTENT THESE LAWS APPLY TO YOU, SOME OF THE PROVISIONS SET FORTH IN THIS AGREEMENT MAY NOT APPLY. YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE USA PARTIES AGAINST ANY AND ALL CLAIMS, OF WHATEVER NATURE, THAT ARISE OUT OF YOUR USE OF AND ACCESS TO THE USA WEBSITE OR YOUR VIOLATION OF ANY OF THESE TERMS OF USE. THIS INDEMNIFICATION OBLIGATION WILL SURVIVE THESE TERMS OF USE AND YOUR USE OF THE USA WEBSITE.

#### **I. Ability to Accept Terms of Use**

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. In any case, you affirm that you are over the age of 13, as the USA Website is not intended for children under 13.

#### **J. Miscellaneous**

These Terms of Use shall be governed by the internal substantive laws of Tennessee, without respect to its conflict of laws principles. Any claim or dispute between you and USA that arises in whole or in part from the USA Website shall be decided exclusively by a court of competent jurisdiction located in Tennessee. These Terms of Use, together with the Privacy Policy and any other legal notices published by USA on the Website, shall constitute the entire agreement between you and USA concerning the USA Website and supersedes prior agreements, if any, between you and USA relating to any matter dealt with in the Terms of Use. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and USA's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such

right or provision. These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by USA without restriction. This Agreement and the rights and obligations created hereunder shall be binding upon and inure solely to the benefits of the parties hereto and their respective successors and assigns, and nothing in this Agreement, express or implied, is intended or should be construed to confer upon any other person any right, remedy or claim under or by virtue of this Agreement.

You and USA agree that any cause of action arising out of or related to the USA Website must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred.

These terms of use are made effective as of May 1, 2010.