



The Rogue Saber Academy

Official Usage Terms and Conditions and Privacy Policy

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The Rogue Saber Academy, its founders, governing body and services, subsidiaries and parent company: “Great Dad Media” (collectively, “the RSA”, “us”, “we” or “our”) are pleased to provide you (the “user” or “the student”) with access to and use of our website, pages, forums, applications, content, videos, products, goods, equipment, services, promotions, software, technology and any other materials (collectively, “the RSA’s services”) that we may provide. This document of these Terms and Conditions and this Privacy Policy both apply to any and all users and visitors of the site: “<https://www.roguesaber.com>” and any and all of its pages, collectively referred to as “the site.”

Section 1: Usage Agreement

Any usage of the RSA’s services, including the creation of (or participation in) any event created or promoted by the RSA or through its website, will constitute acceptance of this agreement, in its entirety, including the terms and conditions listed below. You therefore agree to be bound by the terms and provision of this agreement. In addition, all users must formally agree to follow these terms and conditions upon the creation of any account. If you do not agree to abide by the above, please do not use the RSA’s services.

Section 2: Legal Notice

These Terms and Conditions of Use and our Privacy Policy form a legally binding agreement between you (the user, otherwise referred to as “the student”) and the RSA, and govern your access and use, and our provision of, the RSA’s services. By accessing or using any of the RSA’s services, you agree to be bound and abide by these terms, our privacy policy and any amendments thereto, and you agree you are at least 16 years of age. Please read these terms carefully before using any of the RSA’s services, especially since these terms may affect your legal rights, such as requiring binding individual arbitration, and limiting your right to bring a lawsuit or class action for resolution of disputes between you and the RSA. If you do not agree to these terms, please immediately cease use of any of the RSA’s services.

If any provision of these Terms, or a part thereof, shall be deemed unlawful, void or for any reason unenforceable, then that provision or part thereof shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions or parts thereof.

Section 3: Our Right to Update these Terms

We may, in our sole and absolute discretion, change these terms and conditions or our Privacy Policy from time to time to comply with laws or to meet our changing business or community requirements. These revisions shall be effective for new users immediately upon being posted to our site. For those who had been previously using the RSA’s services, the applicable revisions shall be effective 30 days after posting unless otherwise stated. If you do not agree with any of the changes, you must discontinue using any and all of the RSA’s services. By continuing to use any of the RSA’s services after any changes are posted, you expressly accept any applicable changes.

These Terms may not be amended, edited or updated except in the case where there is a unanimous decision of the governing body of the RSA. These Terms constitute the final, exclusive and complete agreement between you and the RSA regarding the subject matter hereof and supersede all agreements, communications and course of dealings between you and the RSA.

You will be notified of any updates or changes to our Terms and Conditions or our Privacy Policy via an internal message from the RSA to the “My Messages” section of your account page. This can be accessed after you have signed in to your account.

Section 4: Rules for Site Usage, Account Creation and Account Usage

You agree to comply with all applicable local, national, and international laws, rules, regulations and ordinances in connection with your use of any of the RSA’s services.

The RSA’s services are not intended for anyone under 16 years of age. If you happen to be 16 years of age or younger, you may only access and/or use the RSA’s services with the involvement and supervision of your parent or guardian who has accepted these terms and conditions on their behalf and on your behalf, as your parent or guardian.

The RSA reserves the right to delete any account or deny any user access to an account or any of our services based upon our discretion, especially when a user has been found to abuse the RSA’s services or fail to follow these terms and conditions. The RSA is not obligated to provide any service to any user, in full or in part, and therefore can limit the access to certain services, pages or resources to any user, based solely upon the discretion of the RSA. Termination may be issued by simply deleting the user’s account and/or by sending a notification of termination email to the user. All provisions of this agreement that, by their nature, should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

You are responsible for maintaining the confidentiality of your username and password, and you are responsible for all activities under your account that you can reasonably control. You may not share your password or other login information with any person. Any use of your account by any person other than yourself is grounds for suspension or termination of your account. You agree to promptly notify us of any unauthorized use of your username, password or other account information, or of any other breach of security that you become aware of involving your account or the RSA. You agree not to use the account, username or password of any other account holder at any time. The RSA will not be liable for any loss that you incur as a result of someone else using your password, either with or without your knowledge.

