

U.S. All Star Federation, Inc.

**TERMS AND CONDITIONS**

*Last Modified: 12.1.2024*

**1. Acknowledgement and Acceptance**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU ACCESS THE SITES, PROVIDE ANY INFORMATION TO US THROUGH THE SITES, OR COMPLETE ANY REGISTRATIONS. **[BY CLICKING “I AGREE” (OR SIMILAR BUTTON) TO ACCEPT OR AGREE TO THESE TERMS AND CONDITIONS WHEN THIS OPTION IS MADE AVAILABLE TO YOU AND/OR]** BY USING OR ACCESSING THE SITES YOU: (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS AS WELL AS OUR PRIVACY POLICY **[HYPERLINK]**, WHICH IS INCORPORATED BY REFERENCE; (B) REPRESENT AND WARRANT THAT YOU HAVE FULL LEGAL AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR A LEGAL ENTITY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT LEGAL ENTITY; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE WITH THESE TERMS DO NOT ACCESS, DOWNLOAD, REGISTER, OR USE THE SITES OR ANY OF OUR SERVICES.

BY USING OUR SERVICES OR THE SITES, YOU AFFIRM THAT YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT, AND YOU ACCEPT AND ARE BOUND BY THESE TERMS. YOU AFFIRM THAT IF YOU USE THE SITES OR THE SERVICES ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

These Terms and Conditions (the “**Terms and Conditions**”, “**Terms**”, or “**Agreement**”) constitute a binding agreement between you (“**User**”, “**you**”, or “**your**”) and U.S. All Star Federation, Inc. (also referred to herein as “**USASF**”, “**we**”, “**us**”, and “**our**”), governing your access and use of the online functions, products, and services made available to you by USASF. This includes, but is not limited to, products and services offered through the USASF’s website (located at <https://www.usasf.net/>) or any other websites or platforms owned, controlled, or licensed by USASF (collectively referred to as the “**Sites**”). The Sites also includes any information, functionality, services, updates, or solutions made available through the access or use of such Sites or platforms (the “**Services**”). Certain products or services may have additional disclosures, agreements or terms and conditions, which shall govern and control in the event of any inconsistency with these Terms.

These Terms are subject to change in our sole discretion. Any changes will be incorporated into these terms posted to the Sites from time to time. Your continued use of the Sites following the posting of any changes means that you accept and agree to be bound by the revised terms.

USASF offers this Sites, including all information, tools, and Services available from these Sites to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated here. By visiting our Sites and/ or using our Services, you agree to be bound by the following Terms, including those additional terms and conditions and policies referenced herein and/ or available by hyperlink, including without limitation our Privacy Policy. These Terms apply to all users of the Sites, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content, or in any other capacity.

Any new features or tools which are added to the current Sites shall also be subject to the Terms. You can review the most current version of the Terms at any time on this page. We reserve the right to update, change or replace any part of these Terms by posting updates and/ or changes to our Sites. It is your responsibility to check this page periodically for changes. Your continued use of or access to our Sites following the posting of any changes constitutes acceptance of those changes. By using our Sites, you understand and agree that they are provided “AS-IS” and that we assume no responsibility for the timeliness, efficiency, effectiveness, deletion, mis-delivery or failure of any communication or Services provided. Certain products or Services offered through our Sites may have additional terms and conditions, which govern in the event of any inconsistency with the Terms herein. These Terms form a legal agreement entered into between you and us.

## **2. Eligibility**

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority in your state or province of residence and you have given us your consent to allow any of your minor dependents to use this site. THE SITES ARE NOT AVAILABLE TO PERSONS UNDER THE AGE OF 18.

Our Sites are directed to eligible and authorized users in the United States. If you reside outside the United States and choose to use the Sites or provide your information to us, please be aware that your information will be processed and maintained on servers or databases in a country other than your country of residence and that these countries may not provide the same level of protection of privacy and personal rights that you may enjoy in your country of residence. By accessing and using our Sites, you consent to the collection and use of your information, as described in this Privacy Policy and these Terms, outside your country of residence, including the transfer of your information across international boundaries. If you do not want your information to be transferred, processed, or maintained outside your country of residence, you are not authorized to use our Sites.

