

Terms of Service

IMPORTANT NOTICE: THESE TERMS OF SERVICE ARE SUBJECT TO BINDING ARBITRATION AND A WAIVER OF CLASS ACTION RIGHTS AS DETAILED IN SECTIONS 10 AND 11.

WELCOME! Please read these terms and conditions of service carefully before using FSA desktop and mobile websites, mobile applications, digital content offerings, and any other FSA digital services (collectively, the "Services"). Your access to and use of the Services is subject to the following terms and conditions ("Terms of Service") (including the [Privacy Policy](#) for the Services) and all applicable laws. By accessing and using the Services, you signify your assent to these Terms of Service. If you do not agree to these Terms of Service, please do not use the Services. These Terms of Service may be amended or modified, or new conditions may be imposed, at any time. Any such changes or additions will be reflected by an update of this posting. Please check these Terms of Service periodically for changes. Your continued use of the Services following the posting of changes to these terms (including the [Privacy Policy](#)) will mean you accept those changes and that such changes shall apply to your use of the Services after such changes have been posted.

Agreement to Arbitrate & Class Action Waiver: To help streamline the resolution of disputes, claims, and controversies under these Terms of Service, as set forth in more detail below, you agree that both you, and the FSA, including the FSA's present and future parents and subsidiaries, will be obligated to arbitrate disputes, claims, and controversies that arise out of or relate to your use of the Services and/or the provision of content, services, and/or technology on or through the Services, and that any such proceedings will be conducted only on an individual basis (and not as a class action).

Accessibility - If you are having any trouble accessing these Terms of Service or this Service, please contact us info@f4sa.org. Our hours of operations are: 8:00 a.m. – 4:30 p.m. ET.

1. Introduction

The Services are operated by the Foundation for Scottish Athletics, Inc. ("FSA") and consist of information services and content provided by FSA, affiliates of FSA, and other third parties.

2. General

(A) This Agreement, which incorporates by reference other provisions applicable to use of the Services, including, but not limited to, the Services' [Privacy Policy](#), sets forth the terms and conditions that apply to your use of the Services. By using Services, you agree to comply with all of the terms and conditions hereof. The right to use the Services is personal to you and is not transferable to any other person or entity. To the extent you register for or otherwise create an account via the Services, you are responsible for all use of your account (under any screen name or password) and for ensuring that all use of your account complies fully with the provisions of this Agreement. You shall be responsible for protecting the confidentiality of your password(s), if any. (B) FSA shall have the right, at any time, to change or discontinue any aspect or feature of Services, including, but not limited to, content, hours of availability, and equipment needed for access or use.

3. Changed Terms

FSA shall have the right, at any time, to change or modify the terms and conditions applicable to your use of the Services (including, but not limited to, these Terms of Service), or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions, or deletions shall be effective immediately upon notice thereof, which may be given by means, including, but not limited to, posting within the Services, or by electronic or conventional mail, or by any other means by which you obtain notice thereof. Any use of the Services by you after such notice shall be deemed to constitute acceptance by you of such changes, modifications, or additions.

4. Your Conduct

(A) You shall use the Services for lawful purposes only. You shall not post or transmit through the Services any material which violates or infringes in any way upon the rights of others, which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable, which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, or which, without FSA's express prior approval, contains advertising or any solicitation with respect to products or services. Any conduct by you that in FSA's discretion restricts or inhibits any other users from using or enjoying the Services will not be permitted. You shall not use the Services to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become subscribers of other on-line information services competitive with the Services.

(B) The Services contain copyrighted material, trademarks and other proprietary information, including, but not limited to, text, software, photos, video, graphics, music and sound. The entire contents of the Services are copyrighted as a collective work under the United States copyright laws. FSA owns a copyright in the

selection, coordination, arrangement, and enhancement of such content, as well as in the content original to it. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the content, in whole or in part. Except as otherwise expressly permitted under United States copyright law, no copying, redistribution, retransmission, publication, or commercial exploitation of downloaded material will be permitted without the express permission of FSA and the copyright owner. In the event of any permitted copying, redistribution, or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend, or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading copyrighted material.