Section 5: User Conduct

You must only use the RSA’s services for lawful purposes, and you must not use them in a way that infringes the rights of anyone else or that restricts or inhibits anyone else's enjoyment of any of the RSA’s Services. In using any of our services, and in particular, our site, you expressly acknowledge you are prohibited from, and agree that you will not without our prior express written consent act contrary to the following:

- You agree that you will not use the content of our site for any commercial exploitation whatsoever.
- You agree that you will not “stalk” or harass others, or in any way interfere with their enjoyment of the site.
- You agree that you will not create accounts under false identities (unless explicitly directed to, in writing, by the RSA for testing purposes).
- You agree that you will not allow anyone else to access your account.
- You agree to provide and maintain accurate, current and complete information for your account, including as applicable, your name and contact information.
- You agree that you will not share your password, social security number, or any other personal information on our forums, message boards, or private messages that could put you or the site at risk.
- You agree that you are taking full responsibility for your actions, and will not hold the RSA responsible for any personal injury, for any content posted by another user, or for your personal performance in sport.
- You agree not to impersonate or misrepresent your affiliation with any person or entity, including using another person’s username (“Code-Name”), password or other account information, or another person’s name or likeness, or if applicable, provide false details for a parent or guardian. You agree to conform to the steps we may take to verify the accuracy of information you provide.

- You agree that you will adhere to any rules or guidelines specified for “students” on the site.

You are solely responsible for your interactions with other members. You acknowledge and agree that the RSA does not screen its users, inquire into the backgrounds of its users or seek to verify the statements of its users, including without limitation, information or representations contained in public profiles. The RSA does not warrant, endorse or guarantee the conduct of its users or their compatibility with you, and you agree to exercise all precautions in your interactions with other users. Like all open forums on the Internet or social media, you should always be careful about what you share in a public forum, and in particular, you should never share your password, social security number or any other personal private information.

Section 6: Appropriate User Generated Content

Users of the RSA’s services may use the site to communicate, submit, link-to, upload or otherwise make available text, reviews, stories, images, photos, audio, video, media, chats, personally identifiable information (including meeting place longitude and latitude), or other content (referred to hereafter as “User Generated Content” or “UGC”). UGC that you submit through the site will be stored, maintained and used by the RSA in accordance with our Privacy Policy. Unless certain information is plainly stated as information meant to be kept private by the RSA, You acknowledge that the UGC that you submit, such as, photos, reviews, and message board entries, etc., may be accessed and viewed by the public.

Certain of the RSA’s services include public forums, which include without limitation, discussion forums, message boards, blogs, chat rooms or instant messaging features. You acknowledge these public forums are for public and not private communications. You further acknowledge that any UGC you upload, submit, post, transmit, communicate, share or exchange by means of any public forum may be viewed on the Internet by the general public, and therefore, you have no expectation of privacy with regard to any such submission or posting. You are, and shall remain, solely responsible for the UGC you upload, submit, post, transmit, communicate, share or exchange by means of any public forum and for the consequences of submitting or posting same.

You may not submit or upload UGC that the RSA determines in its sole and absolute discretion is inappropriate, illegal, infringing, false, defamatory, harassing, threatening, bigoted, hateful, violent, vulgar, obscene, pornographic, or otherwise offensive or that harms or can reasonably be expected to harm any person or entity, whether or not such material is protected by law. We have the right, but not the obligation, to monitor, screen, post, remove, modify, store and review UGC or communications you submit, at any time and for any or no reason, including to ensure that the UGC or communication conforms to these Terms, without prior notice to you.

Section 7: User Generated Content Usage Rights

You agree that you will not post any copyrighted material unless the copyright is owned by you.