OUR SITES ARE INTENDED SOLELY FOR USERS LOCATED IN THE UNITED STATES. THEY ARE NOT INTENDED FOR USERS LOCATED IN OTHER COUNTRIES, INCLUDING THE UNITED KINGDOM, THE EUROPEAN UNION, AND THE EUROPEAN ECONOMIC AREA. We make no claims that the Sites or any content or Services are accessible or appropriate outside of the United States. Access to our Sites may not be legal by certain persons or in certain countries. If you access our Sites from outside the United States, you do so on your own initiative and are responsible for compliance with local laws. By accessing our Sites, 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.

You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Sites or Services, violate any laws in our or your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature and must not engage in any of the Prohibited Uses herein. A breach or violation of any of the Terms will result in an immediate termination of your Services, without limiting our further or additional remedies.

### **3. Changes to these Terms**

USASF reserves the right to change these Terms at any time without notice to you, in our sole discretion. Any changes to the Terms will be in effect as of the “Last Modified” date referenced in these Terms. You should review these Terms prior to using our Sites or Services. Your continued use of the Sites or the Services after the “Last Modified” date will constitute your acceptance of and agreement to such changes.

You are expected to, and you acknowledge and agree that it is your responsibility to, carefully review the Privacy Policy and these Terms prior to using our Sites, and from time to time, so that you are aware of any changes. Your continued use of our Sites following the posting of any changes will constitute your acceptance of and agreement to such changes. If you do not agree the Privacy Policy and these Terms, you should not use our Sites or Services.

### **4. General Conditions**

We reserve the right to refuse service to anyone for any reason at any time.

You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell for profit, resell or exploit any portion of the Sites or Services, use of the Sites or Services, or access the Sites or Service or any content on our Sites through which our Services are provided, without express written permission by us.

The headings used in this agreement are included for convenience only and will not limit or otherwise affect these Terms.

Neither the course of conduct between the parties nor trade practice will act to modify any provision in the Privacy Policy, and these Terms. We may assign our rights and duties under these Terms to any party at any time without notice to you.

### **5. Registration**

In order to access the Sites, App, or Services, you may be required to register and create an account (such process and the information provided during such process, as amended from time to time through your login to your account in accordance with these Terms is referred to as the

“**Registration**”). You represent and warrant that all of the information indicated in the Registration is true and complete, and you agree to update the Registration upon any changes to such information. The failure to do so may further limit your ability to use the Sites or Services and affect the accuracy and effectiveness of the same.

## **6. Your Responsibilities and Restrictions**

You may only create and hold one account for the Sites and our Services that is for your personal use. You must be at least 18 years old to use or create an account for use of the Sites. If you are a minor in the jurisdiction in which you reside, you must have the permission of, and be directly supervised by, your parent or legal guardian to use the Sites, and your parent or legal guardian must read and agree to this Agreement prior to your using the Sites.

You also agree that you are responsible for securely managing the confidentiality of any of your account information including, without limitation, any usernames, passwords, personal identification numbers, and any other codes that you use to access our Sites or Services. You may not provide your Registration to anyone else to access the Sites or Services. You must keep your password strictly confidential. You will notify us immediately if you believe that your Registration \ or device you use to access the Sites or Services has been lost or stolen or that someone is using your account without your permission. You should regularly log into the Sites and access the Services to ensure that no unauthorized activity has occurred.

To use the Sites, you must have the compatible device, and we do not warrant that the Sites will be compatible with all devices. You are responsible for selecting, obtaining, and maintaining any equipment, items, and ancillary services needed to access and use the Sites. Use of the Sites requires Internet access or mobile data, which may be subject to additional fees or charges. You will be responsible for all fees and charges incurred with respect to using the Sites or Services. We reserve the right to withdraw or amend the Sites and any product, solution, or material we provide as part of our Services. We will not be liable if for any reason all or part of the Sites or Services is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Sites or Services to you.

