

UNITED STATES EQUESTRIAN FEDERATION WEBSITE TERMS AND CONDITIONS

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS AND END-USER LICENSE AGREEMENT ("TERMS") CAREFULLY BEFORE USING THE UNITED STATES EQUESTRIAN FOUNDATION DIGITAL PLATFORMS.

Please read these Terms carefully. By accessing this website/application and/or any pages thereof, including the United States Equestrian Federation (the "Federation" or "USEF") digital platforms, including this and other USEF websites ("Websites"), mobile apps and tablet apps (collectively "Apps" or "App"), and other online content offerings (together with any related software, content, features and functionality hereinafter referred to collectively as the "Platform"), you signify your agreement with and understanding of the following Terms and the legal information pertaining to the Platform, and related services such as emails, newsletters, promotions, blogs, forums, and any offered products (together with the Platform, collectively, the "Services"). In addition, when using particular services, you and the Federation shall be subject to any posted guidelines or rules applicable to such services that may be posted on the Website or App from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms.

By installing the App, clicking "I Agree," selecting a relevant box to indicate your acceptance of these Terms, creating an account to use the Website or App, or by using the Website or App in any way, you (as a "User") expressly acknowledge that you have read, understand, accept and agree to be bound by these Terms, which form a binding agreement ("Agreement") between you and the Federation. Your use of the Services is conditioned on your acceptance without modification of these Terms. **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS THE WEBSITE, OR DOWNLOAD, INSTALL OR USE THE APP.**

ARBITRATION NOTICE: IF YOU DO NOT OPT OUT OF ARBITRATION AS OUTLINED IN SECTION XVIII BELOW ("MUTUAL DISPUTE RESOLUTION USING BINDING ARBITRATION"), YOU CONSENT TO RESOLVING DISPUTES BETWEEN YOU AND US THROUGH BINDING, INDIVIDUAL ARBITRATION. BY AGREEING TO THIS, YOU RELINQUISH YOUR RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION, AS DETAILED FURTHER IN SECTION XVIII. WE PROVIDE INFORMATION ON EXCEPTIONS AND HOW TO OPT OUT OF ARBITRATION IN SECTION XVIII OF THESE TERMS.

The Federation reserves the right to change these Terms at any time without notice to you. You are therefore responsible for regularly reviewing these Terms. Should these Terms change materially, we will post notice of modifications to these Terms as an App update, email, and/or notice in the Terms. If you do not agree to any modified terms, you must stop all use of the Services. Unless specified otherwise, any new content, services, or features incorporated into the Services is bound by these Terms upon its posting on the App or the Website. Your continued use of the Services following the posting of any changes to these Terms signifies your acceptance of the modified Agreement.

By accepting this Agreement, you acknowledge and agree that you may receive from the Federation email communications to the email address you provide, including for marketing and event registration purposes. You can unsubscribe at any time by clicking on the "unsubscribe" link in each email. However, we will continue to send you service-related messages.

I. INTELLECTUAL PROPERTY

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Unless otherwise indicated, the Services, including, but not limited to, text, graphics, data, photographic images, logos, moving images, sound, illustrations, software, editorial content, results, database information, and the selection and arrangement thereof ("Content"), is the sole property of the Federation,

its licensors, or its third-party image partners and all rights are reserved. Content may not be reproduced in any way without the prior written permission of the Federation.

You acknowledge that all the intellectual property rights, including copyrights, patents, trademarks, service marks, and logos in the Services are owned by the Federation or its licensors or providers. Neither these Terms, nor your access to or use of the Services, transfers to you or any third-party any rights, title, or interest in or to such intellectual property rights. The Federation and its licensors' Content may not be reproduced in any way without the prior written permission of the Federation or the owner of the intellectual property. The Federation shall bear no responsibility whatsoever for unauthorized copying and/or use of any material property of third parties on the Services. Nothing in the Services is designed to grant any license or right to use any names, logos, pictures or trademarks. No act of downloading or otherwise copying or reproducing from the Services will transfer title to you to any Content.

The Content is for your personal or information use only. Commercial usage of any Content or the reproduction of such Content is strictly prohibited.

II. LICENSE AND USE OF SERVICES

a. Website Use

Except as set forth in these Terms and unless you have entered into a separate agreement with the Federation expressly permitting such action, you shall not use, copy, distribute, disclose, trade, sell, rent, loan, republish, reproduce, modify, or download any content on the Website by any means.

The Federation grants you a limited license to access and make personal, non-commercial use of the Website. In accordance with these Terms, you are not permitted to download any material (including, without limitation, software, text, graphics or other content), except for printing single copies of pages, as necessary to access the Website (for personal, non-competitive and non-commercial use provided that all copyright and proprietary notices are maintained), frame, link to any page within or modify all or part of the Website without the Federation's express written consent. You may not redistribute, sell, monetize, de-compile, reverse engineer, disassemble or otherwise reduce to a human-readable form software that you are permitted to download from the Website hereunder, except as may be permitted by law. Except only as expressly provided herein, the Website (or any derivative work version of it), its contents, and any member or horse information may not in any form or by any means now known or hereafter developed be reproduced, displayed, downloaded, uploaded, published, repurposed, posted, distributed, transmitted, resold, or otherwise exploited for any commercial or competitive purpose without the Federation's prior express written consent. All rights not expressly granted to you above, including ownership and title, are reserved for the owner and not transferred or licensed to you.

b. App License Grant

You may use the App, in executable form only, for your personal use on an electronic device that you own or are authorized to use, in compliance with these Terms. This right is personal to you and may not be assigned, transferred, or sublicensed to others. You agree to use the App at your own risk. Subject to your compliance with these Terms, the Federation grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to download, install, and use the App on a device that you own and control, solely for the purpose of accessing and using the Services in accordance with the Terms. All rights not expressly granted to you are reserved by the Federation and its licensors.

c. Software Updates

We reserve the right to add additional features or functions to the Services. If you are using the App, you agree to update the App to its most recent version as prompted. You must either accept each such update or discontinue using the Services after an update is published. These Terms apply to all updates to the Services, unless the Federation provides other terms along with the updates.