We do not claim ownership to your UGC; however, you grant us a perpetual, fully paid-up, non-exclusive, sublicensable, irrevocable and royalty-free worldwide license under all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works of, publicly perform, make available and otherwise exploit such UGC, in whole or in part, in any and all media and channels now known or hereafter devised (including in connection with the RSA’s services and on third-party sites and platforms such as Facebook, YouTube and Twitter), in any number of copies and without limit as to time, manner and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person or entity. This includes without limitation our use of your UGC in connection with any advertising, product packaging, printed publications, presentations, promotional materials, events and associated marketing materials, television and digital commercials, videos, social media websites, or on our websites. We are not, however, obligated to use your UGC.

You represent and warrant that your UGC conforms to these Terms and that you own or have the necessary rights and permissions, without the need for payment to any other person or entity, to use and exploit, and to authorize us to use and exploit, your UGC in all manners contemplated by these Terms. You agree to indemnify and hold us and our affiliates and subsidiaries, and each of their respective employees and officers, harmless from any demands, loss, liability, claims or expenses (including attorneys' fees), made against us by any third party arising out of or in connection with our use and exploitation of your UGC. You also agree not to enforce any moral rights, ancillary rights or similar rights in or to the UGC against the RSA, and agree to procure the same agreement not to enforce from others who may possess such rights.

The RSA will not be responsible or liable to any third party for any UGC. We are not responsible for, and do not endorse or guarantee, the opinions, views, advice or recommendations posted or sent by other users of the RSA's Services. UGC shall not state or reflect the attitudes and opinions of the RSA, and any views and opinions expressed on our websites shall not be attributed to or otherwise endorsed by the RSA.

Section 8: Unsolicited Ideas

If you volunteer unsolicited ideas or suggestions on how the RSA may improve its services or site, on the site's forums, message boards or in a message directly to the RSA, the RSA may use these ideas or suggestions as if they originated directly from the RSA, and we are not obligated to reference you, compensate you, or discuss the development of any idea or project with you. It is likely that many ideas proposed by the community have already been contemplated by the creators of the RSA's services.

Section 9: Intellectual Property and Copyright

The HTML, PHP, CSS, JavaScript and all other code included within the RSA's services, unless elsewhere made previously and freely available to the public, are the sole property of the code's creator, N Ryan Burk, and the RSA. The reproduction, reverse engineering, reengineering, copying, or storing of any segments of code from the RSA is done so in violation of the RSA's rights, and may result in legal action. Any reproduction of functions or programs previously only made available by the RSA is also done in violation of the RSA's intellectual property rights.

This site and its pages are all privately owned and operated by Great-Dad Media. All images used here are either originally produced, used with permission, or are publically available on open source sites. Unless otherwise stated, materials herein are not available to the public to be printed, used or copied. The exceptions to this rule can be found in the files intended for users to print and are found in this public folder: "<https://www.roguesaber.com/files/>". These files are FOR YOUR PERSONAL, NON-COMMERCIAL USE ONLY.

The RSA may provide directories to other sites and services outside of the RSA, and therefore the RSA claims no ownership of any images, videos, materials or websites referenced in, listed in or presented within the site as belonging to other businesses or organizations. In the case that any business or organization opposes our referencing or linking-to their property, material or site, the RSA will gladly discontinue doing so after plain communication to the RSA from an official representative or owner of the business or organization in question has been made within a reasonable time frame.

You acknowledge and agree that the RSA's services, and any logos, names, designs, text, graphics, software, content, files, materials, and any other intellectual property rights contained therein, including without limitation any copyrights, patents, trademarks, proprietary or other rights arising therefrom are owned by the RSA. Furthermore, you acknowledge and agree that the source and object code of certain of the RSA's services (such as our mobile applications) and the format, directories, queries, algorithms, structure and organization of the same are the intellectual property, proprietary and confidential information of the RSA. You expressly agree that you will do nothing inconsistent with the RSA's ownership of the RSA's services, and that you gain no rights, title, or interest in or to any of the RSA's services, except as stated in these Terms.

