



Terms of Service

Last updated: April 26, 2023

These are the online Terms of Service (“Terms”) for the Archery Trade Association, Inc. (“ATA,” “we,” “us,” or “our”), a not-for-profit 501(c)(6) corporation. These Terms apply to your use of our websites, My ATA online account, booth selection software, mobile applications, and all other digital and online services provided by the ATA, (collectively, the “Services”). They do not apply to third party websites, applications, or services (including our affiliates’).

PLEASE READ THESE TERMS OF SERVICE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, OBLIGATIONS, AND AVAILABLE REMEDIES RESULTING FROM YOUR USE OF THE SERVICES. THIS AGREEMENT CONTAINS A BINDING [ARBITRATION AGREEMENT](#) WHICH LIMITS YOUR RIGHTS TO BRING AN ACTION IN COURT, BRING A CLASS ACTION, AND HAVE DISPUTES DECIDED BY A JUDGE OR JURY, AS WELL AS PROVISIONS THAT LIMIT OUR LIABILITY TO YOU.

1. Your Acceptance of the Terms

Please be aware that these Terms constitute a binding legal agreement between you and ATA outlining your legal rights, obligations, and remedies arising from your use of the Services. You agree you are responsible for your use of the Services and any consequences resulting from your use of the Services. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. If you do not agree to these Terms, you may not use the Services.

You may use the Services only if you can form a binding contract with ATA and are not a person barred from receiving services under the laws of the United States or other applicable jurisdictions. By accessing or using the Services, you (the “User”) represent and warrant that you have the right, authority, and capacity to enter into this Agreement, you will abide by these Terms, and that you have read, understand, and agree to be bound by these Terms, and by the terms of ATA’s bylaws located at <http://archerytrade.org/about-ata/bylaws-and-conduct/>. These Terms apply to anyone who accesses or uses the Services, whether or not you have registered for an account with ATA.

The Services are always evolving, and the form and nature of the Services may change from time to time without prior notice to you. In addition, ATA may permanently or temporarily stop providing the Services, or features of the Services, and may not provide you with prior notice.

PLEASE READ THESE TERMS OF SERVICE CAREFULLY BEFORE ACCESSING OR USING THE SERVICES. BY ACCESSING OR USING THE SERVICES, YOU AGREE YOU ARE BOUND BY THESE TERMS OF SERVICE IN THEIR ENTIRETY AND THAT SUCH USE IS LEGALLY SUFFICIENT CONSIDERATION UNDER THESE TERMS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS INCLUDED WITHIN THESE TERMS, THEN YOU MAY NOT ACCESS OR USE THE SERVICES.

2. Privacy

ATA knows you care about your privacy. Any information you or other users provide to ATA or which we collect about you or others is subject to our Privacy Policy. To learn more about how ATA collects, uses, shares, and secures your information, please review ATA’s Privacy Policy at <https://archerytrade.org/wp-content/uploads/2023/04/ATA-Privacy-Policy-Updated-April-2023.pdf> .

3. Eligibility To Use The Services

The Services are intended for legal use by adults only and are not directed to children under the age of 16. You may not use the Services in any manner if you are under the age of 18 and any registration by anyone under 16 is void. By accessing or using the Services and thereby agreeing to these Terms, you represent and warrant to us: (1) that

you are at least 16 years of age; (2) that you have not previously been suspended or removed from the Services; and (3) that your use of the Services are in compliance with any and all applicable laws and regulations.

4. Your Representations & Warranties to ATA

By using the Services, you represent, warrant, and agree:

1. You will only use the Services for lawful purposes, and you will not use the Services for sending, storing, or distributing any unlawful material or for fraudulent purposes;
2. You will not use the Services to cause nuisance, annoyance or inconvenience;
3. You will not impair the proper operation of the Services or any network which is used to support or access the Services;
4. You will not try to harm the Services in any way whatsoever;
5. You will not copy, or distribute the Services or other content without written permission from ATA;
6. You will only use the Services for your own use and will not resell any aspect of the Services to a third party;
7. You will keep secure and confidential your account password or any identification we may provide you which allows access to the Services; and
8. You will provide us with whatever proof of identity we may reasonably request.