d. Open Source Components

“Open Source Components” means components (including, without limitation, programs, applications, tools, utilities, libraries, and other programming code) of the App that are made available from third parties under a free or open source software licensing model. The App may include Open Source Components that the Federation received from third parties. Your use of such components will be subject to the terms of the applicable Open Source Component license for such components. Copies of the Open Source Component licenses for Open Source Components will be included with the App and/or posted on the Federation’s website at usef.org. [INSERT WEBSITE].

e. Third-Party Software

The Services may include software that is licensed to the Federation by third-party licensors (“Third-Party Software”). Third-Party Software is redistributed by the Federation under the terms of the applicable license for the Third-Party Software. The parties who license Third-Party Software to the Federation (collectively, “Third-Party Licensors”) will not be responsible for any liability arising from your use of the Services, and they will not provide any support or information relating to the Services. All Third-Party Licensors are third party beneficiaries of these Terms.

f. Jurisdictional Issues, Legal Compliance and Export Regulation

Unless otherwise specified, the materials on the Services are presented solely for the purpose of promoting equestrian sport and equestrian competitions and other products and services available in the United States and its territories, possessions, and protectorates. The Federation makes no representation that materials on the Services are appropriate or available for use in any particular location. Those who choose to access the Website or the App do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. The Services may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release the Services to, or make the Services accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. You shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Services available outside the US.

g. Restrictions On Use

You must not, whether directly or indirectly:

- (i) copy the App, other than to make one copy of the App for backup and archival purposes only;
- (ii) use or reproduce any portion of the App in source code format;
- (iii) translate, reverse engineer, decompile, or disassemble the App or the software underlying the Services, except to the extent that this restriction is expressly permitted by applicable law, and with exceptions for the Open Source Components as permitted by the applicable open source licenses;
- (iv) rent, sell, lease, loan, sub-license, distribute, assign, or transfer the Services;
- (v) modify, create any derivative work from, or merge all or any part of the Services (other than the Open Source Components) with another program;
- (vi) download, publish, send by e-mail, or transmit any information or contents through the Services that could infringe or violate the intellectual property, brand, license or other rights of another party;
- (vii) transmit any virus, trojan horse, worms or other destructive elements through the Services, or circumvents or overrides security features;
- (viii) use the Services to violate any law, regulation, statute, ordinance or regulation, or these Terms;
- (ix) remove legal notices or attributions from uploaded content;
- (x) misuse communication features;
- (xi) register or subscribe others without authorization;
- (xii) create liability for the Federation, our affiliates, or our service providers, or cause us to lose (in whole or in part) the services of any of our service providers;

- (xiii) use the Services in a manner that impacts another party's use and enjoyment of the Services;
- (xiv) results in the scraping or copying of information, data, or content.

You are wholly liable and responsible for any loss or damage caused by or resulting from your unauthorized conduct under these Terms. The Federation is not liable and has no responsibility to you or to any third party for any loss or damage caused by, arising out of, or resulting from your unauthorized conduct under these Terms.

The Federation reserves all rights to investigate occurrences that may involve violations of the security of the use of the Services, and the Federation may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. If any unauthorized person obtains access to the Services as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly notify generalcounsel@usef.org. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access. If you commit or cause such violations, the Federation may suspend or terminate your access to the Services for any or no reason at any time without notice.

III. DISCLAIMER

The Federation has taken all reasonable care that the information contained within the Platform is accurate at the time of publication, however no representation or guarantee (including liability towards third parties), expressed or implied, is made as to its accuracy, reliability or completeness.

Therefore, the Federation and its Directors, employees, content providers, agents, affiliates assume no liability for the use or interpretation of information contained herein. Your use of the Website is on an "AS IS" and "AS AVAILABLE" BASIS AND AT YOUR SOLE RISK, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND TERMS AND CONDITIONS OF MERCHANTABILITY, SUITABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

In particular, the Federation assumes no responsibility for, and makes no guarantees that (i) the Website and services on the Website will meet your requirements, (ii) services and functions on the Website will be uninterrupted, timely, secure or error-free, (iii) results that may be obtained from the use of the Website and services on the Website will be accurate or reliable, (iv) defects will be corrected, or (v) the Website or the servers that make it available will be free of viruses or other harmful elements.

Any material downloaded or otherwise obtained through the use of the Website is done at your own discretion and risk and you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.

IV. REGISTRATION DATA

You acknowledge and agree that USEF, in management of certain sweepstakes, promotions, or programs, may share your information with USEF Recognized Affiliates, other USEF members, sweepstakes partners or USEF Sponsors (collectively, "Permitted Third Parties"). Your registration constitutes permission for USEF and Permitted Third Parties to contact you for promotional and/or marketing purposes. Your relationship with each Permitted Third Party is independent of USEF and subject to that Permitted Third Party's terms of use and/or privacy policy. By registering, you acknowledge and agree to (i) provide true, accurate, and complete information about yourself as prompted by the registration form; and (ii) maintain and promptly update the information to keep it true, accurate, current, and complete. You acknowledge and agree USEF shall have no liability associated with or arising from your failure to maintain accurate information, including but not limited to your failure to receive critical information about the Services, or your account. You further agree that USEF is authorized to verify such information. By registering, you agree and acknowledge that USEF does not and cannot control the actions of any Permitted Third Party, and you further agree to release and hold harmless USEF from any

and all liability, injury, loss or damage of any kind that may arise from or out of your interaction with such Permitted Third Party.

V. YOUR ACCOUNT

If you use the Services, you are responsible for maintaining the confidentiality of membership and account information, usernames, passwords, and IDs that may be required to use Services from time to time ("Account Information") and for restricting access to your computer or other devices, and you agree that you are responsible for all activity that occurs under or with the use of your Account Information (including, without limitation, usernames and password). You agree not to and agree not to attempt to (i) falsify or misrepresent your identity or any Account Information, (ii) create an account for another person, (iii) access, use, or interfere with an account other than your own. You are entirely responsible for all activity occurring under your Account Information, regardless of whether such activity is caused by you or by a third party using your Account Information, even if you have not sanctioned such third-party use. USEF reserves the right in its sole discretion to refuse access to the Services, terminate accounts and usage rights, edit, or remove content and cancel requests for materials made through the Services.

