

TERMS OF USE AGREEMENT

PLEASE READ THIS TERMS OF USE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE USING THIS WEB SITE. 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 web sites operated by USA Gymnastics (referred to as, "we," "us," or "our" herein) at www.usagym.org (collectively referred to as the "Site"). You should be aware that USA Gymnastics 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. USA Gymnastics 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.

SCOPE OF USE

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

USA Gymnastics may, from time to time, offer Site users the opportunity to download certain material from the Site (*e.g.*, USA Gymnastics policy documents). 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.

The Site is controlled and operated by USA Gymnastics from within the United States of America. Unless otherwise specified, the materials contained in the Site are presented solely for the use of users located in the United States of America and its territories and possessions, excluding Puerto Rico, American Samoa, Guam and the Virgin Islands. Those who choose to access the Site from other jurisdictions do so at their own initiative and are solely responsible for compliance with applicable laws, rules and regulations.

All software contained in the Site is subject to United States export controls. No software from the Site may be downloaded or otherwise exported or re-exported: (a) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country to which the U.S. has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using any software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

COPYRIGHTS

The Site is protected by U.S. copyright laws and international treaties. With the exception of those materials that are in the public domain and any User Content (defined below) posted on the Site, all materials

contained in the Site are the copyrighted property of USA Gymnastics or its third-party licensors. Except for your personal, informational, non-commercial use as authorized above, no part of any text, graphics, animation, photographs, audio-visual elements, software or any other materials contained in the Site may be used, modified, copied, reproduced, republished, uploaded, posted, transmitted, transferred, distributed, downloaded or stored in a retrieval system without the express written permission of the USA Gymnastics. The creation of derivative works based on any materials contained in the Site including, but not limited to, products, services, fonts, icons, link buttons, wallpaper, desktop themes, on-line postcards and greeting cards and unlicensed merchandise (whether sold, bartered or given away) is expressly prohibited.

TRADEMARKS

“USA Gymnastics Marks” means service marks, words, symbols, terms, logos, emblems, designs, designations, trade dress, and all other trademarks used by the USA Gymnastics in connection with its goods and services. All USA Gymnastics’ Marks are the exclusive property of USA Gymnastics. This Agreement does not authorize you to use any USA Gymnastics Mark. Any such use is expressly prohibited. Unauthorized use of any USA Gymnastics 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 USA Gymnastics and its members. While this information is believed to be accurate as of the date it was prepared, USA Gymnastics and its member organizations disclaim any duty or obligation to update such information.

LINKS TO THIRD PARTY WEB SITES

The Site includes links to web sites owned by third parties solely as a convenience to our users. The terms and conditions of this Agreement do not apply to any such linked web sites. Further, USA Gymnastics does not endorse any such linked web sites, or the information, materials, products or services that are contained in or accessible through such linked web sites. USA GYMNASTICS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION, MATERIALS, PRODUCTS AND SERVICES THAT ARE CONTAINED IN OR ACCESSIBLE THROUGH SUCH LINKED WEB SITES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

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

USER CONTENT; GRANT OF LICENSE

The Site may enable you to post content, submit e-mails or otherwise provide content to USA Gymnastics 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. USA Gymnastics 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 USA Gymnastics be liable for any User Content.

By submitting User Content, you automatically grant USA Gymnastics and its member organizations a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, display, publish, perform, adapt, modify, create derivative works of, and distribute the User Content in any form, anywhere, and for any purpose. You represent and warrant that you own or otherwise control all rights, including but not limited to copyrights, in and to any such User Content, that all moral rights in and to any such User Content have been waived, and that the use of such User Content as permitted hereunder does not infringe or violate the rights of any third party.

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 webmaster@usagym.org.

UNSOLICITED CREATIVE SUBMISSIONS

USA Gymnastics is pleased to hear from its loyal fans and welcomes User Content regarding USA Gymnastics and its products and services. However, the terms and conditions set forth above with respect to User Content that you intend to be publicly displayed on or transmitted through the Site do not apply to any creative materials, suggestions, ideas, notes, artwork, concepts or other information that you may wish to provide to USA Gymnastics for its internal consideration (collectively, "Creative Submissions"). USA Gymnastics' does not accept or consider any Creative Submissions other than those that we have specifically solicited. We hope that you understand that the purpose of this policy is to avoid the possibility of future misunderstandings when projects developed by USA Gymnastics might seem to others to be similar to their own creative works. Accordingly, we ask that you do not send us any Creative Submissions.

If, despite our request that you not do so, you submit Creative Submissions to USA Gymnastics, you acknowledge and agree that you hereby automatically transfer your entire right, title and interest in and to such unsolicited Creative Submissions, including copyrights and all other intellectual property rights, to USA Gymnastics. You expressly waive all moral rights in all unsolicited Creative Submission that you submit to USA Gymnastics. You acknowledge and agree that any unsolicited Creative Submissions that you submit to USA Gymnastics will be subject to any obligation of confidentiality on the part of USA Gymnastics, and that USA Gymnastics will have the right to freely disclose and use all such unsolicited Creative Submissions for any purpose whatsoever, commercial or otherwise, without obligation to compensate you. You hereby waive any and all claims against USA Gymnastics with respect to all such unsolicited Creative Submissions,

including but not limited to: claims of unfair competition, copyright infringement, trademark infringement, breach of implied contract and/or breach of confidentiality. You agree to execute such other instruments as may be necessary to effectuate the intent of this paragraph.

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. USA GYMNASTICS 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 USA GYMNASTICS 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 USA GYMNASTICS 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, USA GYMNSATICS' LIABILITY IN SUCH JURISDICTION SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless USA Gymnastics, its member organizations, and their 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 USA Gymnastics 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. USA Gymnastics 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 Indiana, 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 Indiana, 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, USA Gymnastics will be entitled to seek immediate equitable relief, including injunctive relief, as appropriate. USA Gymnastics will be entitled to the relief described in this paragraph without the requirement of posting a bond. If USA Gymnastics 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 is 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 USA Gymnastics is required hereunder, such consent or approval may be given or withheld by USA Gymnastics 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: webmaster@usagym.org
- send a letter to us at:

USA Gymnastics
132 East Washington St.
Suite 700
Indianapolis, IN 46204
Attention, Executive Office

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), you agree that notifications of claimed copyright infringement shall be sent to USA Gymnastics' Designated Agent as specified below.

Notification must be submitted to the following Designated Agent:

USA Gymnastics
132 East Washington St.
Suite 700
Indianapolis, IN 46204
Attention, Executive Office

To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material;
4. Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and
6. A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

This Terms of Use Agreement was last updated December 18, 2013