5. Accounts & Registration

Registering for a Services Account: To use or access certain Services or features of the Services, you may be asked to register for a user account (a “**Services Account**”) and become a registered user of the Services (a “**Registered User**”). By becoming a Registered User, you agree to (1) provide accurate, current, and complete information about yourself and/or the Registered User during the registration process; (2) maintain and promptly update such information to keep it accurate, current, and complete; (3) maintain the security of your password and login information, and that you will not disclose your password or login information to any third party; (4) accept full responsibility for all use of any Services Account you register, and for any actions that arise from or take place using your Services Account, whether or not you have authorized such actions or use; and (5) immediately notify ATA of any unauthorized use of your Services Account. Failure to abide by these Terms constitutes a breach of these Terms, which may result in immediate termination of your Services Account. In addition, by becoming a Registered User you acknowledge that you have read, understand, and agree to be bound by ATA Membership Terms and Conditions, located at <http://archerytrade.org/membership/terms-and-condition/>.

Your Services Account Information: You may not select or use a Services Account name, handle, or login that: (1) is comprised of or includes the name of another person with the intent to impersonate that person; (2) is subject to any rights of a person other than you without appropriate authorization; (3) suggests a false association between you and ATA; or (4) that, in ATA’s sole discretion, is offensive, vulgar, or obscene. ATA reserves the right to refuse registration of a Services Account, or cancel any account name, in its sole discretion.

ATA’s Termination of Access to the Services: ATA maintains the right to suspend or disable your access to the Services and any Services Account you may have created, or terminate these Terms, at its sole discretion and without prior notice to you if you breach the Terms, or if ATA otherwise determines such action is warranted. ATA reserves the right to revoke your access to and use of the Services at any time, with or without cause, whether or not you have established a Services Account or are a Registered User.

Your Cancellation of Your Services Account or Use of the Services: You may cancel your Services Account or your access to the Services at any time by contacting ATA using the information below. Upon cancellation of your Services Account, ATA may: (1) retain your information and content indefinitely; (2) continue to use your information for research purposes indefinitely; and (3) retain, use, and continue to show information about your use of the Services.

6. User Conduct

As a condition of your use of the Services, you agree not to use the Services: (1) for any illegal purpose; (2) for any purpose that is prohibited by these Terms; or (3) for any other purpose not reasonably intended by ATA as typical or expected use of the Services consistent with the purposes for which the Services as created. You specifically agree you will not do any of the following:

1. Use the Services for or in connection with any illegal purpose, including any violation of any applicable local, state, national, or international law, or rule or regulation having the force of law;
2. Abuse, harass, threaten, impersonate, or intimidate others;
3. Post, upload, or otherwise distribute or post links to any content that is unlawful, defamatory, libelous, inaccurate, or that you do not have all necessary rights to transmit, or that ATA or a reasonable person could deem to be objectionable, profane, indecent, pornographic, harassing, threatening, embarrassing, hateful, or otherwise inappropriate as determined by ATA in its sole discretion;
4. Post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain any password or other confidential information, or private information from any Services User;
5. Create or submit unwanted email ("Spam") to any other person or any URL;
6. Submit content linking or otherwise directing others to affiliate programs, multi-level marketing schemes, or off-topic content;
7. With the exception of accessing RSS feeds, to use any robot, spider, scraper or other automated means to access the Services for any purpose without our express written permission;
8. Take any action that imposes, or may impose in our sole discretion an unreasonable or disproportionately large load on our infrastructure;
9. Interfere or attempt to interfere with the proper working of the Services or any activities conducted on or through the Services;
10. Bypass any measures we may use to prevent or restrict access to the Services or any part of the Services;
11. Interfere with the operation of the Services or any User's enjoyment of the Services, including without limitation, by: (i) uploading or otherwise disseminating viruses, adware, spyware, worms, or other malicious software or code; (ii) making unsolicited offers, advertisements, or other solicitations, directing spam or other unsolicited communications to other Users, or conducting your own contests or promotions using the Services; (iii) attempting to collect personal information about Users or third parties without their consent; or (iv) interfering with or disrupting any networks, equipment, or servers connected to or used to provide the Services, or violating the regulations, policies, or procedures of such networks, equipment, or servers;
12. Share, sell, or otherwise transfer the access granted to you to the Services, including information regarding your Services login information, or password, or otherwise permit any other person to access the Services using your information, login, or password.
13. Use the Services, related content, or any component thereof, for any unintended commercial purpose, including advertising, offering for sale, or selling any item using the Services;
14. Violate, or encourage others to violate, the rights of third parties, including by infringing or misappropriating third party Intellectual Property or other legal rights;
15. Reproduce, distribute, publicly display or perform, modify, make derivative works of, redistribute, sublicense, rent, publish, sell, assign, lease, market, transfer, or otherwise make the Services, Content, code or program, available to others, in whole or part;
16. Interfere with security features of the Services, including without limitation, by: (i) disabling or circumventing features that prevent or limit use or copying of content, or which violate copyrighted or otherwise legally protected software; or (ii) reverse engineering or otherwise attempting to extract the source code of the Services or any part thereof;
17. Perform any fraudulent activity using or in connection with the Services, including impersonating any person or entity, claiming false affiliations, accessing the accounts or passwords of others without permission, or falsifying your age, date of birth, or contact information; or
18. Attempt to do any of the foregoing in this Section, or assist or permit any persons in engaging in any of the activities described in this Section.