If you suspect there has been or will be unauthorized use under your account, you shall immediately (i) change your password and (ii) notify USEF.

VI. PRIVACY & SECURITY

The Federation is subject to U.S. data protection laws when collecting and processing personal data. The use of the Services is subject to the Privacy Policy of the Federation. By using the Services, you consent to the collection, use, maintenance, and transfer of the information (including personally identifiable information) that you provide to us in accordance with the terms of such Privacy Policy. A copy of the Privacy Policy can be found at [INSERT LINK].

VII. LINKS FROM AND TO THE WEBSITE

You acknowledge and agree that the Federation has no responsibility for the accuracy or availability of information, material, or content provided by entities other than the Federation ("Third-parties"), including but not limited to Third-Party linked websites (such as, for example, ClipMyHorse.TV and Google Translate), or the content, performance, terms and conditions of use, the privacy policies, or practices on such websites. Links to such sites do not constitute an endorsement by the Federation of such websites or the content, availability, accuracy, products, other materials or services presented on such websites. Information in the many webpages that are linked to the Services comes from a variety of sources. The Federation does not author, edit, or monitor the content, links, or services provided by third parties. Your engagement with such Third-Parties, including the procurement and delivery of goods or services, and any associated terms, conditions, warranties, or representations, solely occur between you and the respective Third-Parties. It is your responsibility to conduct any necessary investigation before engaging in online or offline transactions involving third-parties or their Third-Party offerings. You are solely liable for using the Third-Party offerings and disclosing personal information, and must exercise caution, discretion, and judgment. THE FEDERATION SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH THIRD-PARTY CONTENT, PRODUCTS, OR OTHER MATERIAL AVAILABLE ON THE SERVICES OR ON THIRD PARTY LINKED WEBSITES.

In the event of a dispute with any Third-Party, other User, or entity, you acknowledge that the Federation is not obligated to intervene, and you release and indemnify the Federation Parties, defined as including but not limited to all of their respective contractors, directors, officers, employees, representatives, proprietors, partners, shareholders, servants, principals, agents, predecessors, successors, assigns, accountants, and attorneys from any third-party claims or damages arising from such disputes or Services usage.

IF YOU ARE A CALIFORNIA RESIDENT, YOU WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH STATES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Please note that the Federation may have financial interests in one or more Third-Parties and may benefit from your engagement with these Third-Parties or the purchase of Third-Party offerings.

In the event that you wish to establish a link to the Website, you expressly agree:

- To obtain prior written approval from the Federation to establish a link to the Website;
- Not to include the Website into the frame of another website and to create a direct link to the Federation's official Website at www.usef.org, and not to create any third-party association with the Website; and
- Ensure that the link does not state or imply that Federation sponsors or endorses any other website activity, company or entity, or presents the Federation and/or equestrian sport in a false, misleading, defamatory or derogatory manner.

The link to our Website does not permit you to use any of the Federation and/or third party content, names, logos, pictures, or trademarks, unless separately agreed to in writing by the relevant rights-holder.

VIII. LINKS TO SOCIAL MEDIA PLATFORMS

The Services may include links to official social media accounts operated by the Federation on third-party platforms such as Facebook, Twitter, Instagram, YouTube, and others (“Social Media Platforms”). These links are provided for your convenience and to facilitate engagement with the Federation's content and community.

Your use of and interaction with the Federation's Social Media Platforms is subject to the terms of use, privacy policies, and other rules established by the respective Social Media Platforms. The Federation does not control and is not responsible for the content, privacy practices, or security of these Social Media Platforms. Any information you post or share on Social Media Platforms is governed by the policies of those platforms, not by the Federation's Privacy Policy or these Terms.

The Federation does not endorse, and is not responsible for, any content, advertising, products, services, or other materials on or available from Social Media Platforms or from other users of those platforms. Your interactions with the Federation's Social Media accounts and with other users on those platforms are solely between you and the Social Media Platform or other users.

The Federation reserves the right to remove or moderate content on its Social Media accounts at its sole discretion and to the extent permitted by the policies of the respective Social Media Platforms. Any views or opinions expressed on the Federation's Social Media accounts by users or third parties do not necessarily reflect the views of the Federation. The Federation is not responsible for, and expressly disclaims any liability arising from, any user-generated content posted on its Social Media accounts.

You are solely responsible for your conduct and any content you post, share, or otherwise make available on or through the Federation's Social Media accounts. You agree to comply with all applicable laws and the terms and policies of the relevant Social Media Platforms.

IX. DONATIONS

The Services may provide users with the opportunity to make voluntary donations to support various United States Equestrian Federation (USEF) funds or initiatives. By making a donation through the Services, you acknowledge and agree to the following:

- **Voluntary Nature:** All donations are voluntary and non-refundable, except as required by law. You understand that your donation is a gift to USEF and does not entitle you to any goods, services, or other benefits unless expressly stated at the time of donation.
- **Use of Funds:** Unless otherwise specified, donations will be used to support the general purposes of the designated fund or initiative. USEF reserves the right to allocate donated funds in accordance with its charitable mission and applicable laws.
- **Tax Treatment:** Donations may be tax-deductible to the extent permitted by law. You are responsible for consulting your own tax advisor regarding the deductibility of your donation.
- **Third-Party Payment Processors:** Donations may be processed by third-party payment processors. By making a donation, you agree to the terms and privacy policies of the applicable payment processor. USEF is not responsible for any errors, delays, or issues arising from the use of third-party payment services.
- **No Refunds:** Except as required by law, all donations are final and non-refundable. If you believe a donation was made in error, please contact us promptly for assistance.
- **USEF reserves the right to refuse or return any donation at its sole discretion, including but not limited to donations that are suspected to be fraudulent or in violation of applicable laws or regulations.**

X. ONLINE STORE TERMS

We strive to ensure that all product descriptions, images, pricing, and availability information are accurate and up to date. However, we do not guarantee the accuracy or completeness of such information. The on-screen display of the colors, designs, and products offered on the Platform may differ from the actual appearance or size of the products offered. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update information at any time without prior notice. All products and services are subject to availability, and we reserve the right to limit quantities or discontinue any product at any time.