You agree not to attempt to log on to the Sites from any country under sanctions by the Office of Foreign Assets Control (OFAC). Information regarding which countries are under sanctions may be obtained on the U.S. Department of the Treasury Site. Any attempt to log on to the Sites from one of these countries may result in your access being restricted and/or terminated.

## **7. Privacy & Consent to Collect Technical Data**

USASF respects your privacy and is committed to protecting it. Our Privacy Policy, which can be found at [\[INSERT URL\]](#) and is incorporated herein by reference, governs the processing of all personal data collected from you in connection with your use of the Sites and Services.

We may collect technical information and use certain technologies, including pixel technology, to collect and analyze technical data relating to the provision, use and performance of the Sites and related systems. This technical data may include your Internet protocol (IP) address, the company

name from which you are browsing our Sites, your browser type and version, time zone setting, operating system and platform, and information about your visit to the Sites including the full Uniform Resource Locators (URL), clickstream to, through and from our Sites, including the date and time. By visiting and using the Sites, you hereby consent to and agree to the pixel technologies and/or other tracking technologies or software, our collection of this data by us and that we will be free (during and after the term hereof) to (i) use such data to improve and enhance the Sites and for other development, diagnostic, and corrective purposes in connection with the Sites and our Services; (ii) disclose such data in aggregated or de-identified form in connection with its business; and (iii) otherwise use and disclose such data as set forth in our Privacy Policy.

## **8. Ownership and Intellectual Property Rights**

The Sites and its entire contents, features, functionality, and Services (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by and the exclusive property of USASF, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. You acknowledge and agree that you do not acquire any ownership rights to the Sites, or any Services offered through the Sites, through this Agreement or by use of the Sites. You acknowledge and agree that USASF has and retains exclusive and valid ownership of all anonymized statistical information regarding use of the Sites. You may not otherwise use, reproduce, download, store, post, broadcast, transmit, modify, sell or make available to the public content from the Sites without the prior written approval of USASF.

You may suggest improvements and/or communicate to USASF ideas, feedback, inventions, discoveries, or concepts (“Ideas”) during the term of this Agreement, and you and us may discover or create the Ideas jointly with us. Such Ideas may include ideas for new or improved products, services, concepts, know-how, and/or techniques. You agree that any such Idea shall be and remain solely the property of USASF and/or its licensors and may be used and sold, licensed, or otherwise provided by USASF and/or its licensors to third parties, or published or otherwise publicly disclosed, in USASF and/or its licensors’ sole discretion without notice, attribution, payment of royalties, or liability to you. You hereby assign to USASF any and all of your right, title, and interest in and to any such Ideas.

You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, inventions, discoveries, concepts, or other information regarding the Sites or Services (“Submissions”) provided by you to us are non-confidential and shall become our sole property, whether created solely by you or jointly with us. Such Submissions may include ideas for new or improved products, services, concepts, know-how, or techniques. You agree that we shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these Submissions for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Submissions, and you hereby warrant that any such Submissions are original with you or that you have the right to submit such Submissions. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Submissions.

## 9. Usage Data, Your Data, Communications

In order for us to provide the Sites and Services, you grant to us a non-exclusive, transferrable, sublicensable, irrevocable worldwide, royalty-free right and license to use, copy, encode, store, archive, translate, render into an audible and/or visual format, distribute, display, perform, transmit, and create derivative works from any information, content, materials, or other data entered into the Sites (“Data”) to the extent necessary for USASF to: (1) provide the Sites and our Services; (2) perform our obligations under this Agreement; (3) attribute content to you; (4) compile analyses and statistical information from Data regarding usage or performance of the Sites and user engagement; (5) provide, monitor, correct, enhance, and improve the Sites and perform services related thereto; (6) develop new products or services; and (7) accomplish other internal business purposes or as described in the USASF’s Privacy Policy.

