

The Horseracing Integrity and Welfare Unit

Terms And Conditions of Use

Last Updated: November 18, 2022

IMPORTANT: READ CAREFULLY. Please read these Terms and Conditions of Use (these “Terms of Use”) carefully as they contain important information about your legal rights, remedies and obligations. These Terms of Use are a legal contract between you and HIWU (as defined herein). By accessing the Service (as defined below), you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use or any provision of them, please exit the Service and refrain from all further use of it.

The Horseracing Integrity and Welfare Unit (HIWU), a division of Drug Free Sport, LLC (“we”, “us”, “our” or “HIWU”), was established to administer the rules and enforcement mechanisms of the Horseracing Integrity and Safety Authority’s (the “Authority” or “HISA”) Anti-Doping and Medication Control (ADMC) Program. HISA was created pursuant to the Horseracing Safety and Integrity Act of 2020 (the “Act”) and operates subject to the Act and the regulations promulgated under the Act.

1. User’s Acknowledgment and Acceptance of Terms.

HIWU provides the website www.hiwu.org (the “Website”) and all services offered by us through the Website or otherwise, including without limitation, all mobile, tablet, and other smart devices applications and application program interfaces and associated services (collectively, the “Service”) subject to your compliance with all the terms, conditions, and notices contained or referenced in these Terms of Use, as well as any other written agreement between you and/or your company, as applicable (at times, “you” or “user(s)”) and us. As used in these Terms of Use, references to our “Affiliates” include our affiliated companies, officers, directors, suppliers, partners, contractors, licensors, and sponsors, and includes (without limitation) all individuals and entities involved in creating, producing, and/or delivering the Service and/or its contents.

BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE FOR YOURSELF AND ANY INDIVIDUAL OR ENTITY THAT ACCESSES AND/OR USES THE SERVICE. IF YOU DO NOT WISH TO BE BOUND BY THE THESE TERMS OF USE, PLEASE EXIT THE SERVICE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THE SERVICE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THE SERVICE, IS TO STOP USING THE SERVICE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THE SERVICE.

In the event any individual or entity acting in his or her official capacity for a governmental agency is unable to accept these Terms of Use on behalf of the agency due to a conflict with state or federal law, HIWU will work with that agency and use commercially reasonable efforts to resolve the conflict.

These Terms of Use apply exclusively to your access and use of our Website, and do not alter the terms or conditions of any other agreements or regulatory obligations you may have with HIWU. Additional terms and policies may apply to use of all or a portion of our Website and are incorporated by reference into these Terms of Use. In the event of a conflict between these Terms of Use and the Act or regulations thereunder, the Act or applicable regulations shall control.

2. Amendments or Updates to Terms of Use.

These Terms of Use are effective as of the date set forth above. We reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review the Service and these Terms of Use periodically and to be aware of any modification(s). Your continued use of the Service after such modification(s) will constitute your acknowledgment of the modified Terms of Use and agreement to abide and be bound by such modified Terms of Use.

3. Separate Terms.

The access to or use of certain areas and features of the Service may be subject to separate policies, standards or guidelines, or may require that you accept additional terms and conditions. If there is a conflict between these Terms of Use and terms and conditions applicable to a specific area or feature of the Service, the latter terms and conditions will take precedence with respect to your access to or use of that area or feature, unless specified otherwise. In the event of a conflict between these Terms of Use and the Act or regulations thereunder, the Act or applicable regulations shall control.

4. Services.

We reserve the sole right to modify or discontinue the Service, including any features therein, at any time with or without notice to you. We shall not be liable to you or any third party should we exercise such right. Modifications may include, but are not limited to, changes in the pricing structure, the addition of fee-based services, or changes to limitations on allowable file sizes. Any new features that augment or enhance the then-current services provided on or through the Service also shall be fully subject to these Terms of Use.