To place an order you must be 18 years of age or over, be accessible by telephone and/or have a valid email address. By placing an order, you make an offer to purchase the selected products or services in accordance with these Terms. We reserve the right to accept or reject any order for any reason, including but not limited to product or service unavailability, errors in pricing or product information, or suspected fraud. If we cancel your order after your payment has been processed, we will issue a refund for the amount paid. We reserve the right to limit or prohibit orders that, in our sole judgement, appear to be placed by dealers, resellers or distributors.

Products and services are provided “as is” and “as available,” without any warranties of any kind, either express or implied, except as expressly stated in the product description or as required by law. We disclaim all warranties, including but not limited to merchantability, fitness for a particular purpose, and non-infringement.

Gift cards are available for purchase through our Services, subject to availability. Gift cards are non-transferable, may not be resold, and cannot be redeemed for cash or credit except as required by law. USEF is not responsible for lost, stolen, or damaged gift cards. Treat all gift cards like cash; lost or stolen cards will not be replaced or refunded except as required by law.

To complete a purchase, you may be required to provide payment information, including credit card details or a PayPal account. By submitting payment information, you represent and warrant that you are authorized to use the designated payment method and authorize us (or our designated third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and fees).

- **Third-Party Payment Processors:** Payments for purchases made through the Platform may be processed by third-party payment processors, such as PayPal, or by credit card processing services. By making a purchase, you agree to the terms and privacy policies of the applicable payment processor. The Federation is not responsible for any errors, delays, security breaches, or issues arising from the use of third-party payment services.

- **Payment Authorization:** By providing payment information, you authorize us and our payment processors to process and store your payment details as necessary to complete your transaction and for record-keeping purposes.
- **Accuracy of Information:** You agree to provide current, complete, and accurate purchase and account information for all purchases made via the Platform. You are responsible for promptly updating your account and payment information, including your email address, payment method, and payment card expiration date, so that we can complete your transactions and contact you as needed.
- **Order Acceptance and Cancellation:** We reserve the right to refuse or cancel any order at any time for reasons including but not limited to product or service unavailability, errors in pricing or product information, suspected fraud, or payment issues. If your order is canceled after your payment has been processed, we will issue a refund for the amount paid.
- **Security:** While we take reasonable measures to protect your payment information, you acknowledge and agree that the Federation is not liable for any unauthorized access to or use of your payment information by third parties, except as required by law.
- **Disputes:** Any disputes regarding payments processed by PayPal or credit card should be addressed directly with the respective payment processor, subject to their terms and dispute resolution procedures.

Please see [Shop Policies](#) for additional terms governing our online store purchases.

XI. SUBMISSIONS

Any information or materials you transmit, upload or otherwise submit to any USEF Website (including, without limitation, comments, reviews, postings to chat, email messages or materials, or any creative suggestions, ideas, notes, drawings, concepts or other information sent to USEF via the Website, through any social media page, app or other means of transmission or delivery, shall be collectively referred to as "Submissions." If you transmit or otherwise deliver Submissions to USEF, you grant USEF a nonexclusive, royalty-free, perpetual, irrevocable (or the longest period permitted under law) license (with the right to sublicense and assign) to exploit, use, reproduce, modify, adapt, publish, translate, publicly perform and display, transmit, make, sell, create derivative works from and distribute such Submissions or incorporate such Submissions into other works in any form or medium and through any means or modes of distribution or technology now known or hereafter developed. You hereby agree and represent to USEF that you own or have been granted the necessary intellectual property and other rights in the Submissions (including, without limitation, a waiver of any applicable moral rights) to grant such license to USEF, that no such Submissions are, or shall be, subject to any obligation of confidence on the part of USEF and that USEF shall not be liable for any use or disclosure of any Submissions. Without limitation of the foregoing, USEF shall be entitled to unrestricted use of the Submissions for any purpose whatsoever, commercial, or otherwise, without compensation to the provider of the Submissions. You agree that no Submission made by you will contain libelous, abusive, obscene, or otherwise unlawful material and you acknowledge and agree that you are exclusively liable for the content of any Submission made by you.

The Federation retains the authority to conduct periodic monitoring of the overall usage of the Services at its sole discretion. The Federation may remove any Submissions or other materials that, in its sole judgment, appear to be unlawful, could expose the Federation to liability, contravene this Agreement, or are deemed by the Federation to be inconsistent with the intended purpose of the Services, and may suspend or terminate your access to the Services without giving notice or reasons thereof.

XII. JOB APPLICATIONS THROUGH THE PLATFORM

You may have the opportunity to apply for employment with USEF or its affiliates through the Platform. By submitting a job application or related materials (such as a resume or cover letter) through the Platform, you acknowledge and agree to the following:

- (i) **Accuracy of Information:** You represent and warrant that all information you provide in connection with your application is true, complete, and accurate to the best of your knowledge. You understand that providing false or misleading information may result in rejection of your application or termination of employment if discovered at a later date.
- (ii) **Use of Application Information:** Information and materials you submit in connection with a job application will be used by USEF and its affiliates for recruitment, hiring, and employment purposes, and may be shared with third-party service providers assisting with these processes. Your submission and our use of your information are subject to our Privacy Policy.
- (iii) **No Guarantee of Employment:** Submission of a job application or related materials does not guarantee that you will be offered employment or that your application will be reviewed or considered. USEF reserves the right to accept or reject any application for any reason and to modify or remove job postings at any time without notice.
- (iv) **Equal Opportunity Employer:** USEF is an equal opportunity employer. Employment decisions are made without regard to race, color, religion, sex, national origin, age, disability, veteran status, or any other protected status as required by applicable law.
- (v) **Consent to Contact:** By submitting an application, you consent to being contacted by USEF or its representatives regarding your application and potential employment opportunities.