(C) You shall not upload, post, or otherwise make available on the Services any material protected by copyright, trademark, or other proprietary right without the express permission of the owner of the copyright, trademark, or other proprietary right, and the burden of determining that any material is not protected by copyright rests with you. You shall be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from such a submission. By submitting material to any public area of the Services, you automatically grant, or warrant that the owner of such material has expressly granted, FSA the royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, and distribute such material (in whole or in part) worldwide and/or to incorporate it in other works in any form, media, or technology now known or hereafter developed for the full term of any copyright that may exist in such material. You also permit any other user to access, view, store, or reproduce the material for that user's personal use. You hereby grant FSA the right to edit, copy, publish, and distribute any material made available on the Services by you.

(D) The foregoing provisions of this Section 4 are for the benefit of FSA, and its subsidiaries, parent companies, affiliates, and third party content providers and licensors and each shall have the right to assert and enforce such provisions directly or on its own behalf.

5. Disclaimer of Warranty; Limitation of Liability

DISCLAIMER OF WARRANTY

(A) THE SERVICES AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, FSA AND ITS AFFILIATES AND SUBSIDIARY ENTITIES, AND ALL EMPLOYEES, DIRECTORS, AND OFFICERS OF THE FOREGOING (COLLECTIVELY, "OPERATOR PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE OPERATOR PARTIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE OPERATOR PARTIES DO NOT WARRANT OR MAKE ANY

REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES OR ANY RELATED MATERIALS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT THE OPERATOR PARTIES) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

(B) THE INFORMATION AND OPINIONS EXPRESSED IN BULLETIN BOARDS, CHAT ROOMS, OR OTHER FORUMS CONDUCTED VIA THE SERVICES ("FORUMS") ARE NOT NECESSARILY THOSE OF THE OPERATOR PARTIES, AND THE OPERATOR PARTIES MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THAT INFORMATION OR THOSE OPINIONS. FURTHERMORE, THE OPERATOR PARTIES ARE NOT RESPONSIBLE OR LIABLE TO ANY PERSON OR ENTITY WHATSOEVER (INCLUDING, WITHOUT LIMITATION, PERSONS WHO MAY USE OR RELY ON SUCH DATA/MATERIALS OR TO WHOM SUCH DATA/MATERIALS MAY BE FURNISHED) FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, OR OTHERWISE), INJURY, CLAIM, LIABILITY, OR OTHER CAUSE OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM ANY INFORMATION OR OPINIONS PROVIDED IN THE SERVICES. LIMITATION OF LIABILITY

(C) TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL THE OPERATOR PARTIES BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER AND/OR DEVICE OR TECHNOLOGY FAILURE OR MALFUNCTION, OR FOR ANY FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES BASED ON ANY CAUSES OF ACTION ARISING OUT OF ANY ALLEGED FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN SERVICE, OPERATION, OR TRANSMISSION OF THE SERVICES, OR ANY ALLEGED COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OF PROPERTY, AND/OR UNAUTHORIZED ACCESS TO, ALTERATION OF, USE OF, OR POSTING OF ANY RECORD, CONTENT, OR TECHNOLOGY PERTAINING TO OR ON THE SERVICES. YOU AGREE THAT THIS LIMITATION OF LIABILITY APPLIES WHETHER SUCH ALLEGATIONS ARE FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR FALL UNDER ANY OTHER CAUSE OF ACTION, REGARDLESS OF THE BASIS UPON WHICH LIABILITY IS CLAIMED AND EVEN IF THE OPERATOR PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU ALSO SPECIFICALLY ACKNOWLEDGE THAT THE OPERATOR PARTIES ARE NOT LIABLE FOR ANY ACTUAL OR ALLEGED DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OF THE SERVICES OR ANY OTHER THIRD PARTIES. (D) IF APPLICABLE LAW DOES NOT ALLOW ALL OR ANY PART OF THE ABOVE LIMITATION OF LIABILITY AND/OR EXCLUSIONS OF WARRANTIES TO APPLY TO YOU, THE LIMITATIONS AND EXCLUSIONS WILL APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