7. Content & Licenses

Content Definitions

There are various types of content involved in providing and operating the Services. Throughout the remainder of these Terms, we will use the term "**Content**" to mean all text, links, graphics, images, photos, music, software, audio, video, information, software, copyrights, trademarks, trade dress, and other materials and intellectual properties comprising or included within the Services. "**ATA Content**" means Content that ATA makes available to

you through the Services, including Content owned by ATA or licensed to ATA from a third party (excluding User Content). **“User Content”** means any Content posted, uploaded, published, submitted, transmitted, or otherwise made available through the Services by a User, whether or not a Registered User, or whether or not a User owns or created the Content, including all copyrights, inventions, and other Intellectual Property rights. **“Collective Content”** collectively refers to all of the Content available through the Services, including ATA Content and User Content.

Content Ownership

All ATA Content is owned by ATA or its third-party licensing partners. Your use of the Services does not grant you any rights to the use or control of any of ATA Content, except those rights expressly granted by these Terms. Any copying, republication, redistribution, or creation of derivative works based upon ATA Content, including by caching, framing or any similar means, without the prior written consent of ATA is strictly prohibited.

The Services and ATA Content are protected by copyright, trademark, and other laws of the United States and foreign countries. Except as expressly provided in these Terms, ATA and its licensors exclusively own all right, title and interest in and to the Services and ATA Content, including all associated Intellectual Property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or ATA Content. ATA or its partners shall retain all worldwide rights in and to all Intellectual Property comprising or included within ATA Content, including, but not limited to all trademarks, graphics, logos, designs, page headers, button icons, scripts, service names, software code, the “look and feel” of the Services, and copyrighted works associated with the Services are common law and/or registered copyrights, trademarks, and/or trade dress of ATA.

You should assume that everything you read or see on the Services are copyrighted or otherwise protected and owned by ATA, or a third party who licensed the right to use such content to ATA. Unless otherwise expressly noted, nothing that you read or see on the Services or other Collective Content, or any of the source code or HTML code that ATA uses to generate the Services may be copied, reproduced, modified, distributed, transmitted, republished, displayed, or performed for commercial use without the prior written consent of ATA or the appropriate Content owner without prior written consent, except as provided in these Terms.

No Collective Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, scraped, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without ATA’s prior written permission, with the exception of your own User Content that you legally post on the Services. Except for your own User Content, you may not upload or republish Collective Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Collective Content is strictly prohibited.

ATA is not the publisher or speaker of User Content, or any other information on the Services provided by third party content providers, and ATA is not liable for any claims related to such information. Any mention in the Services of products or websites provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by ATA. ATA assumes no responsibility for those products or services.

ATA’s License to You

Subject to your compliance with these Terms, ATA grants you, to the extent it is able to do so, a limited, non-exclusive, non-transferable, non-sublicensable license to access, view, download, print, and otherwise use the Services and the Collective Content as intended.

You agree you will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Services or Collective Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise except for the licenses and rights expressly granted in these Terms. Any use of the Services or the Collective Content other than as specifically authorized herein, without the prior written permission of ATA, is strictly prohibited and will immediately terminate the license granted herein. Such unauthorized use may also violate applicable laws including copyright and trademark laws and applicable communications regulations and statutes. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring any license to Intellectual Property rights, whether by estoppel, implication or otherwise. This license is revocable by ATA at any time without notice and with or without cause.

