

PLEASE NOTE: We have updated our terms of use as of 06/01/2021

1. General Information.

These Terms of Use describe your relationship with USA Shooting, including its officers and employees, (“USA SHOOTING,” “we,” “us,” or “our”) and apply to your access and use of USA SHOOTING websites that display this statement (our “Sites”).

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THE SITES. If you have questions, please contact us. By accessing or using our Sites, you signify your agreement to these Terms of Use and our Privacy Policy (collectively, "Terms"). If you do not agree with these Terms, you should not use, and are not permitted to use, our Sites.

2. Changes to Terms of Use.

USA SHOOTING reserves the right to change these Terms of Use at any time in its sole discretion. If USA SHOOTING changes the Terms of Use in a material way, a notice will be posted on the Site and you will receive notice through your USA SHOOTING user account, as applicable. You agree to review the posted updates or revisions to the Terms of Use. By continuing to access and use our Sites after updated Terms of Use are posted, you agree to abide by the updated Terms of Use. In the event you do not consent to the terms of the updated Terms of Use, you must discontinue use of our Sites.

3. Authorized Users.

Our Sites are not intended for use by children or minors under the age of 18 without the permission of a parent or guardian. If you are using our Sites on behalf of a company, organization, or entity, you are agreeing to these Terms of Use on their behalf.

4. Limitations on Use.

While using the Sites, you may not perform any actions which could interfere with or otherwise adversely affect the proper functioning of the Sites. Without limiting the generality of the foregoing, you may not: (a) use any robot, spider, scraper or other automated means to access our Sites for any purpose without prior express written permission from USA SHOOTING; (b) take any action that imposes, or may impose, in USA SHOOTING’s sole discretion, an unreasonable or disproportionately large load on USA SHOOTING’s infrastructure; (c) bypass any measures USA SHOOTING may use to prevent or restrict access to the Sites; (d) use the Sites in violation of the Prohibited Content Policy in Section 9, or (e) use the Sites to send altered, deceptive, or falsely-sourced information, including without limitation by forging TCP-IP packet headers or e-mail headers.

USA SHOOTING has the right, in its sole discretion, to change, modify or discontinue any page, feature or other component or element of any Sites or the USA SHOOTING Content (as defined below) at any time, and for any reason, with or without prior notice to you. USA SHOOTING reserves the right to restrict your access to some or all of the Sites at anytime for any reason with or without prior notice to you. You agree that the Terms of Use will apply to any upgrades, changes, or modifications to our Sites or USA SHOOTING Content.

Any unauthorized or prohibited use of the Sites or content may subject you to civil liability and criminal prosecution under applicable federal and state laws.

5. User Submissions.

As part of your use of the Sites, you may be provided with the functional ability to post, submit, upload, embed, display, communicate or otherwise distribute text, data, graphics, external links or other materials ("User Content").

You hereby grant USA SHOOTING a non-exclusive, transferable, royalty-free, sublicensable, irrevocable, perpetual, worldwide right and license to practice, exploit, make, use, reproduce, transmit, display, exhibit, disclose, index, comment on, modify, improve, create derivative works based upon, perform and distribute such content in connection with the operation, development, provision, and use of the Sites and in connection with other products and services offered by USA SHOOTING.

By submitting User Content, or otherwise submitting content to the Sites, you represent and warrant: (a) you own or otherwise have all necessary intellectual property rights to the User Content you provide and the use of such User Content you provide does not violate these Terms of Use; (b) the User Content you provide is true, accurate, current and complete; (c) the User Content complies with our Prohibited Content Policy, and (d) the User Content will not cause damage or injury to any person or entity. You shall be solely liable for any damages resulting from any infringement of patent, copyright, trademark or other proprietary right, or any other harm resulting from your User Content.

While USA SHOOTING is under no obligation to monitor, refuse, move, or remove any User Content that is posted by other users or any other content that is available via the Sites, USA SHOOTING reserves the right to do so in its sole discretion. Without limiting the foregoing, USA SHOOTING and its designees shall have the right to remove any User Content that violates these Terms of Use or is otherwise objectionable.

6. Prohibited Content.

By using the Sites, you agree that you will not post, submit, or otherwise distribute User Content that meets any of the criteria set out below (collectively, our "Prohibited Content Policy").