XIII. INFORMATIONAL PURPOSES AND NO VETERINARY ADVICE DISCLAIMER

The information provided on the Services, including but not limited to information, data, or content relating to horses, equestrian activities, horse health, care, training, or performance, is made available solely for general informational purposes. Such information is not intended as, and does not constitute, professional advice, including but not limited to veterinary, medical, legal, or other professional advice or services. The Federation does not warrant or guarantee the accuracy, completeness, or usefulness of any information regarding horses or equestrian matters provided through the Services.

You acknowledge and agree that the Federation is not a veterinary or medical provider, and no information provided through the Services should be interpreted as a substitute for professional veterinary advice, diagnosis, or treatment. Always seek the advice of your veterinarian or other qualified animal health provider with any questions you may have regarding the health, care, or condition of any horse. Never disregard professional veterinary advice or delay in seeking it because of something you have read or accessed on the Services.

Reliance on any information provided by the Federation, its employees, content providers, or other users of the Services is solely at your own risk. The Federation expressly disclaims any and all liability arising from or relating to your use of or reliance on such information.

XIV. INDEMNITY

As a condition of use of the Services, you agree to indemnify the Federation and its affiliates, directors, officers, employees, members, and agents from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from: (i) your violation of these Terms; (ii) your use of the Services; (iii) your violation of applicable laws, regulations, or third-party rights; and (v) your willful misconduct, fraud, or negligence. This Indemnification section shall survive termination of these Terms.

XV. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL THE FEDERATION BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE SERVICES, EVEN IF THE FEDERATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS INCLUDES ANY INFORMATION OR CONTENT MADE ACCESSIBLE THROUGH THE APP OR THE WEBSITE, OR ANY SERVICES RENDERED OR PRODUCTS OFFERED BY THE FEDERATION AND THIRD PARTIES WHETHER ARISING FROM WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES, LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE FEDERATION'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT OR TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, OR OTHERWISE) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR MEMBERSHIP IN THE FEDERATION. IF APPLICABLE LAW DOES NOT ALLOW US TO DISCLAIM IMPLIED WARRANTIES OR LIMIT OUR LIABILITY, THE SCOPE AND DURATION OF SUCH WARRANTIES, AND THE EXTENT OF OUR LIABILITY, WILL BE THE MINIMUM PERMITTED BY LAW.

IN NO EVENT SHALL USEF BE LIABLE FOR ANY BREACH IN TRANSACTION SECURITY CAUSED BY A THIRD PARTY ARISING OUT OF OR RELATING TO ANY PURCHASE OR ATTEMPT TO PURCHASE MERCHANDISE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, WRITTEN NOTICE OF ANY CLAIM OR DISPUTE MUST BE PROVIDED TO USEF WITHIN ONE YEAR OF ITS ACCRUAL OR IT IS FOREVER WAIVED AND TIME BARRED.

THIS LIMITATION OF LIABILITY SECTION SHALL SURVIVE TERMINATION OF THESE TERMS OF USE.

XVI. TERMINATION

Unless otherwise specified, these Terms are effective until terminated by either party. Your access to any of the Services may be terminated at any time and for any reason without prior notice. This includes instances such as violations of these Terms, termination of our agreements with service providers, or discontinuation of the products or services.

Upon such termination, you must cease use of the Website and destroy all materials obtained from such Website and all copies thereof, whether made under the terms of these Terms or otherwise. You may terminate at any time by discontinuing use of the Website, deleting your account, and discontinuing use of the Services. Upon such termination, you must destroy all materials obtained from the Website and all related documentation and all copies and installations thereof, whether made under the terms of this Terms or otherwise. The obligations and liabilities incurred prior to the termination date shall survive the termination of these Terms for all purposes.

You agree that upon termination of your access to or use of the Services under this Agreement, you will not attempt to access or use the Services under any name, real or assumed. Furthermore, you agree to indemnify and hold harmless the Federation from any liability incurred as a result of any violation of this restriction following termination.

Certain provisions of these Terms, including those pertaining to App security, prohibited activities, copyrights, trademarks, user Submissions, disclaimers, liability limitations, arbitration, dispute resolution, indemnity, and jurisdictional matters, will remain in effect even after termination. Subject to the terms of the Privacy Policy

and any legal obligations, we are not obligated to return or provide you or any third party with any Submissions, Content, information provided by you or your Service Providers, or any other information related to you, whether before or after termination of your use of the Services.

XVII. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

We respond to notices of alleged copyright infringement under the United States Digital Millennium Copyright Act (DMCA). If you believe that content or material on our Services is unlawfully infringing a copyright owned by you, and wish to have the allegedly infringing material(s) removed or access to it blocked, you must provide notice to our Copyright Agent at:

United States Equestrian Federation, Inc.
Attention: Sonja Keating, COO & General Counsel
4001 Wing Commander Way
Lexington, KY 40511

Please ensure that your notice includes: (i) identification of the copyrighted work(s) claimed to have been infringed; (ii) identification of the supposedly infringing material that is to be removed; (iii) information reasonably sufficient to permit us to locate the material on the Services; (iv) your address, telephone number, or email address; (v) a statement that you have a good faith belief that use of the material is in fact infringing and/or not authorized by the copyright owner, its agent, or the law; (vi) a statement that, under penalty of perjury, the information in the notification is accurate and where relevant you are authorized to act on behalf of the copyright owner; and (vii) your physical or electronic signature.

A provider of content subject to a claim of infringement may make a counter notification. To file a counter-notification with us, please provide our Copyright Agent a notice containing the following: (i) identification of the supposedly infringing material that is to be removed; (ii) a statement that, under penalty of perjury, you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; (iii) your name, address, and telephone number, and a statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your postal address is located, and that you will accept service of process from the party who submitted the infringement notification or his, her, or its principal or agent; and (iv) the signature, physical or electronic, of you or a person authorized to act on your behalf.