For any of the RSA's services which enable you to use any software, content, or other materials owned or licensed by us only after you become validly authorized by us, we grant you a limited, revocable, non-exclusive, non-sub licensable, non-transferable license to access and use the specific services, and any related software, content, or other materials.

Section 10: Technical Prohibitions and Cyber Security Disclaimer

You are prohibited from, and expressly agree that you will not: disable or jeopardize the functioning of the RSA's services, introduce malicious software to the site, attempt to gain unauthorized access to our databases, tamper with or hinder any of the RSA's service, or corrupt the site's code. You agree that you will not introduce to the site any viruses or other harmful, disruptive, or destructive files. You agree that you will not interfere with the security of the site, access content, data or portions of our websites which are not intended for you, or log onto a server or account that you are not authorized to access. You agree not to attempt to probe, scan, or test the vulnerability of the RSA's services. You agree not to access our site through any automated means, such as "robots," "spiders," or "offline readers." You agree that you will not harvest or by any means collect the information from user accounts such as email addresses, names, birth dates, etc.

You will not hold the RSA responsible for any loss or damage that results from your access to or use of the RSA's services, including without limitation any loss or damage to any of your computers or data, as the site may contain bugs, errors, technical problems or other limitations.

Section 11: Disclaimer of Physical Safety Warranties

You agree to adhere to the requirements and standards presented in the RSA's official Safety Standards (found here: <https://www.roguesaber.com/sport.php#safety>). In all physical sport, there is a chance for injury. You and all users of the site acknowledge that even when the RSA's official Safety Standards are followed, injury can still be expected due to the nature of the sport itself. All Students of the Rogue Saber Academy agree to take full practical and legal responsibility of their own safety when training, meeting with others, and when otherwise using the resources available from the site. You agree to use the RSA's services at your sole risk. You agree to take full responsibility for your personal safety and hereby limit your right to bring a lawsuit or class action for resolution of disputes between you and the RSA. You will not hold the RSA responsible for any physical, emotional or otherwise personal injury sustained while engaging in any related sport activity or while using the RSA's services.

Section 12: Disclaimer of Product and Educational Warranties

You acknowledge and agree the RSA's services, including without limitation, any products, goods, services, websites, applications, fencing instruction, health and wellness content and advice, or information are provided "as is" and "as available", with all faults, and without performance assurances or guarantees of any kind. The majority of the information provided on our site is strictly for educational purposes. We expressly disclaim any and all warranties, conditions, and representations, express or implied, regarding the RSA's services, including without limitation any implied warranties of merchantability, fitness for a particular purpose, skill-level in competition, fencing proficiency, non-infringement, satisfactory quality, and warranties arising from course of dealing, usage or trade practice. We make no guarantee or warranty that the RSA's services will meet your requirements or that they will be uninterrupted or error-free. We further make no guarantee or warranty as to the particular health and wellness goals, skill-level goals, fencing proficiency, results, benefits or outcomes that may be achieved or obtained through use of any of the RSA's services.

Section 13: On the Use of our Online Store

The RSA reserves the right to not accept any orders if there is a material error in the description of the product or service, or if the price advertised is incorrect. We also reserve the right to refuse or discontinue the supply of any product or service to any customer, or change, suspend or discontinue any aspect of our site at any time in our sole and absolute discretion. Any weights, dimensions, and capacities shown in the descriptions of our products are approximate

only. The advertised price of an item may not represent the total price. Tax, shipping costs, and other fees may be added to the listed price and the total will be shown within the checkout process.

The RSA does not offer a general return, refund or exchange policy, and holds the right to deny any claim to a return, refund or exchange for any good or service purchased through our online store based upon our sole discretion. Unless otherwise officially stated, in writing, by the RSA, all sales are final. Any and all requests for returns, refunds or exchanges will be dealt with on a case per case basis by the RSA. We will not be responsible for any loss or damage to products that occur in transit. If returned products are lost or damaged in transit, we reserve the right to charge you for, or not refund any amounts attributable to, any such lost or damaged products.

