

## U.S. CURLING ASSOCIATION TERMS OF USE AGREEMENT

PLEASE READ THIS TERMS OF USE AGREEMENT (“AGREEMENT”) CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEB SITE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND THAT YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

This Agreement sets forth the terms and conditions of use for the websites operated by the U.S. Curling Association, Inc., (“USCA,” also doing business as USA Curling, and referred to as “USCA,” “we,” “us,” or “our” herein) at [www.usacurl.org](http://www.usacurl.org), [www.curlingrocks.net](http://www.curlingrocks.net), and [www.goodcurling.net](http://www.goodcurling.net) (collectively referred to as the “Site”). You should be aware that USCA owns several other domain names that direct traffic to the Site, and that this Agreement also covers use of the Site via such domain names. USCA reserves the right, at our discretion, to change, modify, add or remove portions of this Agreement at any time. Such changes, revisions or modifications will be effective immediately upon notice to you, which may be given by any means including, without limitation, via posting on the Site. Your continued use of the Site after such notice will be deemed to constitute acceptance of such changes, revisions or modifications. Please check this Agreement periodically for changes.

### PRIVACY POLICY

USCA’s [Privacy Policy](#) is a part of this Agreement and is incorporated herein by this reference.

### SCOPE OF USE

The Site is owned by USCA. We invite you to view the Site for your personal, informational, non-commercial use only.

USCA may, from time to time, offer Site users the opportunity to download certain software from the Site. For purposes of this Agreement, the term “software” includes any files or images incorporated in or generated by the software, and any data accompanying the software. We hereby grant to you a non-exclusive and non-transferable license, during the term of this Agreement, to download and use a single copy of any software that we so offer to Site users on a single computer for your personal, informational, non-commercial use only, provided that you keep intact all copyright and other proprietary notices contained in such software.

We also invite you to download a single copy of the text, graphics, animation, photographs and other materials contained in the Site on any single computer for your personal, informational, non-commercial use only, provided that you keep intact all copyright and other proprietary notices contained in such materials.

The use of any such materials (including the software) in any other manner or for any other purpose, including on any other web site or networked computer environment is prohibited.

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## **TRADEMARKS**

"USCA Marks" means the word all trademarks, service marks, words, symbols, terms, logos, emblems, designs, designations and trade dress used by USCA in connection with its goods and services. All USCA Marks are the exclusive property of USCA. This Agreement does not authorize you to use any USCA Mark. Any such use is expressly prohibited. Unauthorized use of any USCA Mark may be a violation of federal and state trademark laws, including but not limited to 36 U.S.C. Section 220506.

## **INFORMATION, NEWS AND PRESS RELEASES**

The Site may contain information, news and/or press releases about USCA. While this information is believed to be accurate as of the date it was prepared, USCA disclaims any duty or obligation to update such information.

## **LINKS TO THIRD PARTY WEBSITES**

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You acknowledge and agree that USCA is not responsible for the content, accuracy, legality, decency, copyright compliance, privacy practices, security or any other aspects of any such linked websites, and that the access or use of any such linked websites is solely at your own risk, and you hereby waive any and all claims against USCA with respect to such linked websites.

## **USER CONTENT; GRANT OF LICENSE**

The Site may enable you to post content, submit e-mails or otherwise provide content to USCA and/or other Site users. You acknowledge and agree that all information, data and other materials that are posted on or transmitted in connection with the Site by you or another Site user (“User Content”) are the sole responsibility of the person from whom such User Content originated. USCA does not control User Content, and does not guarantee the truthfulness, accuracy, reliability or quality of User Content. You acknowledge and agree that by using the Site, you may be exposed to User Content that is inaccurate, offensive or objectionable. Under no circumstances will USCA be liable for any User Content.

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## **HOUSE RULES**

In order to help keep our Site a safe place for all users, we require that you comply with the following House Rules in connection with your use of the Site:

You may not upload to, distribute through, or otherwise publish on the Site any User Content that is libelous, defamatory, tortious, obscene, pornographic, threatening, abusive, harassing, invasive of another’s privacy or publicity rights, hateful, or racially, ethnically or otherwise objectionable, that is harmful to minors, or that otherwise constitutes or encourages a criminal offense, violates the rights of another, or violates any law.

You may not impersonate any person or entity, or otherwise misrepresent your affiliation with any person or entity.

You may not upload to, distribute through, or otherwise publish on the Site any User Content that you do not have a right to make available under any law or under contractual or fiduciary relationships (e.g., confidential information about your employer).

