



TERMS OF USE

Version date January 21, 2019

Fédération Internationale de Chiropratique du Sport (FICS) maintains its website ("materials, electronic products and/or services") in order to provide you with information about our operations, and to enable you to interact with us online. These Terms of Use describe our understanding with you when you visit our website and use our materials, electronic products and/or services.

Your use of our website, our materials, electronic products and services, and/or downloading of materials from our website constitutes your agreement to the terms and conditions set forth herein.

FICS' website, our materials, electronic products and/or services have several features. In addition to providing descriptions about our organisation and how we support athletes throughout the world through our volunteers, the website provides you with the opportunity to register and complete our eLearning courses or interact with us and download documents for your use. We encourage you to read this entire policy as it sets forth our understanding with you when you visit our website. These terms and conditions have been developed for your protection, as well as ours.

Throughout this policy, you will see the terms "FICS, "we," "our," and "us" – these terms refer to the Fédération Internationale de Chiropratique du Sport, a nonprofit organisation incorporated in Lausanne Switzerland. You will also see the terms "I," "you," "your," and "yours" – and these terms refer to visitors to and users of our Website.

LINKING TO THE FICS WEBSITE AND USE OF WEBSITE MATERIALS, NAME AND LOGO, AND TECHNOLOGY

FICS appreciates informational and educational uses of the FICS website, our materials, electronic products and/or services, including our name and logo. However, there are limits on the uses, including the use of the name and logo and the links bearing the name and/or logo.

PLEASE BE AWARE: by copying and/or downloading material from the FICS website, including our name and logo, links bearing our name and the logo and/or using our electronic products and/or services you agree to the terms and conditions set forth in these Terms of Use and any terms and conditions that may be outlined elsewhere on our website. Without limiting any other terms or conditions, the permission to use the FICS website, materials, electronic products and/or services, including our name and logo and/or links bearing our name and logo, is subject to the following:

- a) Use of the FICS name and logo or links bearing the name and logo may not indicate or create an impression that FICS endorses, approves, sponsors or is affiliated with your products, goods, services or your website.

- b) Your use of the FICS name and logo or links bearing the name and logo may not indicate or create an impression that FICS will benefit from the sale of any good or service.
- c) Links bearing the FICS name and logo may only be used for the purpose of linking to the FICS website as designated within the link.
- d) The links bearing the FICS name and logo will always be active links.
- e) The FICS name and logo and/or link bearing the name and logo may not be combined with any other graphic elements; nor may they be altered in any manner including size, proportions, font, design, arrangement, colors or elements; nor may they be animated, morphed or otherwise distorted in perspective or appearance.
- f) The FICS name and logo and/or link bearing the name and logo may not appear more prominently than your personal, company, product or service website name.
- g) You will not transfer, assign, sell, reproduce, distribute or otherwise exploit the FICS name and logo or your link to us.
- h) The FICS name and logo and/or link bearing the FICS name and logo may not appear on any pages of any websites that include content or advertising for alcoholic beverages, tobacco, pornography, religious material, partisan material, political material or firearms.
- i) Appropriate action by FICS may include, but is not limited to, the revocation of the right to use the FICS name and logo and/or any links bearing the FICS name and logo, in which event you agree to remove the name and logo and/or the links bearing the FICS name and logo within 2 business days of notice of revocation.

It is improper, and may be a violation of law, for you to post or download and distribute any material that you do not own or for which you do not have permission to use. PLEASE BE AWARE: violation of someone's copyright, trademark, or other intellectual property rights may subject you to civil and/or criminal penalties.

INAPPROPRIATE USE OF FICS MATERIALS, ELECTRONIC PRODUCTS AND SERVICES AND/OR TECHNOLOGY

It is inappropriate to use the FICS website, our materials, including the FICS name and logo, electronic products and/or services for illegal, inappropriate, or obscene purposes, or in support of such activities.