Prohibited Content is content:

- That is false, inaccurate, or misleading;
- That infringes or otherwise violates any third party's: (a) copyright, patent, trademark, trade secret or other proprietary or contractual rights; (b) right of publicity or privacy (specifically, you must not distribute any other person's personal information of any kind without their express permission); or (c) any confidentiality obligation;
- That violates any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising) or that is itself illegal in any way;
- That is, or may reasonably be considered to be: (a) offensive, such as profanities and expletives; (b) sexually explicit or pornographic; (c) defamatory, libelous, hatefully, racially or religiously biased; or (d) threatening or harassing to any individual or entity;
- That contains any computer viruses, worms or other potentially damaging computer programs or files;
- That impersonates or misrepresents your connection to another entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;

- That interferes with, or otherwise harms or violates the security of the Sites, or any system resources, accounts, passwords, servers or networks connected to or accessible through the Sites or affiliated or linked sites; and
- That contains link(s) to other sites that contain content that falls within the proscriptions set forth above.
- That contains information you or a third party considers confidential.

We cannot and do not assure that other users are or will be complying with the Prohibited Content Policy or any other provisions of these Terms of Use, and, as between you and USA SHOOTING, you hereby assume all risk of harm or injury resulting from any such lack of compliance.

7. Intellectual Property Rights.

Our Sites, including without limitation, all software code, site architecture and design, interactive features and the appearance and arrangement of various USA SHOOTING Content (defined below), all trademarks, service marks and trade names used in connection with our Sites, products, and services (the "Marks") and all text, images, photographs, illustrations, audio clips, video clips, artwork, graphic material, and other copyrightable elements, and the selection and arrangements thereof (collectively, "USA SHOOTING Content") are the property of USA SHOOTING and/or its assigns, licensors or other respective owners and are protected, without limitation, pursuant to U.S. and foreign copyright, trademark and other intellectual property rights laws.

You may not download, store, reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, or transmit any USA SHOOTING Content, except as incidental to your accessing and viewing our Sites. Without limiting the generality of the foregoing, you agree not to: (a) sell, resell, lease or the functional equivalent, the Sites or any USA SHOOTING Content to a third party; (b) attempt to reverse engineer the Sites, the USA SHOOTING Content, or any component thereof; (c) attempt to create a substitute or similar service through the use of, or access to, the Sites or the USA SHOOTING Content; or (d) attempt to create materials similar to the USA SHOOTING Content other than in connection with your use of the Sites. Except as otherwise provided in these Terms of Use, you may not make any use of the USA SHOOTING Content, including without limitation the Marks, without the express prior written consent of USA SHOOTING.

YOU ACKNOWLEDGE AND AGREE THAT NOTHING IN THESE TERMS OF USE SHALL HAVE THE EFFECT OF TRANSFERRING THE OWNERSHIP OF ANY COPYRIGHTS, TRADEMARKS OR OTHER PROPRIETARY RIGHTS IN THE SITES, USA SHOOTING CONTENT, OR ANY PART THEREOF TO YOU OR ANY THIRD PARTY. You agree not to take any action which could be considered inconsistent with or which is likely in any way to prejudice such ownership rights.

8. Feedback.

From time to time, you may choose to provide User Content in the form of reviews, testimonials, or other feedback ("Feedback") with respect to the Sites, USA SHOOTING Content, or other USA SHOOTING products. In the event that you were compensated or granted consideration by USA SHOOTING, or any third party, for the Feedback you must clearly and conspicuously disclose such relationship, e.g. "I was given a free product in exchange for this testimonial" or "I am an athlete sponsored by USA SHOOTING."

9. User Account, Password, and Security.

Our Sites, or portions of our Sites, may require you to open a user account before you can access them. Your user account is personal to you, and you may not sublicense, transfer, sell or assign your account to any other person. In order to open an account you must complete the registration process by providing USA SHOOTING with current, complete, and accurate information as prompted by the applicable registration form. You shall not impersonate any person or misrepresent your identity or affiliation with any person or entity, including any other person's name, likeness, username or other account information.

To register an account, you must choose a user name and password. You are entirely responsible for maintaining the confidentiality of your password, user name and other account information. Furthermore, you are entirely responsible for any and all activities that occur under your account. If you become aware of any unauthorized use of your account or any other breach of security, you agree to notify USA SHOOTING immediately. USA SHOOTING will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. If USA SHOOTING or a third party incurs losses due to someone else using your account or password, you could be held liable for those losses.

Subject to applicable law, we may suspend or terminate your account and your ability to use any portion of our Sites for failure to comply with these Terms of Use or for any other reason whatsoever.