You also grant to USASF a non-exclusive, transferrable, sublicensable, irrevocable worldwide, royalty-free right and license to de-identify or aggregate Data such that there is no reasonable basis to believe that the information can be used, alone or in combination with other reasonably available information, to identify any individual or to identify you as the source of such data (“**Deidentified Data**”). You acknowledge and agree that USASF has and retains exclusive and valid ownership of all Deidentified Data. USASF shall also have the right to collect and analyze data and other information relating to the provision, use, and performance of the Sites and related systems and technologies (“**Usage Data**”), and you acknowledge and agree that USASF has and retains exclusive and valid ownership of all Usage Data. USASF will be free (during and after the Term) to use such Deidentified Data and Usage Data for any purpose, including to (1) improve and enhance the Sites and for other development, diagnostic and corrective purposes in connection with the Sites and other service offerings, (2) disclose such data in connection with our business, and (3) otherwise use and disclose such data as set forth in our Privacy Policy.

## 10. User Conduct and Prohibited Activities

You may use the Sites only for lawful purposes and in accordance with the Privacy Policy and Agreement. Transmitting, distributing, or storing any material that violates any applicable law, the Privacy Policy, or this Agreement is prohibited. You agree not to use the Sites:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries), or promote any illegal activity, or advocate, promote or assist any unlawful act.
- To transmit, or procure the sending of, any advertising or promotional material, including any “spam” or any other similar solicitation or post any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, invasive of privacy or publicity rights, or otherwise objectionable.
- To impersonate or attempt to impersonate USASF, a USASF employee, another user or any other person or entity (including, without limitation, by using email addresses identifying information associated with any of the foregoing).

- To make any representations that are likely to deceive any person or give any impression that materials or content emanate from or are endorsed by us or any other person or entity, if this is not the case.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Sites, or which, as determined by us, may harm USASF or users of the Sites or expose them to liability.
- To infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person. Infringement may result from the unauthorized copying, distribution and/or posting of pictures, logos, software, articles, musical works, and videos.
- To post any content that violates the legal rights of others or contains any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with the Privacy Policy or this Agreement.
- For competitive research or to send or post commercial communications.
- To advertise or perform any commercial solicitation.
- To violate any U.S. export laws, including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce.
- To harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate against any person based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability.
- To submit false or misleading information.
- To collect or track the personal information of others.
- For any obscene or immoral purpose.
- To ensure that information regarding our products and Services is communicated accurately to the public, you may not hyperlink to our Sites or use any trademark, logo or other proprietary graphic appearing on this Sites or that is owned by or licensed to us to link to the Sites (or for any other purpose) without our prior written approval.

We reserve the right to terminate your use of the Sites or Services if we, in our sole and unlimited discretion, determine that you are violating any of the prohibited uses, or otherwise using the Sites or Services for illegal, inappropriate, fraudulent, or otherwise prohibited purposes.

Additionally, you agree not to:

- Directly, indirectly, alone, or with another party, (i) copy, download, disassemble, reverse engineer, or decompile the Sites or otherwise attempt to discover the source code or

underlying ideas or algorithms of the Sites; (ii) modify, create derivative works based upon, or translate the Sites; (iii) transfer or otherwise grant any rights in the Sites in any form to any other party, nor shall you attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

- Use the Sites in any manner that could disable, overburden, damage, or impair the Sites or interfere with any other party's use of the Sites, including their ability to engage in real time activities through the Sites.
- Use any robot, spider or other automatic device, process or means to access the Sites for any purpose, including monitoring or copying of the material on the Sites.
- Use any manual process to monitor or copy any of the material on the Sites or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Sites.
- Introduce any viruses, trojan horses, worms, logic bombs, keystroke logger, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Sites is stored, or any server, computer or database connected to or associated with the Sites.
- Attack the Site via a denial-of-service attack or a distributed denial-of-service attack.
- Screen scrape, monitor, mine, copy, or mirror the Sites.
- Conduct any systematic or automated data collection activities (including without limitation scraping, data mining, data extraction, and data harvesting) on or in relation to the Sites without our express written consent.
- Otherwise attempt to interfere with the proper working of the Sites.

If you violate any of these Terms, one or all transactions involving the violation may be subject to cancellation, one or all existing agreements between you and USASF may be subject to termination pending review by USASF, and your USASF account may be suspended. Use of the Services is not permitted if you are under the age of 18, have had your right to access USASF Services restricted, or you do not have the capacity to form legally binding contracts.

