

TERMS OF USE AGREEMENT

INTRODUCTION AND TO WHOM THESE TERMS AND CONDITIONS APPLY

These Terms & Conditions/Terms of Use (“Terms”) set forth a legally binding agreement between you and WASF/USA Competitive Cheer Foundation (“WASF/USACC,” “we,” or “us”), and govern your use of and access to www.usaccf.org and any other websites, mobile and other applications, or services that post a link to these Terms (each individually a “Site” and collectively, the “Sites”) and the information, features, content, and services that we own, control, or make available through the Sites (collectively, with the Sites, the “Service”) whether as a guest or a registered user.

This Agreement also governs the use of WASF/USACC Online Membership Application (a “Site” or “Service”), which is an online application for transactions related to membership and other services. By your use of the Site or Services, any accompanying applications, media, and documentation, you also agree to accept and be bound by these Terms.

As used in this Agreement, the terms "you", "your" or "user" are synonymous, and refer to the person using the Site or Services in any manner.

By using the Service, or by clicking accept or agree when provided the opportunity to do so or when this option is made available to you, you accept these Terms and the Service’s Privacy Policy and consent to the collection and use of your data by the Privacy Policy. The Terms may be revised and updated by us from time to time without notice to you. All changes are effective immediately when we post them. Your continued use of the Sites is your acceptance of the revised and updated Terms. You can review the most current version of the Terms & Conditions agreement at any time at <https://usaccf.org/pages/aboutus/pages/terms.html>.

In some instances, both these Terms and other separate terms and conditions will apply. By using the Service, you agree to be bound by such Additional Terms. To the extent there is a conflict between these Terms and any Additional Terms, the Additional Terms will control unless they expressly state otherwise or fail to contain elements of these Terms. For example, if the Additional Terms do not contain a heading for “Accessing the Service”, then the section in these terms related to that subject area will control.

Please do not use or access our Service if you do not agree to any of these Terms.

ACCESSING THE SERVICE

We reserve the right to withdraw or amend the Service, and any service or material we provide on the Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Service, or the entire Service, to you.

You are responsible for:

Making all arrangements necessary for you to have access to the Service. Ensuring that all persons who access the Service through your internet connection are aware of these Terms and comply with them. Ensuring that using our Services on mobile devices does not distract you or prevent you from obeying traffic or safety laws.

To access the Service or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Service that all the information you provide on the Service is correct, current and complete. You agree that all information you provide to register with this Service or otherwise, including but not limited to through the use of any interactive features on the Service, is governed by our Privacy, and you consent to all actions we take concerning your information consistent with our Privacy Policy.

If you choose or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Service or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your username or password or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.

WASF/USACC may immediately suspend or terminate the availability of the Service, in whole or in part, to any individual, group, or everyone, for any reason, at WASF/USACC's sole discretion, and without advance notice or liability. Upon suspension or termination of your access to the Service, or notice from WASF/USACC, all rights granted to you under these Terms or any Additional Terms will cease immediately, and you agree that you will immediately discontinue use of the Service. The provisions of these Terms and any applicable Additional Terms, which by their nature should survive your suspension or termination, will survive.

WASF/USACC is not liable for information that is inaccurate due to technical defects in software used on the Site, whether induced by its system or by software provided by third parties.

LICENSE

WASF/USACC grants you a non-exclusive, non-transferable royalty-free license to access the WASF/USACC website located at <http://usaccf.org> (the "Site") and to use the Services in connection with your participation in the WASF/USACC Online Membership Application conditioned on your acceptance without modification of these Terms.

The Site and Services are licensed, to you by WASF/USACC for your personal use, AND ALL RIGHTS NOT EXPRESSLY GRANTED ARE RESERVED BY WASF/USACC OR ITS LICENSORS.

