

TERMS AND CONDITIONS OF USE

1. SCOPE OF AGREEMENT

The following Terms of Use (“Agreement”) govern the use of www.learnhunting.org website (“Site”). By accessing the Site, the end user of the Site, you (“You”), agree to be bound by and comply with the terms and conditions of this Agreement. If, at any time, you choose not to accept the terms and conditions of this Agreement, You do not have permission to access or use the Site in any manner, and You should exit the Site immediately.

Please note: IHEA-USA does not verify the accuracy of the information submitted by any of its users. All content on the Site is provided solely to assist users in discussing hunting techniques and to learn more about hunting safety. IHEA-USA has not verified any of the information provided by either You or any mentors, and You acknowledge and agree that Your access and use of all content made available on the Site are at Your own risk.

2. USER OBLIGATIONS

You represent that You are at least eighteen (18) years of age or the legal age of majority in Your jurisdiction (whichever is greater) and will, at all times, provide true, accurate, current, and complete information (which You have all necessary rights, permission(s), or authority to provide) when submitting information or otherwise interacting with others on the Site. In addition, You are responsible for compliance with all applicable laws, rules, and regulations with respect to Your use of the Site. If You access the Site on behalf of any organization, Your organization shall be bound to this Agreement and be liable for any breach by You. You represent that You have all rights, power, and authority to agree to this Agreement on behalf of Your organization.

The Site is not intended for use or access by any individual under the age of eighteen (18) years, and IHEA-USA does not knowingly, willingly, or intentionally collect personal information from such individuals in any medium for any purpose.

3. INFORMATION AND PASSWORDS

You hereby agree to treat Your access credentials as confidential and not to disclose such information to any third party without the prior express written consent of IHEA-USA, which may be withheld in its sole discretion. You shall immediately notify IHEA-USA if You suspect or become aware of any loss, theft, or unauthorized use of Your login credentials. IHEA-USA will not be liable for any loss or damage arising from Your failure (whether intentional or unintentional) to comply with these obligations. By submitting the requested information to the registration form on the Site, You represent and warrant that the information You submit for registration is complete, true, accurate, and current in all respects. You must maintain and promptly update Your submitted account information to ensure that such information is complete, true, accurate, and current. IHEA-USA reserves the right to suspend, terminate, or otherwise discontinue Your account and/or pending registration if IHEA-USA has reasonable grounds to suspect that any information You have submitted is untrue, inaccurate, not current, or incomplete, or that Your registration, account, or use of the Site is in violation of applicable law or this Agreement.

4. USER SUBMISSIONS

Certain features of the Site may permit You to upload or submit User Content. “User Content” includes but is not limited to, any text, images, photos, audio, video, location data, ratings, reviews, complaints, compilations, messages or information that is publicly displayed by You. IHEA-USA asks users who submit User Content to affirm that any information in the content is accurate, but IHEA-USA does not verify the accuracy of the information submitted by users.

By submitting User Content to any part of the Site, You represent and warrant that:

1. You are the sole author and owner of any intellectual property protected User Content You submit;
2. You are solely responsible for any contributions, comments or postings You submit, including any feedback or questions: IHEA-USA shall not be subject to any obligations of confidentiality regarding User Content except as otherwise expressly agreed by IHEA-USA in a separate written agreement, or as otherwise expressly required by applicable law.

5. DATA PRIVACY

You understand, acknowledge, and agree that the operation of certain features of the Site may require or involve the submission, use, and dissemination of various items of personally identifiable information, including without limitation personal contact information. Please refer to IHEA-USA’s Privacy Policy (as updated from time to time) on its website, for a summary of IHEA-USA’s policies and use practices regarding personally identifiable information. IHEA-USA does not sell any of your information to third parties. IHEA-USA may share Your information with the state agency of Your residency.

6. INTELLECTUAL PROPERTY

IHEA-USA retains all right, title and interest, including all intellectual property rights, in and to the information and content on the Site, including, without limitation, any software, text, graphics, logos, buttons, icons, images, and audio clips (“IHEA-USA Content”). In addition, this Agreement grants You no right, title, or interest in any intellectual property owned or licensed by IHEA-USA other than those limited license rights specifically and expressly granted herein, and nothing in this Agreement shall be construed as any grant of right or permission to use or display IHEA-USA’s registered trademarks, service marks, logos, brand names, trade dress and trade names (“Trademarks”) for any purpose.