Your License to ATA

Certain features of the Services may permit our Users to post, upload, publish, submit, or transmit User Content

they created, owned, or are authorized to use, to be made available through the Services. By making available User Content through the Services, you hereby grant to ATA and its respective subsidiaries, affiliates, successors, assigns, licensees, resellers, sub-licensees, and other such parties as ATA may designate from time to time, which may include any or all other users of the Services, an irrevocable, worldwide, perpetual, non-exclusive, transferable, sublicensable, royalty-free license, to use, reproduce, access, view, copy, adapt, import, edit, modify, reformat, translate, post, distribute, license, sell, offer to sell, transfer, commercialize, publicly display, publicly perform, transmit, stream, broadcast, create derivative works from, and otherwise utilize such User Content, in whole or in part, for any purpose whatsoever, in any and all media and distribution methods (now known or later developed), including, without limitation, on or within the Services, or for advertising or marketing of the Services, as well as a license to use your name and likeness in marketing materials and in the Services to promote your use of the Services. You agree and acknowledge that this license cannot be terminated and the waiver cannot be revoked without the express written consent of ATA once you have submitted User Content within the Services.

Your grant of this license to ATA to utilize your User Content and any derivative works of the User Content created by using the Services does not displace your ownership of the User Content, or any license or authority you may have from any third parties to utilize the Content you share as User Content. ATA does not claim ownership rights in your User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

You acknowledge and agree that you are solely responsible for all User Content that you make available through the Services. Accordingly, you represent and warrant that: (1) you either are the sole and exclusive owner of all User Content that you make available through the Services, or that you have all rights, licenses, consents, and releases necessary to utilize and share the User Content, and to grant ATA the rights in such User Content contemplated under these Terms; (2) neither the User Content, your posting, uploading, publication, submission, or transmittal of the User Content, or ATA's use of the User Content (or any portion thereof) on, through, or by means of the Services will infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other Intellectual Property rights, or rights of publicity or privacy, or contractual rights or agreements, or result in the violation of any applicable law or regulation; and (3) any persons identified, depicted, or shown in your User Content, in whole or part, if any, (and if a minor, the parent or guardian of the minor) has provided consent to the use of the User Content on and through the Services.

We do not approve, control or endorse your or anyone else's User Content and have no obligation to do so. However, we reserve the right (but assume no obligation) to remove or modify any User Content from the Services at any time, for any reason.

8. Mobile Applications

Our Services may be a mobile or other application that you can download to your phone, tablet, or other device ("Mobile App") via a third-party service such as an application store. Your use of the third-party service may be subject to additional terms related to that service from the service provider ("App Store Provider"). WE ARE NOT LIABLE IN ANY WAY FOR, AND MAKE NO REPRESENTATIONS OR WARRANTIES RELATING TO, ANY SUCH THIRD-PARTY SERVICE OR ANY CLAIM OR DAMAGE RESULTING FROM YOUR USE OF SUCH THIRD-PARTY SERVICE.

You acknowledge that these Terms and your use of a Mobile App is between you and us only, and not with any App Store Provider or its affiliates or subsidiaries. As between us and an App Store Provider, we are solely responsible for the Mobile App and its Content. If anything in these Terms conflicts with any usage rules for the Mobile App from an App Store Provider, such terms from the App Store Provider control (only so far as those terms conflict with these Terms, and then exclusively for your use of the Mobile App). All rights you have to use the Mobile App are for use only on appropriate products (which may require branding from the App Store Provider or other entities) and are non-transferable, except that the Mobile App may be accessed and used by other accounts associated with the you via features like Apple's Family Sharing (or similar features from other App Store Providers) or volume purchasing. We are solely responsible for providing any maintenance and support services for the Mobile App, as specified in these Terms or as required under applicable law. No App Store Provider has any obligation whatsoever to furnish any maintenance and support services for the Mobile App, nor any warranties for the same.

WE DISCLAIM ALL WARRANTIES RELATED TO ANY MOBILE APP. However, in the event that the Mobile App fails to conform to any applicable warranty that we cannot disclaim according to applicable law, you may have the right to notify the App Store Provider, and the App Store Provider may refund the purchase price for the Mobile App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NO APP STORE PROVIDER WILL HAVE ANY OTHER

WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE MOBILE APP, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY IS OUR RESPONSIBILITY.