We reserve the right to refuse or cancel any order prior to delivery. We also may require additional verification or information before accepting an order. We will contact you if any portion of your order is cancelled or if additional information is required to accept your order. If your order is cancelled after we have processed your payment but prior to delivery, we will of course refund your payment.

The RSA reserves the right to refuse or discontinue the supply of any product or service to any customer, or change, suspend or discontinue any aspect of our site at any time in our sole and absolute discretion;

All order processing and transactions within the RSA's online store are done through the services of PayPal. For information on how PayPal keeps payment information private, and how buyer information is processed, please refer to PayPal's terms and conditions found through their website: <https://www.paypal.com>.

In the instances when you may be asked to provide any personal or payment information to us for any reason, you agree to only provide true, accurate, current, and complete information. By providing any credit card or other payment card information to us, you represent that such payment information is correct, and belongs to you or you have the authority to use such payment card. In the case of e-mail, you must provide an accurate e-mail address that is registered to you. You are responsible for promptly updating your information with any changes, especially to keep your billing information current.

Please note that any shipping timeframes we provide are good faith estimates and may be subject to change. We will take commercially reasonable efforts to ship your physical products within the timeframe we provided to you at the time of purchase. If no timeframe is given, then a package sent to a location within the United States can be expected no sooner than one day after purchase and no later than four weeks after the purchase.

If you sign up for a regular donation or subscription service, you authorize the RSA to charge the payment method you initially provided regularly (monthly, or otherwise, according to the product's description) indefinitely, until you cancel the donation or subscription through our designated forms for doing so. A casual or written request that is not done through our official process available through our store may not be honored by the RSA. If a cancellation of a regular payment is done in less than three days before the regular charge would be expected to take place, the charge may still automatically go through. Therefore, you are responsible for cancelling a regular payment before that time. The regular charges will typically occur on or around the same day of the month as your initial purchase, although some charges may be delayed for business or legal reasons.

Section 14: Legal Disputes with the RSA

The terms of this Section shall apply to all disputes between you and the RSA. For the purposes of this Section, "Dispute" shall mean any dispute, claim, or action between you and the RSA arising under or relating to any of the RSA's services, the site, these Terms, or any other transaction involving you and the RSA, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis, and shall be interpreted to be given the broadest meaning allowable under law. Moreover, notwithstanding anything else in these Terms, you agree that a court, not the arbitrator, may decide if a claim falls within one of these four exceptions.

In the event of a Dispute, you or the RSA must first send to the other party a notice of the Dispute that shall include a written statement that sets forth the name, address and contact information of the party giving it, the facts

giving rise to the Dispute, and the relief requested (the “Dispute Notice”). If sent in an email, the subject of the email must include the words “Dispute Notice” plainly representing the nature of the message. Before any arbitration or any sort of legal action can be taken, you and the RSA must observe a 90 day waiting period in which an agreement or resolution can be negotiated. Following submission and receipt of the Dispute Notice, each of us agrees to act in good faith to seek to seek a full resolution to the situation.

Section 15: Advertiser Relationships

At this time, the RSA has no arrangements with any third party advertisers on our site. We are not paid to promote, endorse or review any items or service on behalf of any third party business or entity.

Section 16: Affiliation Disclaimer

The term “lightsaber” is used within the site and within the RSA’s services to refer to the “combat saber,” a fandom-inspired unique and original product deserving of the classification of “sport equipment” made available only through various private entities with no affiliation (or claim to affiliation) with Lucasfilm Ltd or the Disney Corporation. The site is not an official site of Lucasfilm Ltd., the Disney Corporation, or any of their affiliates. The RSA is not endorsed by or affiliated with these organizations, and makes no claim of any such endorsement or affiliation. Furthermore, the RSA does not claim (nor do any of our “instructors,” “trainers” or “masters”) any official or certified standing as an instructor of Kendo, Kenjutsu, Iaido, Historic European Martial Arts (HEMA) or any other martial art; nor do we claim any official or certified standing as instructors of Olympic fencing, foil, sabre or epee. The RSA sees its instructions, lessons and classes as introductory to these disciplines, not as official representations of the disciplines themselves. The RSA makes no claim of affiliation with any recognized martial arts or fencing league or organization unless such a claim is plainly stated by the RSA on the site.