You may not upload to, distribute through, or otherwise publish on the Site spam, junk mail, chain letters, pyramid schemes, or the like.

You may use the Site only for non-commercial purposes. Unless you have obtained our prior written approval, you may not upload to, distribute through, or otherwise publish on the Site any User Content that contains any solicitations, advertising, or promotional materials, including but not limited to materials that solicit membership in any commercial online service or other organization.

You may not upload to, distribute through, or otherwise publish on the Site any materials that contain computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware, or telecommunications equipment.

You may not provide, collect or store personal information about others.

You agree to comply with all laws, rules and regulations applicable to your use of the Site.

You agree not to use any public forum that we may establish on the Site for the purpose of conducting private conversations.

You acknowledge and agree that we reserve the right to monitor all User Content. You further acknowledge and agree that while we reserve the right to remove User Content in our sole discretion for any reason, we have no duty to do so. We also reserve the right to turn over any User Content to law enforcement officials.

We ask that you further help us to keep the Site safe for all users by notifying us when you believe that these House Rules have been violated. If you believe that our House Rules have been violated, please send us an e-mail at [info@usacurl.org](mailto:info@usacurl.org).

## **REGISTRATION AND PASSWORDS**

The Site may permit or require you to register or select a password prior to permitting access to certain products or services available through the Site. You acknowledge and agree that you are responsible for maintaining the confidentiality of your registration information and password, and for all uses of your password.

## **DISCLAIMER OF WARRANTIES**

THE SITE AND ALL MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. USCA DOES NOT WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE SITE WILL BE AVAILABLE AT ANY PARTICULAR TIME, THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE MATERIALS, INFORMATION, SOFTWARE, PRODUCTS AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SITE ARE CORRECT, ACCURATE OR RELIABLE. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. BECAUSE SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, THESE EXCLUSIONS MAY NOT APPLY TO YOU.

## **LIMITATION OF LIABILITY**

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL USCA BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF, OR THE INABILITY TO USE, THE SITE OR ANY COMPONENT THEREOF (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY OF LIABILITY, EVEN IF USCA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR HEREIN FAILS OF ITS ESSENTIAL PURPOSE. IN THE EVENT THAT ANY JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, USCA'S LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT

PERMITTED BY LAW.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless USCA and its respective officers, directors, agents, employees and volunteers from any and all fines and penalties, and any and all claims by, or liability to, any third party for loss, damages or injury to persons or property based on or in any manner arising out of: (a) any User Content you submit, post, transmit or otherwise make available through the Site; or (b) your breach of this Agreement.

## **TERMINATION**

This Agreement will remain in effect until terminated by either party. You may terminate this Agreement at any time by ceasing to access the Site and by destroying all materials that you have downloaded from the Site. You acknowledge and agree that USCA may terminate your access to all or any part of the Site, with or without notice, for any or no reason, in its sole discretion, without liability of any kind. USCA may also, in its sole discretion and at any time, discontinue providing the Site, or any part thereof, with or without notice, without liability of any kind.

## **CHOICE OF LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts located in the State of Wisconsin, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

## **EQUITABLE RELIEF**

You acknowledge that any breach or threatened breach of this Agreement by you will result in irreparable harm for which damages would not be an adequate remedy, and, therefore, in addition to its rights and remedies otherwise available at law, USCA will be entitled to seek immediate equitable relief, including injunctive relief, as appropriate. USCA will be entitled to the relief described in this paragraph without the requirement of posting a bond. If USCA seeks any equitable remedies, it will not be precluded or prevented from seeking remedies at law, nor will it be deemed to have made an election of remedies.

## **ATTORNEYS' FEES**

In addition to any other relief, the prevailing party in any action arising out of this Agreement will be entitled to its reasonable attorneys' fees and costs.

## **SEVERABILITY**

If any provision or part of this Agreement will be declared illegal, void or unenforceable, the remaining portions will continue in full force and effect to the extent permitted by law insofar as the primary purpose of this Agreement is not frustrated.

**WAIVER**

Any waiver by either party of a breach of any provision of this Agreement will not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement.

**CONSENTS**

Whenever the consent or approval of USCA is required hereunder, such consent or approval may be given or withheld by USCA in its sole discretion.

**ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto.

**QUESTIONS**

If you have any questions about this Agreement, you can contact us as follows:

Send an e-mail to us at [info@usacurl.org](mailto:info@usacurl.org)

Write to U.S. Curling Association, 5525 Clem's Way, Stevens Point, Wisconsin 54482

*This Terms of Use Agreement was last updated Aug. 15, 2012*