We, not the App Store Provider, are responsible for addressing any claims relating to the Mobile App, including, but not limited to: (1) product liability claims; (2) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (3) claims arising under consumer protection, privacy, or similar legislation; (4) claims that the Mobile App infringes a third party's intellectual property rights as well as the investigation, defense, settlement and discharge of any such intellectual property infringement claim. By using the Mobile App, you represent and warrant that (i) 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 (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You acknowledge and agree that the App Store Provider, and its subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms and conditions of these Terms and your use of the Mobile App, the App Store Provider 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.

9. Copyright Policy

ATA respects the Intellectual Property of others. It is our policy to respond expeditiously to legitimate claims of copyright and other Intellectual Property infringement. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable Intellectual Property laws. Upon receipt of notices complying or substantially complying with the DMCA, we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for Users of the Services who are infringers. We reserve the right to remove Content alleged to be infringing without prior notice, at our sole discretion, and without liability to you. In appropriate circumstances, ATA will also terminate a User's account if the User is determined to be a repeat infringer.

Notifying ATA of Copyright Infringement

To provide ATA with notice of an infringement, you must provide a written communication to the attention of "ATA: DMCA Notification Department" at privacy@archytrade.org that sets forth the information specified by the DMCA (which may be available at: <http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright.

We must receive the following information from you:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other Intellectual Property interest;
2. A description of the copyrighted work or other Intellectual Property that you claim has been infringed;
3. A detailed description of where the material that you claim is infringing is located or found on the Services;
4. Your name, mailing address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or Intellectual Property owner or authorized to act on the copyright or Intellectual Property owner's behalf.

Providing ATA with Counter-Notification

If we remove or disable access to content in response to an infringement notice, we may make reasonable attempts to contact the owner or administrator of the affected content. If your material has been removed and you feel that your material does not constitute infringement, you may provide us with a counter notification by written communication to the attention of "ATA: DMCA Counter Notification Department" at privacy@archytrade.org that sets forth the following information:

1. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access was disabled;
2. Your name, mailing address, telephone number and email address;
3. The following statement: "I consent to the jurisdiction of [insert one of the following: (1) "the Federal District

- Court in which my mailing address is located.”
4. The following statement: “I will accept service of process from [insert the name of the person who submitted the infringement notification] or his/her agent”;
 5. The following statement: “I swear, under penalty of perjury, that I have a good faith belief that the affected material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled”; and
 6. Your signature, in physical or electronic form.

Please note that you may be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommended seeking advice of an attorney.

10. Intellectual Property

ATA and its licensors and partners own all rights, titles, and interests in and to the Services, and all related Intellectual Property rights, including all registered and unregistered trademarks, trade dress, graphics, logos, designs, page headers, button icons, scripts, service names, software code, inventions, copyrights, and copyrightable works, and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any other party relating to the Services, excluding User Content (collectively, the “ATA IP”). ATA IP may not be used in connection with any product or service in any manner that is likely to cause confusion or otherwise violate the rights granted to us in ATA IP, including use of any ATA IP as part of third-party trademarks, trade dress, and/or as part of domain names, email addresses, account names or handles, or other digital properties.

These Terms are not a sale and do not convey to you any rights of ownership in or related to the Services, or any Intellectual Property rights owned by ATA. ATA name, ATA logos and designs, and the product and service names associated with the Services are trademarks of ATA or its affiliated third parties, and no right or license is granted to you by this Agreement to use ATA IP for purposes not directly related to your use of the Services.

11. Linking & Framing

ATA grants you a limited, revocable, and non-exclusive right to create a hyperlink to the web pages of the Services, so long as the links do not portray ATA or its products or services falsely or misleadingly. You may not use any of ATA’s logo or other proprietary graphics or trademarks as part of the link without express permission. “Framing” or “mirroring” the Services or any of its content is prohibited without the prior written consent of ATA.

The Services may contain links to third-party websites or resources, such as YouTube, Twitter, and Facebook. You acknowledge and agree that ATA is not responsible or liable for: (i) the availability or accuracy of such third-party websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such third-party websites or resources do not imply any endorsement by ATA of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such third-party websites or resources. You further acknowledge and agree that ATA 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 content, goods or services available on or through any such third-party website or resource.