## **11. Text Messaging and Notifications**

By providing your phone number in the checkout and initializing a purchase, subscribing via our subscription form or a keyword, you agree that we may send you text notifications and text marketing offers. You acknowledge that consent to text notifications or text marketing is not a



condition for any Service.

If you wish to unsubscribe from receiving text marketing messages and notifications, reply with ‘STOP’ to any mobile message sent from us or use the unsubscribe link we provided you within any of our messages. You understand and agree that alternative methods of opting out, such as using alternative words or requests will not be accounted as a reasonable means of opting out. Message and data rates may apply.

For any questions, please contact us at [\[INSERT EMAIL\]](#) for more information.

## **12. Fees; Payment**

**Fees.** You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Sites or Services.

**Payments.** Amounts due hereunder shall be paid in the manner established via the Sites or Registration. Only valid credit cards or other payment method acceptable to USASF may be used. You represent and warrant that you are authorized to use the designated payment method, and you authorize USASF, through its third-party payment processor, to charge the designated payment method for all amounts described during the Registration for your order (including taxes, service charges, and any other amounts). You agree that USASF may immediately authorize the credit card (or other approved facility, including your app store account) for payment for any order made under your account. If the card (or other payment method) cannot be verified, is invalid, or is otherwise not acceptable, the order may be suspended or cancelled automatically. You are responsible for all activities and charges that occur under your account, and your liability for such charges shall continue after termination of this agreement. You agree to keep all payment cards or other payment method information current, and you agree that USASF may submit charges for processing even if the card (or other method) has expired or changed by the time we submit it. In the event of an error—whether on the Sites, in an order confirmation, in processing an order, or otherwise—USASF reserves the right to correct such error and to revise the order if necessary (including charging the correct price) or to cancel the order and refund any amount charged. Your use of Google Pay or Apple Pay is subject to the terms and conditions and privacy policies of Google and Apple, respectively.

## **13. Optional Tools**

We may provide you with access to third-party tools over which we neither monitor nor have any control nor input.

You acknowledge and agree that we provide access to such tools “as is” and “as available” without any warranties, representations, or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the site is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s).

We may also, in the future, offer new Services and/or features through our Sites (including, the release of new tools and resources). Such new features and/or Services shall also be subject to

these Terms.

**14. Errors, Inaccuracies and Omissions**

Occasionally there may be information on our Sites that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders if any information on the Sites is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on the Sites, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Sites, should be taken to indicate that all information on the Sites has been modified or updated.

**15. DISCLAIMER OF WARRANTIES**

THE SITES, SERVICES, AND ALL MATERIALS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SITES, THE CONTENT, AND ALL MATERIALS, YOUR USE OF THE SITES AND SERVICES, THE CONTENT, OR MATERIALS OBTAINED THROUGH THEM IS AT YOUR OWN RISK. USASF, ITS AGENTS, AND ITS LICENSORS DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENCY, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY CONTENT OR INFORMATION AVAILABLE THROUGH THE SITES. YOU ACCESS SUCH CONTENT OR INFORMATION AT YOUR OWN RISK.

WE DISCLAIM ALL WARRANTIES, CONDITIONS, AND REPRESENTATIONS OF ANY KIND (EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SITE, THE CONTENT, OR ANY PART THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE), WHETHER ALLEGED TO ARISE BY LAW, BY REASON OF CUSTOM, OR USAGE IN THE TRADE, BY COURSE OF DEALING, OR OTHERWISE NEITHER US OR NOR ANY PERSON ASSOCIATED WITH US MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE OR THE CONTENT.

YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE SITES. YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOADING FROM THE INTERNET OR THE SITES WILL BE FREE OF VIRUSES OR OTHER DESTRUCTIVE CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION

AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SITES FOR ANY RECONSTRUCTION OF LOST DATA. FURTHERMORE, USASF DOES NOT REPRESENT OR WARRANT THAT THE SITES, THE CONTENT OR INFORMATION WILL BE SECURE AND/OR COMPATIBLE WITH YOUR BROWSER OR OTHER WEB SITE-ACCESSING PROGRAM. USASF DOES NOT GUARANTEE THAT ITS SITES OR SERVICES WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT IT WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS

TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, RANSOMWARE, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITES OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITES OR DUE TO YOUR DOWNLOADING OF ANY CONTENT POSTED ON IT, OR ON ANY THIRD-PARTY SITE LINKED TO IT.

THE FOREGOING DOES NOT AFFECT ANY WARRANTY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. IN SUCH INSTANCES, THE LIABILITY OF USASF AND ITS AFFILIATES, AGENTS AND LICENSORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH LAW.

## **16. LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES WILL USASF, ITS AFFILIATES, SUBSIDIARIES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES THAT ARISE FROM THE USE OF THE SITES OR SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND (FOR EXAMPLE, COMPENSATORY, SPECIAL, DIRECT, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, INCREASED COSTS, DIMINUTION IN VALUE, LOSS OF USE, LOSS OF GOODWILL OR REPUTATION, USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY, LOSS OF OR DAMAGE TO PROPERTY, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, AND CLAIMS OF THIRD PARTIES) WHETHER IN BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MISREPRESENTATIONS OR UNDER ANY OTHER LEGAL THEORY, EVEN IF WE ARE ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, IN THE EVENT YOU ARE ENTITLED TO DAMAGES FOR ANY CLAIM ARISING FROM THE USE OF THE SITES OR SERVICES, YOU AGREE THAT THE AGGREGATE LIABILITY OF USASF, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS, WILL NOT EXCEED THE GREATER OF AMOUNT YOU SPECIFICALLY PAID TO ACCESS THIS SITES OR \$100.00. BECAUSE SOME STATES DO NOT ALLOW

THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF USASF, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.

#### **17. Indemnification**

You agree to indemnify, defend, and hold harmless USASF and its successors and assigns and all of their respective officers, directors, agents, employees, and affiliates from and against any claims, liabilities, judgments, awards, losses, obligations, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or related to (i) your breach of the Privacy Policy or Agreement; (ii) your violation of any third party's right including, without limitation, any copyright, trademark, property right, or privacy right, (iii) any violation of applicable law by you; (iv) information or content that you submit, post, transmit or make available through our Sites; (v) your use of the Sites; (vi) any claim that content provided by you caused damage or loss to a third party, or (vii) any of your acts or omissions. This defense and indemnification obligation will survive your use of the Site and any termination of the Privacy Policy and Agreement.

If you use the Sites or systems to access data related to any account(s) of which you are not the owner or authorized user as reflected in our systems, you shall indemnify, defend, and hold harmless USASF and all of its executives, directors, employees, agents, successors, and assigns from any and all losses, liabilities, damages, and all related costs and expenses, arising from, relating to, or resulting (directly or indirectly) from such access. Further, without limiting USASF's rights or your obligations under any other provision of these Terms, and notwithstanding the same, in the event of any actual or reasonably suspected unauthorized access to the personal information of a customer (including but not limited to customer names, addresses, phone numbers, bank and credit card account numbers, income and credit histories, and social security numbers) under your control or subsequent to and arising from your past exercise of control, direct damages in connection with any such breach will include the cost and expenses of investigation and analysis (including by law firms and forensic firms), correction or restoration of any destroyed, lost or altered data, notification to affected customers, offering and providing of credit monitoring, customers service, or other remediation services, and any related cost. USASF's rights to indemnity under this section are in addition to all other rights and remedies available at Law or in equity. Any exercise by USASF of its rights to indemnification shall be without prejudice to such other rights and remedies. You manifest your assent to this indemnity by accessing data through the USASF's Sites or systems.