NO UNLAWFUL OR PROHIBITED USE

You agree that you will not:

1. copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, or use the Service to create a derivative work;
2. use the Service for any commercial purpose, with the exception that if you are a WASF/USACC member club, you may use the Service for commercial activities reasonably associated to, or in conjunction with, that membership;
3. use the Service or Company Information for any political purpose;
4. engage in any activity in connection with the Service that is libelous, slanderous, defamatory, fraudulent, unlawful, false or misleading, harmful, tortious, vulgar, invasive of another's privacy, sexually explicit, offensive, obscene, profane, violent, threatening, harassing, abusive, hateful, or otherwise inappropriate concerning race, gender, sexuality, ethnicity, or other intrinsic characteristics;
5. harvest any information from the Service;
6. copy, derive, edit, translate, decompile, reverse engineer, modify, use, or reproduce any code or source relating to the Service including without limitation, any service or product WASF/USACC offers;
7. modify, re-render, frame, mirror, truncate, add to, inject, filter, or change the order of the information contained on any page of the Service, including, without limitation, by any way of reproducing any web pages on any other website without our express written permission;
8. interfere with the proper operation of or any security measure used by the Service;
9. infringe any intellectual property or another right of any third party;
10. use the Service's information in a manner that suggests an unauthorized association or is beyond the scope of the limited license granted to you;
11. use a false email address or other identifying information, impersonate or misrepresent any person or entity, or your affiliation with any person or entity, or misrepresent, mislead, or omit the origin or source of any material;
12. use the Service to make any speculative, fraudulent, or false reservation or any reservation in anticipation of demand;
13. cause to appear any pop-up, pop-under, exit windows, expanding buttons, banners advertisement, or anything else which minimizes, covers, or otherwise inhibits the full display of the Service;
14. use any deep-link, page-scrape, robot, crawl, index, spider, click spam, macro programs, Internet agent, or other automatic devices, program, algorithm or methodology which does the same things, to use, access, copy, acquire information, generate impressions or clicks, input information, store information, search, generate searches, or monitor any portion of the Service or Company information;
15. use the Service in any way which depletes web infrastructural resources, slows the transferring or loading of any web page, or interferes with the normal operation of the Sites;

16. upload or transmit to the Service any device, software, program, or file that may damage the operation of any computer or the Service, including without limitation, viruses or corrupt files;
17. disguise the origin of information transmitted to, from, or through the Service;
18. circumvent any measures implemented by WASF/USACC aimed at preventing violations of the Terms. You may not violate the restrictions in any robot exclusion header; or
19. otherwise violate these Terms or any applicable Additional Terms.

You also agree you will not use the Service for or in connection with offering any third-party product or service not authorized or approved by WASF/USACC.

When you use the Service for an authorized purpose, you must include all proprietary notices without changing, hiding, or deleting them.

You may not engage in any conduct that is, or that WASF/USACC deems to be, in violation of the Terms.

ACCESS AND PASSWORDS

Each time you enter your Account Name (User Identification) and Password login information, you authorize WASF/USACC to process your request and to retrieve and/or transmit information requested by you. Authorized access to the Services requires your completion of registration by providing current, complete and accurate information as prompted by the applicable registration form. You are required to change the assigned Password for your Account Name (User Identification). You are the only person authorized to use your Account (User Identification) and Password, and you agree not to permit or allow other persons to have access to or use the same.

You are entirely responsible for maintaining the confidentiality of your Password and Account Name (User Identification). Furthermore, you are entirely responsible for all activities that occur through the use of your Password or Account (User Identification). You agree to notify WASF/USACC immediately of any actual or suspected unauthorized use of your Password Account (User Identification), or any other breach of security. WASF/USACC will not be liable for any loss that you may incur as a result of someone else using your Account (User Identification) and Password, either with or without your knowledge. However, you could be held liable for losses incurred by WASF/USACC or another party due to someone else using your Account (User Identification) and Password.

CONFIDENTIALITY

The information derived from or related to the Services is the property of WASF/USACC and is for the sole use of authorized users of the Services only in support of WASF/USACC branded products and services. A Registered User must not disclose information derived from the Services, other than the data that the User is authorized to access, or any other information

associated with the Services, to third parties unless it is permitted or otherwise authorized by WASF/USACC.

WASF/USACC has taken reasonable measures to protect your information's security, including firewalls and security measures at its physical facilities. However, WASF/USACC does not guarantee the security of data or information collected, transmitted or accessed through the Internet and shall not be liable in any way for a compromise of your data or information. Information collected by WASF/USACC about a user's experience with the Services will be used by WASF/USACC's privacy policy stated at www.usaccf.org.

THIRD-PARTY SITES

The Site and the Services may link you or direct you to third-party websites. These other sites are not under the control of WASF/USACC. WASF/USACC is not responsible for the performance of, information provided by or activity of any third-party site provider in connection with their provision of services or otherwise. The inclusion of such link(s) does not imply endorsement of the site by WASF/USACC or necessarily any association with its operators. WASF/USACC provides these site links to you only as a convenience. You are responsible for reviewing, understanding and complying with the terms and conditions governing any third-party sites and your use of such sites.