12. Consent to Communications

When you use the Services or send communications to us through the Services, you are communicating with us electronically. You consent to receive from ATA all communications, including notices, agreements, legally required disclosures or other information in connection with the Services (collectively, “Notices”) electronically. ATA may provide such Notices by posting them on or within the Services, by electronic mail to your email address on record in ATA’s account information, or by written communication sent by first class mail or pre-paid post to your address on record. Please note that by providing us with your email address, postal address or phone number, you are agreeing that we or our agents may contact you at that address or number in a manner consistent with our Privacy Policy located at <https://archerytrade.org/wp-content/uploads/2023/04/ATA-Privacy-Policy-Updated-April-2023.pdf>

13. Termination

The Services and these Terms are in effect until terminated by you or us. We may terminate these Terms by notifying you using any contact information we have about you or by posting such termination on the Services, including in your Services Account. You may terminate these Terms by providing written notice of termination, including your detailed contact information and any Services Account information, to us using the information in [Section 24 \(Contact the Archery Trade Association\)](#) below.

ATA may change, suspend or discontinue the Services for any reason, at any time, including the availability of any Services, features, or Content, without notice to you. ATA may also impose limits on certain services, features, or Content, or restrict your access to parts or all of the Services with or without notice to you.

ATA may also terminate or suspend your use of or access to the Services at any time, immediately, without notice, and without refund, for any violation of these Terms, in our sole and absolute discretion. Upon such termination or suspension, you must immediately cease accessing or using the Services, and agree not to access, re-download, re-register or otherwise make use of, or attempt to use, the Services.

ATA may also remove or disable access to any Collective Content and suspend or ban your access to the Services or any ATA account at any time for any violation of these Terms, including, but not limited to, upon receipt of claims or allegations from third parties or authorities relating to such content. To report violations of the Terms, please contact ATA using the information below. You are solely responsible for your interactions with other Users of the Services. ATA reserves the right, but has no obligation, to monitor disputes between you and other Users.

You acknowledge that we reserve the right to take action, technical, legal, or otherwise, to block, nullify, or deny your ability to access the Services. You understand that we may exercise this right in our sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies otherwise available to ATA. Continued use of the Services, its components, databases, or documentation, or any part thereof, after termination is a breach of the terms of these Terms and a violation of copyright laws. You acknowledge that we may disable access to, refuse to post, or modify or remove any information or content, in whole or in part, for any reason or no reason at all. All provisions of these Terms, which by their nature should survive termination, shall survive the termination of this Agreement, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

14. Export Control

You agree to comply fully with all U.S. and foreign export laws and regulations to ensure that neither the Services, nor any technical data related thereto, nor any direct product thereof, is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. By using the Services, you represent and warrant that: (1) 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 (2) you are not listed on any U.S. Government list of prohibited or restricted parties.

15. International Use

The Services are controlled and operated by ATA from within the United States. ATA makes no representations that materials contained within the Services are appropriate or available for use in other locations, and access to the Services from locations where such activity is illegal is prohibited. Those who choose to use the Services from other locations do so of their own initiative and are solely responsible for compliance with all applicable laws.

16. Indemnity

You agree you shall indemnify, defend, and hold harmless ATA, its subsidiaries, affiliates, successors or assigns and their respective directors, officers, shareholders, and employees against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or related to (1) your use of and activities related to the Services, (2) violation of any provision of these Terms, (3) User Content or other information you provide to us through the Services, or (4) the infringement by you of any Intellectual Property, or violation of any right of any person or entity by you or any third party using your information, login, or password. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

17. Warranty Disclaimers

You acknowledge that ATA has no control over, and no duty to take any action regarding: (1) which Users gain access to the Services; (2) what effects the Content or the Services may have on you; (3) how you may interpret or use the Content or the Services; or (4) what actions you may take as a result of having been exposed to the Content or the Services.

You release ATA from all liability for you having acquired or not acquired Content through the Services. The Services may contain, or direct you to sites containing, information that some people may find offensive or inappropriate. ATA makes no representations concerning any content contained in or accessed through the Services, and ATA will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Services. ATA makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. ATA cannot guarantee that you will obtain the results you seek or warrant that Services will be error-free. ATA makes no representation or warranty of any kind with respect to use of Services or the use or accuracy of the information on the Services.