We will promptly provide the party that provided the notice of claimed infringement with a copy of the counter-notification, and inform the complaining party that We will restore the removed or disabled content within fourteen (14) business days. If we do not receive notice that a lawsuit has been filed within fourteen (14) business days after we provide notice of the counter-notification, we will restore the removed or disabled materials. Until that time, the materials will remain removed or disabled. Before filing a copyright notification with us, make a careful determination as to whether or not the use of the material at issue is or may be protected by the "fair use" doctrine. You could potentially be held liable for costs and attorneys' fees should you file a takedown notice where there is no infringing use. If you are unsure whether there is infringement, it may be advisable to seek legal counsel.

It is the Federation's policy, in appropriate circumstances, to terminate the accounts of users who are repeat infringers or are repeatedly charged with infringement.

XVIII. MUTUAL DISPUTE RESOLUTION USING BINDING ARBITRATION (“ARBITRATION AGREEMENT”)

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES BETWEEN YOU AND THE FEDERATION THROUGH INDIVIDUAL ARBITRATION. ARBITRATION IS MORE INFORMAL THAN A LAWSUIT IN COURT, USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, AND DISCOVERY IS MORE LIMITED. ARBITRATION IS FINAL AND BINDING AND SUBJECT TO ONLY VERY LIMITED REVIEW BY A COURT. THIS SECTION ALSO CONTAINS A JURY TRIAL WAIVER AND A WAIVER OF ANY AND ALL RIGHTS TO PROCEED IN A CLASS, COLLECTIVE, PRIVATE ATTORNEY GENERAL OR REPRESENTATIVE ACTION IN ARBITRATION OR LITIGATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

You acknowledge and agree that any violation of these Terms relating to the disclosure, use, copying, distribution, display, or publishing of the information and/or content on the Services may result in irreparable injury and damage to the Federation that may not be adequately compensable in money damages, and for which the Federation will have no adequate remedy at law. You, therefore, consent and agree that the Federation may obtain injunctions, orders, or other equitable relief as may be reasonably necessary to ensure compliance with these Terms. You waive any requirement of the posting of a bond that may apply for issuance of any injunctions, orders, or other equitable relief.

This Dispute Resolution section will survive termination of these Terms.

Arbitration Agreement

- **Binding Arbitration.** This provision is intended to be interpreted broadly. Any dispute or claim arising out of or relating to these Terms, your use of the Services, the Privacy Policy, or your relationship with the Federation or any past, present, or future claims, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory (“Dispute”), will be resolved through binding individual arbitration, except that either you or the Federation may take a Dispute to small claims court so long as it is not removed or appealed to a court of general jurisdiction. Any disagreement as to whether a Dispute is within the jurisdictional limits of small claims court is for a court to decide and any arbitration shall be stayed. Dispute shall include, but not be limited to: (i) any dispute or claim that arose before the existence of these or any prior Terms (including, but not limited to, claims relating to advertising); (ii) any dispute or claim that is currently the subject of purported class action litigation in which you are not a member of a certified class; and (iii) any dispute or claim that may arise after termination of these Terms. Dispute, however, does not include disagreements or claims concerning patents, copyrights, trademarks, and trade secrets, and claims of piracy or unauthorized use of intellectual property. The arbitrator shall decide all issues except the following (which are for a court of competent jurisdiction to decide): (i) issues that are reserved for a court in these Terms; (ii) issues that relate to the scope, validity, and enforceability of the arbitration agreement, class action waiver, or any of the provisions of this Dispute Resolution section; and (iii) issues that relate to the arbitrability of any Dispute. These Terms and this arbitration agreement do not prevent you from bringing a Dispute to the attention of any government agency. You or the Federation may seek any interim or preliminary relief from a court of competent jurisdiction necessary to protect rights or property pending the completion of arbitration. You and the Federation agree that these Terms evidence a transaction in interstate commerce and that this arbitration agreement will be interpreted and enforced in accordance with the Federal Arbitration Act at 9 U.S.C. Section 1, et seq and federal arbitration law, not state arbitration law.
- **Mandatory Informal Dispute Resolution Process.** You and the Federation agree to work together in an effort to informally resolve any Dispute between the parties. The party initiating the Dispute must send the other a written notice of the Dispute that includes all of this information: (i) information sufficient to identify any transaction or activity at issue; (ii) contact information (including name, address, telephone number, and email address); and (iii) a detailed description of the nature and basis of the Dispute (including the date of any transaction or activity at issue)

and the relief sought, including a calculation for it. The notice must be personally signed by the party initiating the Dispute (and their counsel, if represented). If you have the Dispute with the Federation, you must send this notice via email to generalcounsel@usef.org. If the Federation has a Dispute with you, it will send this notice to the most recent contact information it has for you. For a period of 60 days from receipt of a completed notice (which can be extended by agreement of the parties), you and the Federation agree to negotiate in good faith in an effort to informally resolve the Dispute. The party receiving the notice may request a telephone settlement conference to aid in the resolution of the Dispute. If such a conference is requested, you, along with our representative will personally attend (with counsel, if represented). The conference will be scheduled for a mutually convenient time, which may be outside of the 60-day period. Completion of this Mandatory Informal Dispute Resolution Process ("Process") is a condition precedent to initiating a claim in arbitration. If the sufficiency of a notice or compliance with this Process is at issue, such issue may be raised with and decided by a court of competent jurisdiction at either party's election, and any arbitration shall be stayed. The court shall have the authority to enforce this condition precedent to arbitration, which includes the power to enjoin the filing or prosecution of arbitrations. Nothing in this paragraph limits the right of a party to seek damages for non-compliance with this Process in arbitration. All applicable limitations periods (including statutes of limitations) will be tolled from the date of receipt of a completed notice through the conclusion of this Process. You or the Federation may commence arbitration if the Dispute is not resolved through this Process.