10. Communications with Other Third Parties.

While using the Sites, you may be introduced to, or be able to access, websites, advertisements, contests, sweepstakes, or information offered by other parties. For example, another user may upload User Content that contains a link to a third-party website. Such links are provided solely as a convenience to you and do not imply endorsement by USA SHOOTING of, or any affiliation with, or endorsement by, the owner of the linked website. USA SHOOTING is not responsible for the actions or policies of such third parties and USA SHOOTING will not be liable for any goods, services, resources or content available through third-party dealings or communications, or for any harm related thereto. Before clicking on a third-party webpage, providing information to such third party, or otherwise entering into a transaction with such third party, you should carefully review that third party's policies and practices and make sure you are comfortable with them. Complaints, concerns or questions relating to materials provided by third parties should be forwarded directly to the third party.

11. Third-Party Services.

In some circumstances, third-party services may be integrated into features made available on or through our Sites. Your use of such third-party services may be subject to a separate agreement between you and that party. USA SHOOTING is not a party to such separate agreement, but, notwithstanding the foregoing, you acknowledge and agree USA SHOOTING is a third party beneficiary of such separate agreement and USA SHOOTING shall have the right (and will be deemed to have accepted the right) to enforce such agreement against you as a third party beneficiary of such agreement.

12. Provision of the Sites.

USA SHOOTING has no responsibility to provide you access to the Sites. USA SHOOTING reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently,

the Sites or any part thereof, or your access thereto (including suspending or disabling your user account), with or without notice. You acknowledge and agree that USA SHOOTING shall not be liable to you for any modification, suspension or discontinuance of the Sites, or your access thereto.

13. Choice of Law and Jurisdiction.

The laws of the State of Colorado, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction, shall govern these Terms. To the extent allowed by applicable law, any claims or causes of action arising from or relating to your access and use of Sites must be instituted within six (6) months from the date upon which such claim or cause of action arose or was accrued. Further, any such claim or cause of action must EXCLUSIVELY be brought in the state or federal courts located in Denver, Colorado, and you agree to submit to the exclusive personal jurisdiction of such courts and hereby appoint the Secretary of State of Colorado as your agent for service of process. You agree to waive any objection that the state or federal courts of Denver, Colorado are an inconvenient forum.

14. Warranty Disclaimer.

YOUR USE OF THE SITES AND USA SHOOTING CONTENT IS AT YOUR OWN RISK. THE SITES AND USA SHOOTING CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE." USA SHOOTING MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES REGARDING: (a) THE SITES; (b) THE USA SHOOTING CONTENT; (c) INFORMATION, PRODUCTS OR SERVICES AVAILABLE THROUGH SITES; OR (d) THE RESULTS THAT MAY BE OBTAINED FROM YOUR USE OF ANY OF THE FOREGOING.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, USA SHOOTING DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE SITES AND USA SHOOTING CONTENT, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

USA SHOOTING HAS NO RESPONSIBILITY OR LIABILITY FOR: (a) LOSS OR DELETION OF, OR FAILURE TO RECEIVE, PROCESS OR STORE ANY USER CONTENT OR OTHER INFORMATION MAINTAINED ON OR TRANSMITTED USING THE SITES; (b) VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY; (c) USER CONTENT OR OTHER INFORMATION POSTED ON THE SITES BY THIRD PARTIES; OR (d) THE ACTIONS OF ANY THIRD PARTY.

THE SITES CONTAIN FACTS, VIEWS, OPINIONS, STATEMENTS AND RECOMMENDATIONS OF THIRD PARTIES. USA SHOOTING DOES NOT REPRESENT OR ENDORSE THE ACCURACY, CURRENTNESS OR RELIABILITY OF ANY ADVICE, OPINION, STATEMENT OR OTHER INFORMATION DISPLAYED, UPLOADED OR DISTRIBUTED THROUGH THE SITES. ANY RELIANCE UPON ANY SUCH OPINION, ADVICE, STATEMENT OR INFORMATION IS AT YOUR SOLE RISK.

15. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN ALL CASES, USA SHOOTING'S LIABILITY TO YOU, INCLUDING BUT NOT LIMITED TO, LIABILITY FOR A BREACH OF USA SHOOTING'S OBLIGATIONS UNDER THESE TERMS OF USE OR USA SHOOTING'S PRIVACY POLICY, OR FOR NEGLIGENCE, SHALL BE LIMITED TO \$100.00 AS LIQUIDATED DAMAGES, NOT AS A PENALTY, AND AS THE SOLE AND EXCLUSIVE REMEDY. TO THE FULLEST EXTENT PERMITTED BY LAW, USA SHOOTING, ITS SUPPLIERS, CONTENT PROVIDERS, LICENSORS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, REPRESENTATIVES, SERVANTS, CONTRACTORS AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES FOR ANY REASON, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR EVEN IF THE ABOVE LIQUIDATED DAMAGES SHOULD FAIL IN THEIR ESSENTIAL PURPOSE.