USER ACCESSES THE SERVICES AT HIS OR HER OWN RISK. THE SERVICES ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED, OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR COMPLETENESS OF ANY WEBSITE PROVIDED HEREUNDER OR DESCRIBED HEREIN, OR AS TO ANY OTHER MATTER, ALL OF WHICH WARRANTIES BY ATA ARE HEREBY DISCLAIMED. NEITHER ATA NOR ANY PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, LICENSORS, EMPLOYEES OR AGENTS WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE AND NO WARRANTY IS MADE AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICES. THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF ATA, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. IN NO EVENT WILL ATA OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD-PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS, OR ILLEGAL CONDUCT OF USERS OF THE SERVICES.

18. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF ITS LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, NEITHER ATA NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THESE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF OR DAMAGE TO DATA OR INFORMATION OF ANY KIND, DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER, PERSONAL INJURY, OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES (WHETHER THE CLAIM IS BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT OR OTHER LEGAL THEORY) ARISING OUT OF THESE TERMS OR IN CONNECTION WITH USE OF THE SERVICES OR CONTENT, OR FOR ANY DIRECT DAMAGES IN EXCESS OF \$100 (IN THE AGGREGATE), EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

The "Disclaimer" and "Limitation of Liability" provisions of these Terms are for the benefit of ATA as defined herein, and each of these individuals or entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

19. Arbitration Agreement

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE

LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. YOU MAY CHOOSE TO BE REPRESENTED BY A LAWYER IN ARBITRATION OR PROCEED WITHOUT ONE. THIS ARBITRATION PROVISION SHALL SURVIVE TERMINATION OF THESE TERMS. IF, HOWEVER, EITHER THE CLASS ACTION WAIVER OR COORDINATED CLAIMS PROVISION BELOW ARE FOUND INVALID, THEN THE SPECIFIC INVALID PROVISION WILL BE UNENFORCEABLE AND WILL BE SEVERED AND THE REMAINDER OF THE ARBITRATION AGREEMENT WILL REMAIN IN FULL FORCE.

Any dispute, claim, or controversy, including those known or unknown that may be later discovered, arising out of or relating to these Terms, other agreements on the Services, or the [Privacy Policy](#), or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be either determined by binding arbitration in Fairfax, Virginia. If the arbitrator finds this location to be unreasonably burdensome to you, a new location may be selected or arbitration may be conducted over the phone, using video conferencing, or similar. You may be entitled to an in-person hearing near your place of residence. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. Any arbitration arising out of or related to these Terms shall be conducted in accordance with the expedited procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of these Terms, including Rules 16.1 and 16.2 of those Rules.

No Class Actions

YOU AGREE THAT ANY CLAIMS OR ARBITRATION UNDER THESE TERMS WILL TAKE PLACE ON AN INDIVIDUAL BASIS. YOU AND WE 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 OR REPRESENTATIVE PROCEEDING, CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT PERMITTED, AND YOU ARE AGREEING TO GIVE UP THE ABILITY TO PARTICIPATE IN A CLASS ARBITRATION OR CLASS ACTION. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration agreement shall be null and void. The arbitrator may award declaratory or injunctive 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.

Seeking Arbitration

If you elect to seek arbitration or file a small claim court action, you must first send to us, by certified mail, a written notice of your claim ("Notice"). The Notice to us must be addressed to: Archery Trade Association, 16 S Minnesota St, MN 56073. If we initiate arbitration, we will send a written Notice to an email address you have previously provided to us, if available. We may also use any other means to contact you, including a message in your Services Account. A Notice, whether sent by you or by us, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If you and we do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding or file a claim in small claims court. Arbitration forms can be downloaded from www.jamsadr.com. If you are required to pay a filing fee, after we receive Notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee, unless your claim is for greater than US \$10,000 or the arbitrator determines the claims are frivolous, in which event you will be responsible for filing fees.

Hearing

If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic or video hearing, or by an in-person hearing as established by the JAMS Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the JAMS Rules. In the event that the arbitration will be conducted solely on the basis of submitted documents, the arbitrator's decision and award will be made and delivered within six (6) months of the selection of the arbitrator, unless extended by the arbitrator. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the JAMS Rules.