TRANSFERABILITY

You may not transfer, distribute, sub-license, assign or grant any rights in the Services in any form to any person without the prior written consent of WASF/USACC. As a condition to WASF/USACC granting consent, among others that WASF/USACC may require, any such transferee or licensee must agree to be bound by these Terms. These Terms are binding upon and inure to the benefit of you and your respective successors and assigns.

TERMINATION

Participation in the Services is at the sole discretion of WASF/USACC, which may limit participation, impose conditions on its use, and discontinue all or part of the Services at any time. Your license and right to use the Services are effective until terminated. This License will terminate immediately without notice from WASF/USACC if you fail to comply with any provision of this License. You may terminate this License at any time upon notice to WASF/USACC.

RESTRICTIONS

WASF/USACC (for itself and its licensors) reserves all patent, copyright, trade secret, trade name, trademark, accompanying media or documentation, and other proprietary rights related to the Services, and you shall not infringe or violate such rights. Except as stated herein, the Services are for your personal use. Additionally, you may not remove any proprietary notices, labels, or marks on the Services or accompanying documentation.

NOT PROFESSIONAL ADVICE

WASF/USACC uses reasonable efforts to provide accurate data and/or reports to you through the Services. Such data and/or reports are intended only for informational purposes. WASF/USACC cannot guarantee that any such data and/or reports are accurate or complete or that they will be current at all times. Data and/or reports are not intended to provide specific legal, accounting, financial or tax advice for you, and should not be relied upon in that regard. WASF/USACC assumes no liability or responsibility for any errors or omissions in the content of the Site. You should independently verify the content of all such data and/or reports before making any decisions based on that content. You should not act or rely on such data and/or reports without seeking the advice of a professional.

WARRANTIES

EXCEPT AS MAY BE PROHIBITED OR RESTRICTED BY APPLICABLE LAW, ALL MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICES ARE PROVIDED "AS IS" AND WITH ALL FAULTS FOR YOUR USE. WASF/USACC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND WASF/USACC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WASF/USACC, ITS SUBSIDIARIES, AND ITS LICENSORS DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, ACCURATE, RELIABLE, CORRECT OR SECURE; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SATISFACTION, QUALITY, PERFORMANCE, ACCURACY AND EFFORT CONCERNING THE SERVICES ARE SOLELY AT YOUR OWN RISK. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OUR LIABILITY

FOR WASF/USACC, THE ENTIRE AND EXCLUSIVE LIABILITY OF WASF/USACC UNDER THIS AGREEMENT, INCLUDING USE OF THE SERVICES BY USERS SHALL BE AS STATED IN THE WASF/USACC BYLAWS AND OTHER POLICIES, INCLUDING THESE AND ANY OTHER APPLICABLE TERMS. YOU AGREE NOT TO HOLD WASF/USACC LIABLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF YOUR USE OF THE SERVICES. YOUR EXCLUSIVE REMEDY SHALL BE AS OUTLINED IN THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WASF/USACC (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) BE LIABLE TO YOU FOR ANY LOSS, DAMAGE OR INJURY OF ANY KIND INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES, OR DAMAGES FOR SYSTEM FAILURE OR MALFUNCTION OR LOSS OF PROFITS, DATA, USE, BUSINESS OR GOODWILL, ARISING OUT OF OR IN CONNECTION WITH (A) THE SERVICE, (B) THESE TERMS, (C) YOUR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY CONTENT AVAILABLE ON OR

THROUGH THE SERVICE, OR (D) A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR INFORMATION, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR WASF/USACC HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL WASF/USACC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR YOUR USE OF THE SERVICES EXCEED THE GREATER OF (A) THE AMOUNTS, IF ANY, PAID BY YOU TO WASF/USACC FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR (B) FIFTY UNITED STATES DOLLARS (\$50.00). THE LIMITATIONS OUTLINED IN THIS SECTION SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER THE ASSERTED LIABILITY OR DAMAGES ARE BASED ON CONTRACT, INDEMNIFICATION, TORT, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CAN NOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

WAIVER OF INJUNCTIVE OR OTHER EQUITABLE RELIEF

YOU AGREE THAT YOU WILL NOT BE PERMITTED TO OBTAIN AN INJUNCTION OR OTHER EQUITABLE RELIEF OF ANY KIND, SUCH AS ANY COURT OR OTHER ACTION THAT MAY INTERFERE WITH OR PREVENT THE DEVELOPMENT OR EXPLOITATION OF ANY SITE, WEBSITE, APPLICATION, CONTENT, SUBMISSIONS, PRODUCT, SERVICE, OR INTELLECTUAL PROPERTY OWNED, LICENSED, USED OR CONTROLLED BY WASF/USACC OR A LICENSOR OF WASF/USACC.