16. Indemnity.

You agree to indemnify, defend and hold harmless, USA SHOOTING, its suppliers, content providers, licensors, and their respective officers, directors, shareholders, employees, representatives, servants, contractors and agents from any and all claims and damages (including, without limitation, attorneys' fees, expert witness fees, and court costs) arising from or relating to any allegation regarding: (a) your use of the Sites; (b) USA SHOOTING's use of any User Content you provide, as long as such use is not inconsistent with these Terms of Use; (c) User Content or other information posted or transmitted through your account, even if not posted or transmitted by you; and, (d) any violation of these Terms of Use by you.

17. Privacy.

Your use of our Sites and any information you provide to USA SHOOTING is governed by USA SHOOTING's Privacy Policy, which is available here, and which is incorporated herein by reference.

18. Digital Millennium Copyright Act.

If you are a copyright owner or an agent thereof and believe that any material available on the Sites infringes upon your copyrights, you may submit a notification of claimed infringement ("Notification") pursuant to the Digital Millennium Copyright Act ("DMCA") by providing USA SHOOTING's agent designated to receive Notifications ("Copyright Agent") with a notice containing the information described below.

All Notifications must include the following (see 17 U.S.C § 512(c)(3) for further details):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- 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 SHOOTING to locate the material;

- Information reasonably sufficient to permit USA SHOOTING to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- A statement that the complaining party has 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
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Designated Agent:

Mail: USA Shooting
Attn: Copyright Agent
1 Olympic Plaza, Colorado Springs, Colorado 80909
Email: media@usashooting.org
Phone: 719-866-4670

If you believe that material you posted to our Sites that was removed (or to which access was disabled) as a result of a Notification is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the material, you may send a written counter notification ("Counter Notification") to the Copyright Agent containing the information described below.

Please note USA SHOOTING is required to send a copy of your Counter Notification to the party who submitted the Notification and that in response to a Counter Notification that person may file a lawsuit against you seeking a determination of its rights with respect to the material.

Please also note that under 17 U.S.C. § 512(f), any person who knowingly materially misrepresents that material was removed or disabled by mistake or misidentification may be subject to liability for damages.

All Counter Notifications must contain the following (see 17 U.S.C. § 512(g)(3) for further details):

- Your physical or electronic signature;
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- A statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material to be removed or disabled; and
- Your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the District in which the address you list is located, or if that address is located outside of the United States, for the District of Colorado, and a statement that you will accept service of process from the person who provided notification of the alleged infringement or an agent of such person.

Upon receipt of a Notification or Counter Notification, USA SHOOTING will comply with the applicable procedures set forth in 17 U.S.C. § 512. Pursuant to 17 U.S.C. § 512(i)(1)(A), it is USA SHOOTING's policy to terminate, in appropriate circumstances, user account holders who are repeat infringers.

19. Assignment.

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 SHOOTING without restriction.

20. Miscellaneous.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and USA SHOOTING as a result of these Terms of Use or your use of the Sites.

A printed version of these Terms of Use and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

If any provision of these Terms of Use is held to be invalid, illegal or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect to the extent that the remaining provisions can be substantially applied within the original intent of these Terms of Use taken as a whole. Any court holding a provision to be invalid, illegal or unenforceable shall not render the offending provision void or unenforceable, but instead shall modify the provision to the minimum extent necessary to make the provision valid, legal, and enforceable.

USA SHOOTING's failure to act with respect to a breach of these Terms of Use by you or others does not waive its right to act with respect to subsequent or similar breaches.

The section titles used in these Terms of Use are purely for convenience and carry with them no legal or contractual effect.

In the event of the termination of these Terms of Use for any reason, you agree the following provisions will survive: the provisions regarding limitations on your use of content, the license(s) you have granted to USA SHOOTING, the limitation on liability, indemnity, and all other provisions for which survival is equitable or appropriate.

These Terms are the entire agreement between you and USA SHOOTING regarding the subject matter herein, and supersede any prior understandings or agreements, written or oral.

How to Contact USA SHOOTING:

If you have any questions about these Terms of Use, the Sites, or to resolve a dispute, you can contact USA SHOOTING at:

Mail: USA Shooting
Attn: Copyright Agent
1 Olympic Plaza #3, Colorado Springs, Colorado 80909
Email: media@usashooting.org

Phone: 719-866-4670

These Terms of Use were last updated on 06/01/2021