



UNITED STATES EQUESTRIAN FEDERATION WEBSITE TERMS AND CONDITIONS

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THE "DISPUTE RESOLUTION" SECTION CONTAINS A BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. THESE PROVISIONS WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO: (1) WAIVE YOUR RIGHT TO A JURY TRIAL, AND (2) SUBMIT CLAIMS YOU HAVE AGAINST USEF TO BINDING AND FINAL ARBITRATION ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS, GROUP OR REPRESENTATIVE ACTION OR PROCEEDING. Please follow the instructions in the Dispute Resolution section below if you wish to opt out of a future version of this provision.

The Federation reserves the right to change these Terms and Conditions at any time without notice to you. You are therefore responsible for regularly reviewing these Terms and Conditions. Continued use of this Website following any such changes shall constitute your acceptance of such changes.

INTELLECTUAL PROPERTY

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

NO OFFER OF SERVICE

Unless otherwise expressly stated, the material on the Website is intended to be for informational purposes only. The Federation makes no representation that material on the Website is appropriate or available for use in jurisdictions other than the United States. Those users who choose to access the Website from other locations do so at their own risk and are responsible for compliance with applicable laws and regulations.

LICENSE AND WEBSITE USE

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USEF grants you a limited license to access and make personal, non-commercial use of the Website. In accordance with these Terms and Conditions, 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 USEF'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 USEF'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.

You shall not use the Website in a manner that (i) violates any laws, rules, regulations, or these Terms and Conditions, (ii) impacts another party's use and enjoyment of the Website, (iii) results in the scraping or copying of information, data, or content, or (iv) circumvents or overrides security features. You shall not disable, damage, disrupt, or interfere with the Website in any way and through any means, including but not limited to spam, algorithms, automated systems, software, scripts, viruses, worms, Trojan horses, devices, robots, or data extraction mechanisms. You shall not use the Website for any competitive purpose. You are wholly liable and responsible for any loss or damage caused by or resulting from your unauthorized conduct under these Terms and Conditions. USEF 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 and Conditions.

USEF reserves all rights to investigate occurrences that may involve violations of the security of the use of the Website and/or its use or of the law, and USEF 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 Website or the content or services offered therein 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, USEF may suspend or terminate your access to the Website for any or no reason at any time without notice.

DISCLAIMER

The Federation has taken all reasonable care that the information contained within the Website 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.

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 Website or any mobile service 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.

YOUR ACCOUNT

If you use the Website, you are responsible for maintaining the confidentiality of membership and account information, usernames, passwords, and IDs that may be required to use the Website 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 Website or services provided through it, terminate accounts and usage rights, edit, or remove content and cancel requests for materials made through the Website.

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.

PRIVACY & SECURITY

USEF is subject to U.S. data protection laws when collecting and processing personal data. USEF automatically collects data using third party online tracking technologies (cookies, pixels, beacon, tags, etc.) on its Website. By accessing and using the Website, including viewing videos on the Website, you consent to the collection, storage, and sharing of your personal information with such third party online tracking technologies, as described in our Cookie [Policy](#). For further details, please refer to our [Privacy Policy](#).

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 third party linked websites, 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, products, other materials or services presented on such websites. Information in the many webpages that are linked to the Website, and the applications and services available through the Website, comes from a variety of sources. The Federation does not author, edit, or monitor the content, links, or services provided by third parties. 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 CONTENT, PRODUCTS, OR OTHER MATERIAL AVAILABLE ON THE WEBSITE OR ON THIRD PARTY LINKED WEBSITES.

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 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.

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.

INDEMNITY

As a condition of use of the Website, you agree to indemnify the Federation and its affiliates, officers, employees and agents from and against any and all liabilities, expenses (including attorneys' fees) and damages arising out of claims resulting from your use of the Website. This Indemnification section shall survive termination of these Terms and Conditions.

LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL USEF BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THE WEBSITE OR MATERIALS OR FUNCTIONS ON THE WEBSITE, EVEN IF USEF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL USEF'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 USEF.

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.

JURISDICTIONAL ISSUES

Unless otherwise specified, the materials on the Website 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. USEF makes no representation that materials on the Website are appropriate or available for use in any particular location. Those who choose to access the

Website do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable.

TERMINATION

Unless otherwise specified, these Terms and Conditions are effective until terminated by either party. Your access to any and all USEF Websites may be terminated immediately without notice from USEF if, in its sole discretion, you fail to comply with any term of these Terms and Conditions. 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 and Conditions or otherwise. You may terminate at any time by discontinuing use of the Website. 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 and Conditions or otherwise.

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to the Service Provider's Designated Agent.

Notification must be submitted to the following Designated Agent:

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

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

1. A physical or electronic signature of the 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 multiple copyrighted works at a single online site are covered by a single notification, and 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, a 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;
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.

DISPUTE RESOLUTION (INCLUDING ARBITRATION AGREEMENT, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER)

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES FOR RESOLUTION OF MOST DISPUTES BETWEEN YOU AND USEF 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 and Conditions relating to the disclosure, use, copying, distribution, display, or publishing of the information and/or content on the Website and/or its associated services and/or offerings may result in irreparable injury and damage to USEF that may not be adequately compensable in money damages, and for which USEF will have no adequate remedy at law. You, therefore, consent and agree that USEF may obtain injunctions, orders, or other equitable relief as may be reasonably necessary to ensure compliance with these Terms and Conditions. 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 and Conditions.

Arbitration Agreement

- **Binding Arbitration.** This provision is intended to be interpreted broadly. Any dispute or claim arising out of or relating to these Terms and Conditions, your use of the Website, the Privacy Policy, or your relationship with USEF 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 USEF 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 and Conditions (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 and Conditions. 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 and Conditions; (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 Conditions and this arbitration agreement do not prevent you from bringing a Dispute to the attention of any government agency. You or USEF 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 USEF agree that these Terms and Conditions 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 USEF 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 USEF, you must send this notice via email to generalcounsel@usef.org. If USEF 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 USEF 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 USEF 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 and Conditions, 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 and Conditions, 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 USEF via email at generalcounsel@usef.org. If USEF 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 USEF reserve the right to request a hearing in any matter from the arbitrator. You along with USEF’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 USEF 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 USEF 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 and Conditions 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 USEF agree that the parties have a shared interest in reducing the costs and increasing the efficiencies associated with arbitration. You and USEF 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 USEF 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 USEF 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 USEF 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 USEF 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 USEF 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 USEF 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 USEF 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 USEF in accordance with this version of the arbitration agreement.

Class Action Waiver and Jury Trial Waiver

YOU AND USEF 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 USEF 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 USEF RETAIN THE RIGHT TO PARTICIPATE IN A CLASS-WIDE SETTLEMENT. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND USEF WAIVE THE RIGHT TO A JURY TRIAL. THIS CLASS ACTION AND JURY TRIAL WAIVER WILL SURVIVE ANY TERMINATION OF THESE TERMS AND CONDITIONS.

Governing Law and Jurisdiction

These Terms and Conditions and your use of the Website 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 Website 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 and Conditions 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 and Conditions.

Notice to California Consumers

Under California Civil Code Section 1789.3, California users of the Website 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.

Miscellaneous

Unless otherwise specified, these Terms and Conditions 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. USEF in its sole discretion may amend these Terms and Conditions, and your use of the Website after such amendment is posted will constitute acceptance of it by you. The section headings in these Terms and Conditions are for convenience only and must not be given any legal import. Except as otherwise specifically provided herein (e.g., the Additional Procedures for Mass Filings), if any provision of these Terms and Conditions 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. USEF’s failure to enforce any provisions of these Terms and Conditions 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 and Conditions or to act with respect to similar breaches.