(D) Mobile Apps – The FSA reserves the right to release a platform app. Should the FSA enact this right in the future this section shall apply. Platform providers, such as Apple Inc. and Google Inc., that make our mobile apps available for download ("Platform Providers") are not parties to these Terms of Service. Platform Providers have no obligation whatsoever to furnish any maintenance and support services with respect to the

apps. In the event of any failure of the apps to conform to the warranties herein, you may notify the applicable Platform Provider, and such Platform Provider may refund any purchases made through the app (if applicable). To the maximum extent permitted by applicable law, Platform Providers will have no other warranty obligation whatsoever with respect to the apps. You acknowledge that Platform Providers are not responsible for addressing any claims relating to the apps or your possession and/or use of the apps, including but not limited to: (i) product liability claims; (ii) any claim that the apps fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. We, not the Platform Providers, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Platform Providers are third party beneficiaries of these Terms of Service, and Platform Providers will have the right (and will be deemed to have accepted the right) to enforce these Terms of Service against you as a third party beneficiary thereof. You represent that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and you are not listed on any U.S. Government list of prohibited or restricted parties

6. Monitoring

FSA shall have the right, but not the obligation, to monitor the content of the Services, including chat rooms and forums, to determine compliance with these Terms of Service and any operating rules established by FSA and to satisfy any law, regulation, or authorized government request. FSA shall have the right, in their sole discretion, to edit, refuse to post, or remove any material submitted to or posted on the Services. Without limiting the foregoing, FSA shall have the right to remove any material that FSA, in its sole discretion, find to be in violation of the provisions hereof or otherwise objectionable.

7. Indemnification

You agree to defend, indemnify and hold harmless the Operator Parties, their respective officers, directors, employees, business partners and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), arising out of (i) the use of the Services by you and/or via your account, (ii) any content you transmit via the Service or (iii) a violation by you of applicable law or any agreement or terms with, or rights of, a third party. To the fullest extent permitted by law, we reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under this Terms of Service. In such event, you shall provide us with such cooperation as is reasonably requested by us.

8. Termination

FSA may discontinue any of the Services at any time without cause and/or notice, and, in such case, the Operator Parties shall have no liability to you in connection with such discontinuance. Without limiting the generality of the foregoing, FSA shall have the right to immediately terminate your use of the Services, including without limitation, any Services account(s) in the event of any conduct by you which FSA, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement. The provisions of Sections 4(B), 4(C), 4(D), 5, 7, 9, and this Section 8 shall survive termination of this Agreement.

9. Trademarks

"FSA" and the FSA's other names and logos are trademarks of FSA. All rights reserved. All other trademarks appearing on the Services are the property of their respective owners.

10. Disputes/Arbitration

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

(A) We and you agree that these Terms of Service affect interstate commerce and that the Federal Arbitration Act governs the interpretation and enforcement of these arbitration provisions.

(B) In the event of a dispute, claim, or controversy arising out of or in connection with your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services, we or you must give the other notice of the dispute, claim, or controversy which notice will include a brief written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, claim, or controversy, and the relief requested. You must send any such notice to us by email to info@FSA.org AND by U.S. Mail to 1144 Skye Dr E. Jacksonville, FL 32221. To the extent that we have your contact information, we will send any such notice to you by U.S. Mail or to your email address. We and you will attempt to resolve any dispute, claim, or controversy through informal negotiation within thirty (30) days from the date that any notice of dispute, claim, or controversy is sent. We and you shall use reasonable, good faith, efforts to settle any dispute, claim, or controversy through consultation and good faith negotiations. After thirty (30) days, we or you may resort to the other alternatives described in this Section 10. Notwithstanding the foregoing, the notice and thirty (30)-day negotiation period required by this Section 10 shall not apply, however, to disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Services.

(C) Except as otherwise specifically set forth below, any dispute, claim, or controversy of any kind between us and you arising under these Terms of Service or in connection with your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services, if unresolved

through informal discussions within thirty (30) days of receipt of notice, shall be resolved by binding arbitration to be held in the AAA office closest to your residence. Notwithstanding the foregoing, disputes, claims, or controversies concerning patents, copyrights, moral rights, trademarks, trade secrets, and claims of piracy or unauthorized use of the Services shall not be subject to arbitration.