You understand and agree that temporary interruptions of the services available on or through the Service may occur from time to time as normal events. You further understand and agree that: (a) we have no control over third party networks that you may access in the course of accessing and using the Service; and (b) therefore, delays and disruptions of other network transmissions are completely beyond our control.

You understand and agree that the services available on or through the Service are provided “AS IS” and that we assume no responsibility for the timeliness, deletion, mis-delivery, or failure to store any user communications or personalization settings in or through the Service.

5. Rules of Conduct.

We expect users of the Service to respect the law and the rights and dignity of others. While using the Service, you agree to comply with all applicable laws, rules and regulations. In addition, your use of the Service is conditioned on your compliance with the rules of conduct set forth in these Terms of Use and failure to comply may result in termination of your access to the Service. If we are made aware of any information or materials posted, transmitted, or otherwise made available through or in connection with the Service that may be a violation of any law, regulation, or right of a third party, or a violation of these Terms of Use, we have the right, but not the obligation, to remove or disable access to the respective information or materials. Any act or use by you that violates any of the above agreements is strictly prohibited and shall be a material breach of these Terms. You agree that we may at any time, and at our sole instance and in our absolute discretion, revoke your right to use the Service without prior notice to you for violating any of the provisions of these Terms of Use and/or of HIWU’s Privacy Policy [\[LINK\]](#). In addition, you acknowledge that we will cooperate fully with investigations of violations of systems or network security at or through other websites or applications, including cooperating with law enforcement authorities in investigating suspected criminal violations.

6. Content.

Proprietary Rights: The Service may, in its entirety or in part, be protected by copyright, trademark, and/or other laws of the United States. You acknowledge and agree that the Service, including all associated intellectual property rights, are the exclusive property of HIWU, the Authority, and/or their licensors or authorizing third parties. You will not remove, alter, or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying the Service. All trademarks, service marks, logos, trade names, and any other source identifiers of the Authority or HIWU used on or in connection with Service are trademarks or registered trademarks of the Authority or HIWU in the United States. Trademarks, service marks, logos, trade names, and any other proprietary designations of third parties used on or in connection with the Service are used for identification purposes only and may be the property of their respective owners.

Prohibited Uses: You will not use, copy, adapt, modify, prepare derivative works of, distribute, license, sell, transfer, publicly display, publicly perform, transmit, broadcast, or otherwise exploit the Service. No licenses or rights are granted to you (by implication or otherwise) under any intellectual property rights owned or controlled by the Authority or HIWU or their licensors other than the limited license to (a) use

the Service on your personal device(s), and (b) access and view any content made available through the Service and accessible to you, solely for your personal and non-commercial use.

License: By creating, uploading, posting, sending, receiving, storing, or otherwise making available any user content on or through the Service, you grant to HIWU a non-exclusive, worldwide, royalty-free, irrevocable, perpetual (or for the term of the protection), sub-licensable, and transferable license to such user content, to access, use, store, copy, modify, prepare derivative works of, distribute, publish, transmit, stream, broadcast, and otherwise exploit in any manner such user content to provide and/or promote the Service, in any media or platform.

User Warranties: You are solely responsible for all user content that you make available on or through the Service. Accordingly, you represent and warrant that: (a) you either are the sole and exclusive owner of all user content that you make available on or through the Service or you have all rights, licenses, consents, and releases that are necessary to grant to HIWU the rights in and to such user content, as contemplated under these Terms; and (b) the user content, your posting, uploading, publication, submission or transmittal of the user content, and HIWU's use of such user content (or any portion thereof) does not and will not infringe, misappropriate, or violate a third party's patent, copyright, trademark, trade secret, moral rights, or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Prohibited User Conduct: You will not post, upload, publish, submit, or transmit any user content that: (a) is fraudulent, false, misleading (directly or by omission, including, but not limited to, failure to update information), or deceptive; (b) is defamatory, libelous, obscene, pornographic, vulgar or offensive; (c) promotes discrimination, bigotry, racism, hatred, harassment, or harm against any individual or group; (d) is violent or threatening or promotes violence or actions that are threatening to any other person or animal; (e) promotes illegal or harmful activities or substances; or (f) violates any HIWU or HISA policy or standard. HIWU may, without prior notice, remove or disable access to any user content that HIWU finds to be in violation of these Terms or HIWU's then-current policies or standards, or otherwise may be harmful or objectionable to HIWU, its users, or third parties.