We define these terms as follows:

- "Illegal activities" are those that violate laws, regulations and/or private agreements, including federal or state laws governing nonprofit activities, copyright laws, trademark laws, license agreements or other intellectual property rights.
- "Inappropriate uses" are any uses other than as permitted by these Terms of Use, or as may be permitted elsewhere on our website.
- "Obscene activities" are those that violate generally accepted social standards for use of this type of material or technology. PLEASE BE AWARE: FICS may seek appropriate action to terminate any uses of our material, electronic products and/or services including, but not limited to the name and logo and links bearing our name and logo, in the event we, in our sole discretion, determine that your use does not conform to any of the conditions of these Terms of Use or as provided elsewhere on our website; infringes any intellectual property or other rights of FICS or a third party; adversely affects FICS' image, reputation and/or our products, services or programs; violates any applicable law, regulation or ordinance; and/or, is a prohibited activity.

MISCELLANEOUS

FICS reserves the right to make any change to the information and/or license provided herein at any time for any reason. You acknowledge and agree that you are responsible for keeping up with any such changes.

Swiss law shall govern this agreement.

WARRANTY DISCLAIMER

You expressly agree that use of the FICS website is at your sole risk and you assume all risk. The site is provided on an "as available, as is" basis. To the maximum extent permitted by law, FICS disclaim all warranties with respect to the site, including, but not limited to, the implied warranties of non-infringement, title, merchantability, quiet enjoyment, quality of information, and fitness for a particular purpose. FICS does not warrant that the site will meet your requirements, or that the operation of the site will be uninterrupted or error-free, or that defects in the site will be corrected. You specifically acknowledge that FICS is not liable for the defamatory, offensive or illegal conduct of other users or third-parties and that the risk of injury from the foregoing rests entirely with you.

LIMITATION OF LIABILITY

To the maximum extent permitted by law, in no event will FICS or its suppliers be liable to you or any third party for any direct, special, incidental, consequential, punitive, or indirect damages (whether in contract, tort (including negligence), or otherwise), which include, without limitation, damages for personal injury, lost profits, lost data and business interruption, arising out of the use of, or inability to use, the site, even if FICS has been advised of the possibility of such damages. In any case, the entire liability of FICS and its suppliers under these terms of use for all damages, losses, and causes of action (whether in contract, tort (including negligence), or otherwise) is limited to the amount paid by you, if any, for access to the site.

Some states do not allow the exclusion of incidental or consequential damages, or the limitation on how long an implied warranty lasts, so some of the above may not apply to you.

OTHER DISCLAIMERS

- The FICS Site and the information contained herein is provided for informational and educational purposes only, and could include technical inaccuracies or typographical errors.
- Information on the FICS Site is provided with the understanding that FICS is not rendering professional advice or recommendations. You should not rely on any information on these pages to replace consultations with qualified professionals to meet your individual needs.

DIGITAL COPYRIGHT

FICS is committed to complying with copyright and related laws, and requires all users of the FICS Site to comply with these laws. Accordingly, you may not store any material or content or use or disseminate any material or content through the FICS Site in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by copyright law. You may not post, modify, distribute, or reproduce in any way any

copyrighted material, trademarks, or other proprietary information belonging to others without obtaining the prior written consent of the owner of such proprietary rights. It is the policy of FICS to terminate use privileges of any user who repeatedly infringes the copyright rights of others upon receipt of proper notification to FICS by the copyright owner or the copyright owner's legal agent.

If you feel that a posted message is objectionable or infringing, we encourage you to contact us immediately. Upon our receipt of a proper notice of claimed infringement, we will respond expeditiously to remove, or disable access to, the material claimed to be infringing. The designated agent of FICS to whom you should address such notice is admin@ficsport.org.

If you believe that your work has been copied and posted using the FICS Site in a way that constitutes copyright infringement, please provide our designated agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- a description of the copyrighted work or other intellectual property that you claim has been infringed;
- a description of where the material that you claim is infringing is located to permit us to locate the material;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the information contained in your report 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.