Our Privacy Policy

Section A: What Personal Information We Collect

The RSA collects your personal information online when you voluntarily provide it to us. If you choose to register online, we ask you to provide limited personal information, such as your name, date of birth, email address, gender and the longitude and latitude of a public meeting location near you. We also collect information that will allow you to establish a username (referred to as a “Code-Name”) and password.

Section B: How to Review and Change Your Personal Information

All users of the site with an account may edit their personal information by first using the “Log-in/Register” form at the top of the page, by clicking on the “edit my profile” link found in the “My Account” drop-down menu at the top of the page, and then by selecting and filling out the proper form from the options provided.

Section C: How your Information is used

We will not disclose any of your provided user information to a third party that is not already made clearly and apparently available to the public on the site (such as the information on your “Duelist Card”), unless legally required to do so. Most notably, the information that is kept private by the RSA is your email address and your full legal name. A user’s email address is required in the creation of an account and is stored on a database. The RSA stores the address indefinitely, and will only copy it in cases of a full system back-up for security purposes. No email addresses will be sold or made available to third parties or other companies or organizations by the RSA. A user’s email address is used by the RSA in the following ways:

- To find the user’s account in the log-in process after it has been matched with their password.

- To send the user a temporary password after they have requested one via a form on the site. This is done in the event that a user forgets his or her log-in information.
- To alert users of events in which they are specifically invited to participate. Users are given the option to remove their profile from the main page by which other users generate such invitations. No other user is permitted access to another's email address. Rather, email notifications are generated by the RSA without the exposure of the email address to the other party involved.
- To contact a user if the user has requested contact from the RSA via email.
- To contact a user directly (in rare instances) in matters concerning the user's personal safety or in some other emergency. The RSA will not foreseeably contact a user via their email address (without the user's permission) except in the cases above, but reserves the right to do so for account-related, non-promotional communication, especially in the case where the site's internal communication methods are deemed inadequate by the RSA.

A user's full name (their first and last) is also required upon the creation of a student account. This information is kept confidential by the RSA, stored on a database, and is not shown to the public. The RSA only uses the "real" full legal name of a user in the following ways:

- In confidential communications between the user and the RSA via the site's internal messaging systems or otherwise.
- In official physical certificates purchased by the user via the site's online store.

In the case where information is gathered from the user without their direct knowledge and input (for example, when the time of a form submission is recorded), the RSA reserves the right to determine whether or not that information is displayed publically. You agree that all other information you knowingly provide to the RSA (including profile pictures) can be stored by the RSA and displayed to the public. For example, a user's gender will be displayed on their "duelist card" for other users to see within the "Duel Finder System." No profile information (such as age, gender, profile picture, etc.) provided by users of the RSA's services is made available to third parties, except as it is made available to the public via how it is displayed to other users on the site.

Any and all payment information, including a user's payment address and credit card information, is handled and processed via PayPal's checkout system. For information on how that private data is processed and stored, please refer to PayPal's terms and Conditions and Privacy Policy available on their website: <https://www.paypal.com>. The RSA is not given access to a user's payment information, but will receive a user's shipping address, contact information, and full name from PayPal as it applies to the product purchased.

Section D: How Your Information is protected

We exercise great care to protect your personal information. This includes, among other things, using industry standard techniques such as firewalls and encryption. As a result, while we strive to protect your personal information, we cannot ensure or warrant the security of any information you transmit to us or receive from us. We review and update our security arrangements annually and from time to time as we deem appropriate. To help keep your account and information secure, be sure to never divulge your password to others, sign out of your account before leaving the site, and update your password to something new and original from time to time.