(D) For residents outside the United States, arbitration shall be initiated in Florida, and we and you agree to submit to the personal jurisdiction of any state or federal court in Florida to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

(E) The arbitration shall be conducted by a single arbitrator, governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Terms of Service, and administered by the AAA. The AAA Rules and fee information are available at "<https://www.adr.org>," or by calling the AAA at 1-800-778-7879.

(F) You are responsible for all costs that you may incur in arbitration including, but not limited to attorneys' fees and expert witness costs unless we are otherwise specifically required to pay such fees under applicable law. The decision of the arbitrator will be in writing and binding and conclusive on us and you, and judgment to enforce the decision may be entered by any court of competent jurisdiction. We and you agree that dispositive motions, including without limitation, motions to dismiss and motions for summary judgment will be allowed in the arbitration. The arbitrator must follow these Terms of Service and can award the same damages and relief as a court, including injunctive or other equitable relief and attorneys' fees. Notwithstanding the foregoing, we and you agree not to seek any attorneys' fees and expert witness costs unless the arbitrator finds that a claim or defense was frivolous or asserted for an improper purpose. We and you understand that, absent this mandatory arbitration provision, we and you would have the right to sue in court and have a jury trial. We and you further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

(G) You may choose to pursue your claim in small claims court where jurisdiction and venue over us and you otherwise qualifies for such small claims court and where your claim does not include a request for any type of equitable relief.

(H) You have the right to opt-out and not be bound by these arbitration provisions by sending written notice of your decision to opt-out to the following address: 1144 Skye Dr E. Jacksonville, FL 32221, AND, the following Email address: info@FSA.org. The notice must be sent within the later of thirty (30) days of your first use of the Services or within thirty (30) days of changes to this section being announced on the Services,

otherwise you shall be bound to arbitrate any disputes, claims, or controversies in accordance with the terms of this Section 10. If you opt-out of these arbitration provisions, we also will not be bound by them. If you do not affirmatively elect to opt out as described above, your use of the Services will be deemed to be your irrevocable acceptance of these Terms of Service and any changes/updates to this Section 10 or otherwise.

(I) If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. In the event some or all of these arbitration provisions are determined to be unenforceable for any reason, or if a claim, dispute, or controversy is brought that is found by a court to be excluded from the scope of these arbitration provisions, we and you agree to waive, to the fullest extent allowed by law, any trial by jury.

(J) The terms of these arbitration provisions will apply to any claims asserted by you against any Operator Parties to the extent that any such claims arise out of your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services.

11. Class Action Waiver

PLEASE READ THIS SECTION CAREFULLY — IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS.

(A) We and you agree that we and you will resolve any disputes, claims, or controversies on an individual basis, and that any claims brought under these Terms of Service in connection with the Services will be brought in an individual capacity, and not on behalf of, or as part of, any purported class, consolidated, or representative proceeding. We and you further agree that we and you shall not participate in any consolidated, class, or representative proceeding (existing or future) brought by any third party arising under these Terms of Service or in connection with the Services.

(B) If any court or arbitrator determines that the class action waiver set forth in this section is void or unenforceable for any reason or that arbitration can proceed on a class basis, then the disputes, claims, or controversies will not be subject to arbitration and must be litigated in federal court located in Jacksonville, NY.

(C) The terms of this provision will apply to any claims asserted by you against any Operator Parties to the extent that any such claims arise out of your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services.

12. Governing Law

(A) The data/materials and all other content and features on the Services are presented for the purpose of providing entertainment, news, and/or information and/or promoting programs, games, and other products and/or services that are or may become available in the United States, its territories, possessions, and protectorates. Any and all disputes, claims and controversies arising out of or in connection with your access to, and/or use of the Services, and/or the provision of content, services, and/or technology on or through the Services shall be governed by and construed exclusively in accordance with the laws and decisions of the State of Florida applicable to contracts made, entered into and performed entirely therein, without giving effect to its conflict of laws provisions.

(B) The Services are controlled and operated by us from our offices within the United States. The Services are intended for residents of the United States unless otherwise noted. Residents outside of the United States understand and consent that the data submitted on the Services will be transmitted to and processed within the United States. If you choose to access the Services from other locations you do so on your own initiative and at your own risk. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from the United States or the country you reside in.

13. Miscellaneous

These Terms of Service and any other operating rules for the Services established by FSA constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between the parties with respect to such subject matter. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.