Copyright Law: HIWU respects copyright law and expects its visitors to do the same. If you believe that any content on the Service infringes copyrights you own, please notify us immediately by following the instructions provided in the Contact Us section of these Terms.

7. Third Party Websites, Services, Applications, and Information.

The Service may link you to other websites on the Internet or otherwise include references to information, documents, software, materials, and/or services provided by other individuals or entities. Those external sites may contain information or material that some people may find inappropriate or offensive. Those external sites and individuals and entities are not under our control, and you acknowledge that: (a) we are not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such external sites; and (b) we are not responsible for errors or omissions in any references to other individuals or entities and/or their products and services. The inclusion of such a link or reference is provided merely as a convenience and does not imply endorsement of, or association with, the Service or any individual or entity by us, or any warranty of any kind, either express or implied.

8. DISCLAIMER OF WARRANTIES.

ALL MATERIALS AND SERVICES AVAILABLE ON OR THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THE WARRANTY OF NONINFRINGEMENT. WITHOUT LIMITING THE FOREGOING, WE MAKE NO WARRANTY THAT: (A) ANY SERVICES AND MATERIALS WILL MEET YOUR REQUIREMENTS; (B) ANY SERVICES AND MATERIALS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF ANY SERVICES OR MATERIALS WILL BE EFFECTIVE, ACCURATE, OR RELIABLE; OR (D) THE QUALITY OF ANY SERVICES OR INFORMATION OBTAINED BY YOU FROM OR THROUGH THE SERVICE FROM US OR OUR AFFILIATES WILL MEET YOUR EXPECTATIONS OR BE FREE FROM MISTAKES, ERRORS, DEFECTS, BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED ON

OR THROUGH THE SERVICE BY AND INDIVIDUALS OR ENTITIES, INCLUDING THIRD PARTIES.

THE SERVICE COULD INCLUDE TECHNICAL OR OTHER MISTAKES, INACCURACIES, OR TYPOGRAPHICAL ERRORS. WE MAY MAKE CHANGES TO THE MATERIALS AND SERVICES AT OR ON THE SERVICE, INCLUDING THE PRICES AND DESCRIPTIONS OF ANY PRODUCTS OR SERVICES LISTED THEREIN, AT ANY TIME WITHOUT NOTICE. THE MATERIALS OR SERVICES AT OR ON THE SERVICE MAY BE OUT OF DATE, AND WE MAKE NO COMMITMENT TO UPDATE ANY SUCH MATERIALS OR SERVICES.

THE USE OF THE SERVICES OR THE DOWNLOADING OR OTHER ACQUISITION OF ANY MATERIALS AVAILABLE OR ACCESSED ON OR THROUGH THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND WITH YOUR AGREEMENT THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM SUCH ACTIVITIES, IN ADDITION TO ANY OTHER LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE ON OR THROUGH THE SERVICE. YOU UNDERSTAND AND AGREE THAT YOU ACCESS AND USE THE SERVICE AT YOUR OWN RISK.

WE MAKE NO WARRANTY REGARDING ANY TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH, THE SERVICE, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE SERVICE FROM A THIRD-PARTY INDIVIDUAL OR ENTITY IS PROVIDED SOLELY BY SUCH THIRD-PARTY INDIVIDUAL OR ENTITY AND NOT BY US OR ANY OF OUR AFFILIATES, CONTRACTORS OR SERVICE PROVIDERS.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability.