You have no rights in or to such IHEA-USA Content or Trademarks and You will not use any IHEA-USA Content or Trademarks, except as specifically permitted under this Agreement. You may not do or allow anyone else to do anything with the IHEA-USA Content or Trademarks which is not specifically permitted under this Agreement. You may not use or display IHEA-USA’s Trademarks in any manner without IHEA-USA’s prior written consent. Unless we specifically consent in writing, IHEA-USA’s Trademarks may not be used in connection with any product or service that does not belong to us, in any manner that is likely to cause confusion, or in any manner that disparages or discredits IHEA-USA. Unless otherwise specifically set forth on the Site or unless written consent is provided, You may only use and access, download and copy the IHEA-USA Content for Your personal, non-commercial use, and You will not alter, erase or otherwise obscure our copyright, trademark, proprietary or other notices on the IHEA-

USA Content. You acknowledge and agree that the IHEA-USA Content is made available for informational and educational purposes only, and is provided to assist You in exercising Your own Models. The accuracy of IHEA-USA Content is not guaranteed as accurate, and IHEA-USA makes no representation or warranty of any kind and hereby disclaims any liability with respect to any and all information posted, used, shared, downloaded or provided on the Site.

7. UNMONITORED SITE

You understand this Site is not monitored by IHEA-USA. IHEA-USA does not monitor any of the information provided by the mentors or any of the exchanges between mentors and You. You agree and understand that participation on this Site is AT YOUR OWN RISK and IHEA-USA is not liable for any damages resulting therefrom. You agree to report any curious, unkind or inappropriate conduct, exchanges, information or other shenanigans to IHEA-USA immediately at learnhunting@iheausa.org.

8. THIRD-PARTY MATERIALS

Certain services, features, or components made available via the Site are delivered by third-party providers. By using any product, service, or functionality originating from the Site, You hereby acknowledge and consent that IHEA-USA may share information and data that You submit or upload to the Site with the applicable third-party.

IHEA-USA EXPRESSLY DISCLAIMS RESPONSIBILITY AND LIABILITY FOR ANY THIRD-PARTY MATERIALS, PROGRAMS, APPLICATIONS, TOOLS, PRODUCTS, AND SERVICES SET FORTH, DESCRIBED ON, OR ACCESSED THROUGH THE SITE, AND YOU AGREE THAT IHEA-USA SHALL NOT BE RESPONSIBLE FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF ANY DEALINGS BETWEEN YOU AND A THIRD PARTY.

9. NOTIFICATION OF INFRINGING COPYRIGHT-PROTECTED CONTENT

To notify IHEA-USA of alleged copyright or trademark infringement on the Site, in accordance with 17 U.S.C. §512(C)(3), You should provide us with written notice that at a minimum contains:

- A. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- B. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- C. Identification of the copyrighted work 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 IHEA-USA to locate the material;
- D. Information reasonably sufficient to permit IHEA-USA to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted;
- E. A statement that the complaining party has a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

- F. 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.

All Notifications of Claimed Copyright Infringement should be sent to our designated agent as follows: learnhunting@iheausa.org.

Upon receipt of the above information, IHEA-USA will promptly investigate and take appropriate action, then notify You of that action at the contact address provided.

10. COMPLIANCE

You expressly agree that the Site may only be used for lawful purposes as governed by any applicable international, national/federal, state, provincial, or local laws, statutes, and regulations. You may not use the Site in any way that could result in criminal or civil liability. Use of the Site from outside of the United States shall be in compliance with the laws of the jurisdiction from which You access the Site. If You fail to comply with or meet the conditions of, these Terms and Conditions of Use, IHEA-USA, in its sole discretion, may remove you from further use of the Site

11. DISCLAIMER OF WARRANTY

IHEA-USA DOES NOT WARRANT OR GUARANTEE THE ACCURACY, ADEQUACY, TIMELINESS, RELIABILITY, COMPLETENESS, OR USEFULNESS OF THE SITE OR ANY INFORMATION SHARED OR PROVIDED ON THE SITE AND DISCLAIMS ANY LIABILITY FOR ERRORS OR OMISSIONS ON THE SITE. THE SITE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY, EITHER EXPRESS OR IMPLIED. IHEA-USA DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. IHEA-USA DOES NOT WARRANT THAT THE SITE ARE ERROR-FREE, OR THAT THE SITE WILL OPERATE ACCORDING TO YOUR EXPECTATIONS OR REQUIREMENTS. IN THE EVENT THAT ANY APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OR EXCLUSION OF ANY OF THE FOREGOING WARRANTIES, SAID WARRANTIES SHALL BE CONSIDERED EXCLUDED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

ANY MATERIAL DOWNLOADED, EXCHANGED OR OTHERWISE OBTAINED THROUGH THE SITE IS ACQUIRED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU, YOUR OWN COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR EXCHANGE OF ANY SUCH MATERIAL.