- Arbitration Procedures.** The arbitration shall be administered by the arbitral organization designated by the USOPC in accordance with procedures and deadlines established by the same. The arbitration will be heard by a single, neutral arbitrator. Except as modified by these Terms, the arbitrator shall be administered in accordance with their rules applicable to the nature of the Dispute, and shall be governed by the Federal Arbitration Act ("FAA"), as applicable. The FAA and fee information are available by contacting the designated arbitral organization. If the designated arbitral organization is unable or unwilling to administer the arbitration consistent with these Terms, the parties shall agree on an alternate administrator that will do so. If the parties cannot agree, they shall petition a court of competent jurisdiction to appoint an alternate administrator that will do so. The party seeking to initiate arbitration must provide the other party with the demand for arbitration as specified in the FAA and this arbitration agreement. You may obtain a form to initiate arbitration by contacting the designated arbitral organization. If you are initiating arbitration, you shall serve the demand on the Federation via email at generalcounsel@usef.org. If the Federation is initiating arbitration, it shall serve the arbitration demand at the most recent contact information it has on file for you. An arbitration demand must be accompanied by a certification of compliance with the Process and be personally signed by the party initiating arbitration (and counsel, if represented). By submitting an arbitration demand, the party and counsel represent that, as in court, that they are complying with the requirements of Federal Rule of Civil Procedure 11(b). The arbitrator is authorized to impose any sanctions available under Federal Rule of Civil Procedure 11 on represented parties and their counsel. You may choose to have the arbitration conducted by a phone, video, or in-person hearing, or through written submissions, except any Dispute seeking \$25,000 or more, or injunctive relief, shall have an in-person or video hearing unless the parties agree otherwise. You and the Federation reserve the right to request a hearing in any matter from the arbitrator. You along with the Federation's representative will personally appear at any hearing (with counsel, if represented). Any in-person hearing will be held in the county or parish in which you reside or at another mutually agreed location. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the fullest extent permitted by applicable law, you and the Federation agree that each may bring claims against the other only in your or our individual capacity and not as a plaintiff or class member in any purported class, collective, consolidated, private attorney general, or representative proceeding. Further, unless both you and the Federation agree otherwise, an arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of class, collective, consolidated, private attorney general, or representative proceeding.

An arbitrator will apply these Terms as a court would. If, after exhaustion of all appeals, any of these prohibitions on non-individualized injunctive or declaratory relief and class, collective, consolidated, private attorney general, or representative proceedings are found to be unenforceable with respect to a particular claim or request for relief (such as a request for public injunctive relief), then such a claim or request for relief will be decided by a court of competent jurisdiction, after all other claims and requests for relief are arbitrated. The arbitrator shall issue a reasoned written decision sufficient to explain essential findings and conclusions. The arbitrator shall apply the cost-shifting provisions of Federal Rule of Civil Procedure 68 after entry of an award. Judgment on any arbitration award may be entered in any court of competent jurisdiction, except an award that has been satisfied may not be entered. An award shall have no preclusive effect in any other arbitration or proceeding in which you are not a named party.

- **Costs of Arbitration.** Payment of arbitration fees will be governed by the FAA and fee schedule. You and the Federation agree that the parties have a shared interest in reducing the costs and increasing the efficiencies associated with arbitration. You and the Federation therefore agree that the parties (and counsel, if represented) will work together in good faith to ensure that arbitration remains cost-effective for all parties.
- **Additional Procedures for Mass Filings.** You and the Federation agree that these Additional Procedures for Mass Filings (in addition to the other provisions of this arbitration agreement) shall apply if you choose to participate in a Mass Filing. If 25 or more similar Disputes (including yours) are asserted against the Federation by the same or coordinated counsel or are otherwise coordinated ("Mass Filing"), you understand and agree that the resolution of your Dispute might be delayed and ultimately proceed in court. The parties agree that as part of these procedures, their counsel shall meet and confer in good faith in an effort to resolve the Disputes, streamline procedures, address the exchange of information, modify the number of Disputes to be adjudicated, and conserve the parties' and arbitral organization's resources. If your claim is part of a Mass Filing, any applicable limitations periods (including statutes of limitations) shall be tolled for your Dispute from the time that your Dispute is first submitted to the arbitral organization until your Dispute is selected to proceed as part of a staged process or is settled, withdrawn, otherwise resolved, or opted out of arbitration pursuant to this provision.
 - **STAGE ONE:** If at least 50 Disputes are submitted as part of the Mass Filing, counsel for the claimants and counsel for the Federation shall each select 25 Disputes to be filed and to proceed as cases in individual arbitrations as part of this initial staged process. The number of Disputes to be selected to proceed in Stage One can be increased by agreement of counsel for the parties (and if there are fewer than 50 Disputes, all shall proceed individually in Stage One). Each of the 50 (or fewer) cases shall be assigned to a different arbitrator and proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage One. The remaining Disputes shall not be filed or deemed filed in arbitration in connection with those claims. After this initial set of proceedings, counsel for the parties shall participate in a global mediation session with a retired federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stage One), and we shall pay the mediator's fee.
 - **STAGE TWO:** If the remaining Disputes have not been resolved at the conclusion of Stage One, counsel for the claimants and counsel for the Federation shall each select 50 Disputes per side to be filed and to proceed as cases in individual arbitrations as part of a second staged process. The number of Disputes to be selected to proceed as part of this second staged process can be changed by agreement of counsel for the parties (and if there are fewer than 100 Disputes, all shall proceed individually in Stage Two). No more than three cases may be assigned to a single arbitrator to proceed individually. If a case is withdrawn before the issuance of an arbitration award, another claim shall be selected to proceed as part of Stage Two. The remaining Disputes shall not be filed or deemed filed in arbitration. After this second set of staged proceedings, the parties shall engage in

a global mediation session of all remaining Disputes with a retired federal or state court judge jointly selected by counsel in an effort to resolve the remaining Disputes (as informed by the adjudications of cases in Stages One and Two), and we shall pay the mediator's fee.