Award

In the event arbitration awards you damages of an amount at least \$100 greater than our last documented settlement offer, we will pay your awarded damages or \$2,500, whichever is greater.

Injunctive Relief

Notwithstanding the foregoing, you and we both agree that you or we may sue in court to enjoin infringement or other misuse of intellectual property rights or in other scenarios where injunctive relief is appropriate. In the event a court or arbitrator having jurisdiction finds any portion of this Agreement unenforceable, that portion shall not be effective and the remainder of the Agreement shall remain effective. No waiver, express or implied, by either party of any breach of or default under this Agreement will constitute a continuing waiver of such breach or default or be deemed to be a waiver of any preceding or subsequent breach or default.

Confidentiality

The parties shall maintain the confidential nature of the arbitration proceeding and the Award, including the hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

Coordinated Proceedings

If 25 or more individuals initiate Notices of dispute with us raising similar claims, and counsel for the individuals bringing the claims are the same or are coordinated for these individuals ("Coordinated Claims"), the claims shall proceed in arbitration in a coordinated proceeding. Counsel for the individuals and our counsel shall each select five cases to proceed first in arbitration in a bellwether proceeding ("Test Cases"). The remaining cases shall not be filed in arbitration until the first ten have been resolved. If the parties are unable to resolve the remaining cases after the conclusion of the Test Cases, each side may select another five cases to proceed to arbitration for a second bellwether proceeding. This process may continue until the parties have determined an objective methodology to make an offer to resolve each and every outstanding claim. A court will have authority to enforce this clause and, if necessary, to enjoin the mass filing of arbitration demands against us. Individuals bringing Coordinated Claims shall be responsible for up to \$250 of their filing fees or the maximum permissible under the applicable arbitration rules. All applicable statutes of limitations and defenses based upon the passage of time will be tolled while the Coordinated Proceedings specified in this Section are pending. We will take such action, if any, required to effectuate such tolling.

Governing Law and Rules

These Terms and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Virginia, exclusive of conflict or choice of law rules. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to these Terms shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16). In any arbitration arising out of or related to these Terms, the arbitrator is not empowered to award punitive or exemplary damages, except where permitted by statute, and the parties waive any right to recover any such damages. In any arbitration arising out of or related to these Terms, the arbitrator may not award any incidental, indirect or consequential damages, including damages for lost profits. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the effective date of this Agreement) with respect to any final award in an arbitration arising out of or related to these Terms.

Severance of Arbitration Agreement

If the clauses concerning and describing the procedures and obligations related to Coordinated Claims and Test Case procedures is or becomes invalid or unenforceable, then the remaining entire arbitration agreement and any clauses concerning, relating to, specifying or otherwise describing the arbitration agreement shall be severed from these Terms. However, any duty of confidentiality whether or not such duty is connected with arbitration shall survive such severance.

20. General Terms

Entire Agreement

The Terms constitute the entire agreement between you and ATA regarding your use of and access to the Services. Your use of the Services is intended for your enjoyment and benefit and the provision of the Services to you constitutes the sole and sufficient consideration that you are entitled to receive for any content or other contributions you have made to the Services.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver & Severability

The failure of ATA to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

Transfer & Assignment

These Terms and the rights and obligations hereunder may not be assigned, in whole or in part, by you without the written consent of ATA. ATA may assign this Agreement upon ten (10) days prior written notice to you provided via email (if available) and by posting notice to the Services. These Terms shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

No Independent Contractor or Joint Venture

The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

21. Changes To Our Terms

ATA may modify these Terms from time to time. The most current version of these Terms will govern your use of the Services and will be located at <https://archerytrade.org/legal/> . We will use reasonable efforts to notify you of material changes to these Terms, such as by posting a notice on the Services, an email to the address we have on file, or a message in your Services Account. By continuing to access or use the Services after those changes become effective, you agree to be bound by the revised Terms. Please check the "Last Updated" legend at the top of this page to see when these Terms were last revised.

22. Contact the Archery Trade Association

Archery Trade Association
P.O. Box 70, New Ulm MN 56073
United States

Toll Free :(866) 266-2776
Direct: (507) 233-8130
privacy@archerytrade.org