12. INDEMNIFICATION

You agree to indemnify and hold harmless IHEA-USA and its respective officers, directors, employees, agents, independent contractors or licensors from and against any and all claims,

losses, expenses, demands or liabilities, including attorneys' fees and costs, incurred by them in connection with any claim by a third party (including any intellectual property infringement claim) arising out of (i) Your use of the Site and any material You access or provide using the Site or by any other means; (ii) a third party's use of such material that You access or provide using the Site and make available to such third party; or (iii) Your violation of this Agreement or any applicable law. You further agree that You will cooperate fully in the defense of any such claims. IHEA-USA reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You, and You shall not in any event settle any such claim or matter without the written consent of IHEA-USA..

13. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL IHEA-USA BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, GOODWILL OR OTHER INTANGIBLE LOSSES OF ANY KIND ARISING FROM OR RELATING IN ANY WAY TO (I) YOUR USE OF, OR INABILITY TO USE, THE SITE OR THE INFORMATION CONTAINED IN THE SITE; (II) ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; AND (III) ANY OTHER MATTER RELATING TO THE SITE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. TERM, TERMINATION, AND SUSPENSION

This Agreement takes effect (or re-takes effect) at the moment You first access or use the Site. This Agreement terminates automatically if You fail to comply with any provision hereof, subject to the survival rights of certain provisions identified below. You may also terminate this Agreement at any time by ceasing to use the Site, but each re-access or renewed use of the Site will reapply this Agreement to You. Upon termination or expiration of the Site for any reason, all licenses granted by IHEA-USA hereunder shall immediately terminate, and You must immediately cease all use of the Site. The provisions of this Agreement concerning IHEA-USA's proprietary rights, the licenses and permissions to User Content, disclaimers of warranty, limitations of liability, waiver and severability, indemnification rights, injunctive relief, and choice of law will survive the termination of this Agreement for any reason.

IHEA-USA reserves the right at any time and on any grounds, including without limitation any reasonable belief of fraudulent or unlawful activity, to deny or suspend Your access to the Site or to any portion thereof in order to protect its name and goodwill, its business, the security and stability of the Site, and/or the rights of others. IHEA-USA may immediately suspend access to the Site and remove and discard any User Content You submitted to the Site for any reason if IHEA-USA believes You have violated or acted inconsistently with the terms of this Agreement. IHEA-USA will not be liable to You or any third-party for termination of Your access to the Site.

15. WAIVER

Failure by IHEA-USA to enforce any of its rights under this Agreement shall not be construed as a waiver of those rights or any other rights in any way whatsoever.

16. CHOICE OF LAW AND DISPUTE RESOLUTION

This Agreement and all other aspects of Your use of the Site shall be governed by and construed in accordance with the laws of Montana, U.S.A., without regard to its conflict of laws rules. You agree that You will notify IHEA-USA in writing of any claim or dispute concerning or relating to Your use of the Site and give IHEA-USA a reasonable period of time to address it before bringing any legal action, either individually or as a class member against IHEA-USA. You agree to submit to the personal jurisdiction of the state and federal courts located in the Montana.

17. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

18. MODIFICATION

IHEA-USA reserves the right to modify this Agreement at any time, with or without notice to You, by posting an updated version of this Agreement to the Site. Thus, You should check the Agreement periodically for changes. You agree that IHEA-USA will not be liable to You or any third party for any modifications to the Agreement.

19. ELECTRONIC COMMUNICATIONS

IHEA-USA may send emails or other electronic messages to You concerning Your use of the Site, including without limitation by providing alerts or notifications within the Site. You consent to receive such electronic communications and You agree that all such electronic communications constitute valid legal notices satisfying any requirement that such notices be in writing.