- Upon the completion of the mediation set forth in Stage Two, each remaining Dispute (if any) that is not settled or not withdrawn shall be immediately opted out of arbitration and may proceed in a court of competent jurisdiction consistent with the remainder of the Terms of Use. Notwithstanding the foregoing, counsel for the parties may mutually agree in writing to proceed with the adjudication of some or all of the remaining Disputes in individual arbitrations consistent with the process set forth in Stage Two (except Disputes shall be randomly selected and mediation shall be elective by agreement of counsel) or through another mutually-agreeable process. A court of competent jurisdiction shall have the authority to enforce the Additional Procedures for Mass Filings, including the power to enjoin the filing or prosecution of arbitrations.
- You and the Federation agree that the parties each value the integrity and efficiency of arbitration and wish to employ the process for the fair resolution of genuine and sincere disputes between us. You and the Federation acknowledge and agree to act in good faith to ensure the processes set forth herein are followed. The parties further agree that application of these Additional Procedures for Mass Filings has been reasonably designed to result in an efficient and fair adjudication of Disputes.
- The Additional Procedures for Mass Filings provision and each of its requirements are essential parts of this arbitration agreement. If, after exhaustion of all appeals, a court of competent jurisdiction decides that the Additional Procedures for Multiple Case Filings apply to your Dispute and are not enforceable, then your Dispute shall not proceed in arbitration and shall only proceed in a court of competent jurisdiction consistent with the remainder of the Terms of Use.
- **Future Changes to Arbitration Agreement.** If the Federation makes any future changes to this arbitration agreement (other than a change to our contact information), you may reject any such change by sending your personally signed, written notice to: generalcounsel@usef.org within 30 days of the change. Such written notice does not constitute an opt out of arbitration altogether. By rejecting any future change, you are agreeing that you will arbitrate any Dispute between you and the Federation in accordance with this version of the arbitration agreement.

Class Action Waiver and Jury Trial Waiver

YOU AND THE FEDERATION EACH AGREE THAT ANY PROCEEDING, WHETHER IN ARBITRATION OR IN COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, COLLECTIVE, CONSOLIDATED, PRIVATE ATTORNEY GENERAL, OR REPRESENTATIVE ACTION. YOU AND THE FEDERATION AGREE TO WAIVE ANY RIGHT TO BRING OR TO PARTICIPATE IN SUCH AN ACTION IN ARBITRATION OR IN COURT TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, YOU AND THE FEDERATION RETAIN THE RIGHT TO PARTICIPATE IN A CLASS-WIDE SETTLEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE FEDERATION WAIVE THE RIGHT TO A JURY TRIAL. THIS CLASS ACTION AND JURY TRIAL WAIVER WILL SURVIVE ANY TERMINATION OF THESE TERMS.

Governing Law and Jurisdiction

The validity, interpretation, construction, and execution of these Terms and your use of the Services shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflict of law rules. By using the Services, you waive any claims that may arise under the laws of other states, countries, territories, or jurisdictions. If any claim is determined not to be subject to arbitration, the exclusive jurisdiction and venue for proceedings concerning such claim, as well as for any action challenging the enforceability of these Terms in whole or in part, shall be the federal or state courts of

competent jurisdiction sitting within New York County, New York (the "Forum") and the parties hereby waive any argument that the Forum or any court within it does not have personal jurisdiction and any argument that the Forum is not appropriate or convenient. This Governing Law and Jurisdiction section will survive any termination of these Terms.

Notice to California Consumers

Under California Civil Code Section 1789.3, California users of the Services are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.

XIX. ADDITIONAL TERMS FROM PLATFORM PROVIDERS, INCLUDING BUT NOT LIMITED TO APPLE AND GOOGLE PLAY

These Terms incorporate and are subject to the additional terms required by the platforms through which the application is distributed, including but not limited to the Apple App Store and Google Play. Specifically, you acknowledge and agree that:

- (vi) These Terms are concluded solely between you and us, and not with Apple Inc. or Google LLC (collectively, the "Platform Providers");
- (vii) We, not the Platform Providers, are solely responsible for the application and its content, as well as for addressing any claims by you or any third party relating to the application or your possession and/or use of the application, including but not limited to:
 - a. product liability claims;
 - b. any claim that the application fails to conform to any applicable legal or regulatory requirement; and
 - c. claims arising under consumer protection, privacy, or similar legislation;
- (viii) The Platform Providers have no obligation whatsoever to furnish any maintenance and support services with respect to the application;
- (ix) To the extent any warranty exists under law that cannot be disclaimed, the Federation, not the Platform Provider, shall be solely responsible for such warranty;
- (x) To the extent the Federation is required to provide indemnification by applicable law, the Federation, not the Platform Providers, shall be solely responsible for the investigation, defense, settlement and discharge of any claim that the App or your use of it infringes any third party intellectual property right;
- (xi) You represent and warrant that 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 that you are not listed on any U.S. Government list of prohibited or restricted parties; and
- (xii) You acknowledge and agree that the Platform Providers and their subsidiaries are third-party beneficiaries of these Terms, and that upon your acceptance of the terms and conditions of this Agreement, the Platform Providers will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

XX. MISCELLANEOUS

Unless otherwise specified, these Terms constitute the entire agreement between the parties, and supersede all prior and contemporaneous written or oral agreements, proposals or communications with respect to the subject matter herein between you and us. The section headings in these Terms are for convenience only and must not be given any legal import. If any provision of these Terms is held by a court of competent jurisdiction to be unlawful, void, invalid or unenforceable, the remaining provisions shall remain in full force and effect. The Federation's failure to enforce any provisions of these Terms or respond to a breach by you or

another user shall not serve to waive our right to enforce subsequently any terms or conditions of these Terms or to act with respect to similar breaches.

XXI. CONTACT US

If you have any questions regarding this Privacy Notice, please contact us:

By e-mail: CIO@usef.org

By mail: 4001 Wing Commander Way, Lexington, KY 40511

Last modified on November 12, 2025