#### **18. Ownership; License**

USASF retains all rights, title, and interest in and to the Sites and the Services, and any software or content of any kind used by USASF in providing the Sites or the Services or features through the Sites or the Services, including without limitation photos, text, videos, design elements, and works of authorship. Any rights not expressly granted to you herein are reserved by USASF. You acknowledge that the Sites and the Services and the software used by USASF in providing the Services may contain USASF's proprietary and confidential information. You agree that except as

may be expressly permitted in these Terms or the Services provided by USASF, you will not copy, distribute, rent, lease, loan, modify or create derivative works, adapt, translate, perform, reproduce in whole or in part, display (except as necessary to exercise your rights hereunder), sublicense, or transfer the Sites or Services, any information contained therein, the content provided or featured through the Sites or Services by USASF or other Users, or any software used in providing the Sites or Services, without the prior written permission of USASF. The trademarks, logos, service marks, trade names, graphics, page headers, button icons and other designs that are displayed on the Sites are owned by USASF and many not be used by anyone without the express written permission of USASF. USASF's intellectual property, including domain names or email addresses, may not be used in connection with any product or Service in any manner without the express written permission of USASF. USASF grants to you solely a non-exclusive, non-transferable, non-sublicensable license to access and view the Site and the Services.

## **19. Infringement & Copyright Notices**

USASF respects the legal rights of others and complies with the Digital Millennium Copyright Act ("DMCA"). If you are a copyright owner or an agent thereof and believe that any third-party content made available by USASF infringes upon your copyrights, please contact us immediately. You may submit a notification pursuant to the DMCA by providing our copyright agent with the following information in writing (*see* 17 U.S.C § 512(c)(3) for further detail): (1) a physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works at those locations; (3) 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 USASF to locate the material; (4) information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address; (5) 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; and (6) a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. USASF's designated copyright agent to receive notifications of claimed infringement is Copyright Agent, e-mail: [info@usASF.net](mailto:info@usASF.net). For clarity, only DMCA notices should go to the Copyright Agent; any other feedback, comments, requests for technical support, and other communications should be directed to USASF customer service. You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid. USASF reserves the right, in its sole and absolute discretion, to suspend or terminate the account of any User who infringes the intellectual property rights of USASF or others, and/or to remove, delete, edit or disable access to such person's User account and/or content. USASF shall have no liability for any action taken pursuant to this section.

## **20. Notices**

To You. USASF may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Sites. Notices sent by email will be effective when we send the email and notices provided by posting will be effective upon posting. It is your

responsibility to keep your email address current.

To USASF. To give us notice under these Terms, you must contact us as follows: (i) by sending a message to [info@usasf.net](mailto:info@usasf.net) or (ii) by personal delivery, overnight courier or registered or certified mail to U.S. All Star Federation, 8275 Tournament Dr., Suite 325, Memphis, TN 38125. We may update the email address or postal address for notices to USASF by posting a notice on the Sites. Notices provided by personal delivery will be effective immediately. Notices provided by facsimile transmission or overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.

## **21. Site Content and Materials**

The information on the Sites is solely for information purposes only. We use reasonable efforts to update the information on the Sites and the content on the Sites may be updated from time to time without notice. It may not necessarily be complete or up-to-date at any given time. We do not warrant the accuracy, completeness or usefulness of this information (including any product, service, description, photograph, or other information). Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Sites, or by anyone who may be informed of any of its contents.

## **22. Third-Party Sites**

These Terms are only applicable to the Sites and do not apply to any third-party sites. The Sites may contain links to, and media and other content from, third-party sites. These links are to external sites and third parties with which we have no relationship or control. Because of the dynamic media capabilities of the Sites, it may not be clear to you which links are to the Sites and which are to external, third-party sites. If you click on an embedded third-party link, you will be redirected away from the Sites to the external third-party site. You can check the URL to confirm that you have left the Sites. The USASF has no control over the content on such third-party sites.

If you choose to link to a third-party site, the USASF cannot and does not (i) guarantee the adequacy of the privacy and security practices employed by or the content and media provided by any third parties or their sites; (ii) control third parties' independent collection nor use of your personal information; (iii) endorse any third party information, products, services, or sites that may be reached through embedded links on the Sites; and (iv) makes no warranties, either express or implied, concerning the content of such sites, including the accuracy, completeness, reliability or suitability thereof for any particular purpose, nor does the USASF guarantee that such sites or content is free from any claims of copyright, trademark or other infringement of the rights of third parties or that such sites or content is devoid of viruses or other contamination. Any personal information provided by you or automatically collected from you by a third party will be governed by that party's privacy policy and terms and conditions. If you are unsure whether a site is controlled, affiliated, or managed by us, you should review the privacy policy and practices applicable to each linked site.