LIMITED TIME TO BRING YOUR CLAIM

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, related to or connected with the use of the Service must be filed within one (1) year after such claim or cause of action arose or be forever barred.

STORAGE LIMITATIONS

WASF/USACC may establish limits concerning the use of the whole or any part of the Services, including without limitation the maximum number of times and duration you or your authorized users may access the Services. WASF/USACC has no responsibility or liability for the deletion, corruption or failure to store any information, data or other content maintained or transmitted by the Services.

GENERAL

This License and Terms represent the entire agreement between WASF/USACC and you relating to the subject matter hereof and no waiver of these Terms shall be valid unless in writing signed by each party. The waiver or a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. This Agreement will be governed by the laws of the State of Indiana without reference to conflict of laws principles.

In any dispute arising out of this Agreement, you and WASF/USACC each consent to the exclusive personal jurisdiction and venue in the State and Federal courts within Marion County and the State of Indiana. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement shall remain in full force and effect.

Should you have any questions about these Terms, or if you desire to contact WASF/USACC for any reason, please notify WASF/USACC at the following address:

U.S. and Non-U.S. Users
WASF/USACC
300 Delaware Ave Suite 210-A
Wilmington Delaware 19801

BUSINESS USE OF OUR SERVICE

IF YOU ARE USING THE SERVICE ON BEHALF OF A BUSINESS, THAT BUSINESS ACCEPTS THESE TERMS. THE BUSINESS WILL HOLD HARMLESS AND INDEMNIFY WASF/USACC FROM ANY CLAIM, SUIT OR ACTION ARISING FROM OR RELATED TO THE USE OF THE SERVICE OR VIOLATION OF THESE TERMS, INCLUDING ANY LIABILITY OR EXPENSE ARISING FROM CLAIMS, LOSSES, DAMAGES, SUITS, JUDGMENTS, LITIGATION COSTS AND ATTORNEYS' FEES.

CONSENT OR APPROVAL

No consent or approval may be deemed to have been granted by us without being in writing and signed by an officer of WASF/USACC.

INDEMNITY

You agree to defend, indemnify and hold harmless WASF/USACC from and against any and all claims, liabilities, damages, losses, costs and expenses (including, reasonable attorneys' fees and costs) arising out of or in connection with any of the following: (i) your breach or alleged breach of these Terms; (ii) your Submissions; (iii) your use of the Service; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental or quasi-governmental authorities; (v) your violation of the rights of any third party, including any intellectual property right, publicity, confidentiality, property or privacy right; or (vi) any misrepresentation made by you. WASF/USACC reserves the right to assume, at your expense, the exclusive defense and control of any matter subject to indemnification by you. You agree to cooperate with WASF/USACC's defense of any claim. You will not in any event settle any claim without the prior written consent of WASF/USACC.

SEVERABILITY; INTERPRETATION; ASSIGNMENT

If any provision of these Terms, or any Additional Terms, is for any reason deemed invalid, unlawful, void, or unenforceable, then that provision will be deemed severable from these Terms or the Additional Terms, and the invalidity of the provision will not affect the validity or enforceability of the remainder of these Terms or the applicable Additional Terms. You hereby

waive any applicable statutory and common law that may permit a contract to be construed against its drafter.

The summaries of provisions and section headings are provided for convenience only and shall not limit the full Terms. WASF/USACC may assign its rights and obligations under these Terms and any applicable Additional Terms, in whole or in part, to any party at any time without any notice. These Terms and any applicable Additional Terms may not be assigned by you, and you may not delegate your duties under them, without the prior written consent of an officer of WASF/USACC.

INVESTIGATIONS; COOPERATION WITH LAW ENFORCEMENT

WASF/USACC reserves the right to investigate and prosecute any suspected breaches of these Terms or the Service. WASF/USACC may disclose any information as necessary to satisfy any law, regulation, legal process or governmental request.

This Terms of Use Agreement was last updated on September 1, 2022