## **23. Governing Law and Venue**

**THESE TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF TENNESSEE, AND THE FEDERAL LAWS OF THE UNITED STATES, WITHOUT GIVING EFFECT TO PRINCIPLES OF CONFLICTS OF LAWS. ANY AND ALL CLAIMS MUST BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN SHELBY COUNT, TENNESSEE.**

**24. Class Action Waiver**

**YOU AND USASF ARE AGREEING TO GIVE UP ANY RIGHTS PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM.**

IF PERMITTED BY APPLICABLE LAW, EACH PARTY WAIVES THE RIGHT TO LITIGATE ANY DISPUTE IN COURT OR AN ARBITRATION PROCEEDING AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE, OR TO ACT AS A PRIVATE ATTORNEY GENERAL.

**25. Limitation on Time to File Claims**

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THE POLICY AND AGREEMENT OR OUR SITES, CONTENT, SERVICES, AND ALL PRODUCTS OR MATERIALS MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY WAIVED AND BARRED.

**26. Assignment**

You will not assign any of your rights or delegate any of your obligations under these Terms without the prior written consent of USASF. Any purported assignment or delegation in violation of these Terms is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

**27. No Third-Party Beneficiaries**

These Terms do not and are not intended to confer any rights or remedies upon any person other than you.

**28. Termination**

Either USASF or the User may terminate these Terms for any reason and at any time. You may terminate these Terms at any time by notifying us that you no longer wish to use our Sites and Services. At time of termination, if any transactions are currently in progress between the User and Us, or another party, through the Sites or Services, the transactions will continue under these Terms until the transactions have been completed. Upon termination of these Terms, the User's license to access and view the Sites and Services shall terminate.

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. If in our sole judgment you fail, or we suspect that

you have failed, to comply with any term or provision of these Terms, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Sites and Services (or any part thereof).

You also agree that any violation by you of these Terms of Use will constitute an unlawful and unfair business practice that will cause irreparable harm to USASF for which monetary damages would be inadequate. You consent to USASF' obtaining any injunctive or equitable relief that USASF deems necessary or appropriate in such circumstances, without the need for a bond. These remedies are in addition to any other remedies USASF may have at law or in equity.

### **23. Entire Agreement**

These Terms and any policies or operating rules posted by us on this Site or in respect to our Services, including our Privacy Policy, constitutes the entire agreement and understanding between you and us and will govern your use of our Site and Services, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms). Any ambiguities in the interpretation of these Terms shall not be construed against the drafting party.

### **30. Waiver and Severability**

No waiver by the USASF of any term or condition set forth in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure by the USASF to assert a right or provision under these Terms shall not constitute a waiver of such right or provision. If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the maximum extent such that the remaining provision of the Terms will continue in full force and effect.

### **31. Other Provisions**

The failure of us to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

### **32. Miscellaneous**

The USASF shall not be liable for any failure to perform its obligations under this Agreement if such failure arises, directly or indirectly, out of causes reasonably beyond the direct control of the USASF and not due to the USASF's own fault or negligence or that of its contractors or representatives or other persons acting on its behalf, and which cannot be overcome by the exercise of due diligence and which could not have been prevented through commercially reasonable measures, including acts of God, acts of terrorists or criminals, acts of domestic or foreign governments, changes in any law or regulation, fires, floods, explosions, epidemics, pandemics, disruptions in communications, power, or other utilities, strikes or other labor problems, riots, or unavailability of supplies.



**33. Questions**

All feedback, comments, request for technical support, and other communications relating to the Sites should be directed to:

**In Writing:** U.S. All Star Federation  
8275 Tournament Drive  
Suite 325  
Memphis, TN 38125  
United States

**By Email:** [info@usasf.net](mailto:info@usasf.net)