IN NO EVENT SHALL HIWU, ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, OWNERS, OR AGENTS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES) RESULTING FROM USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (B) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM ANY VISITOR'S ACCESS TO AND USE OF THE SERVICE, (C) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, (D) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE, WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (E) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. IF ANY PART OF THIS LIMITATION OF LIABILITY IS INVALID, ILLEGAL, OR UNENFORCEABLE, THEN THE AGGREGATE LIABILITY OF THE AUTHORITY AND OUR AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, OWNERS, AND AGENTS UNDER SUCH CIRCUMSTANCES TO YOU OR TO ANYONE ELSE WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100,00). SOME OF THE ABOVE DISCLAIMERS AND LIMITATIONS MAY NOT APPLY TO YOU IF THEY ARE NOT PERMITTED BY THE LAWS OF YOUR JURISDICTION.

10. Indemnification.

You agree to defend, indemnify, and hold HIWU, its Affiliates, and each of their respective employees, officers, directors, owners and agents harmless from any and all liabilities, claims, and expenses,

including attorney's fees and expenses, that arise from: (a) your use or misuse of the Service; (b) your breach of these Terms of Use; and (c) your breach of any applicable laws, regulations, or third-party rights. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any and all available defenses.

11. International Use.

Although the Service may be accessible worldwide, we make no representation that materials available on or through the Service are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Service from other locations do so on their own initiative and are responsible for compliance with all applicable laws. Any offer for any product, service, and/or information made in connection with or through the Service is void where prohibited.

Software available on or through the Service is subject to United States Export Controls. No software from the Service may be downloaded or exported: (a) into (or to a resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other country concerning which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of "Specially Designated Nationals" or the United States Commerce Department's "Table of Deny Orders." By downloading or using the software available on or through the Service, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such prohibited list.

12. Termination of Use.

You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the Service with or without notice and for any reason, including, without limitation, breach of these Terms of Use. Any suspected fraudulent, abusive, or illegal activity may be grounds for terminating your relationship and may be referred to appropriate law enforcement authorities.

Upon termination or suspension, regardless of the reasons therefore, your right to use the Service will cease immediately, and you acknowledge and agree that we may immediately deactivate or delete your account, and all related information and files in your account and/or bar any further access to such files or the Service. We shall not be liable to you or any third-party individual or entity for any claims or damages arising out of any termination or suspension or any other actions taken by us in connection therewith. Unless prohibited by applicable law, the provisions of these Terms that should reasonably survive termination will remain in effect, including without limitation, Sections 6, 8, 9, 10, 12, and 13 of these Terms of Use.

13. Governing Law.

These Terms of Use and the relationship between you and HIWU with respect to the Service shall be governed by the laws of the State of Missouri without regard to the conflicts of laws rules thereof.

14. Contact Us.

If you have any questions about these Terms of Use please contact us:

Horseracing Integrity and Welfare Unit

Legal Department
2537 Madison Avenue
Kansas City, MO 64108
hiwu@hiwu.org

15. Miscellaneous.

Entire Agreement: The terms and conditions set forth in these Terms of Use, together with the Act and underlying regulations, constitute the entire agreement and understanding between you and us concerning the

subject matter hereof and supersede all prior agreements and understandings between you and us with respect to such subject matter.

No Modification. These Terms of Use may not be altered, supplemented, or amended by the use of any other document(s), except as otherwise expressly provided for in these Terms of Use. Any attempt to alter, supplement, or amend this document or to enter an order for products or services that are subject to additional or altered terms and conditions shall be null and void, unless otherwise agreed to in a written agreement signed by you and us. To the extent that anything in or associated with the Service is in conflict or inconsistent with these Terms of Use, these Terms of Use shall take precedence. In the event of a conflict between these Terms of Use and the Act or regulations thereunder, the Act or applicable regulations shall control.

Costs and Expenses: In any action to enforce these Terms of Use, the prevailing party will be entitled to reimbursement for costs and attorneys' fees incurred. Any cause of action brought by you against us or our Affiliates must be instituted with one (1) year after the cause of action arises or be deemed forever waived and barred. For clarity, such limitation will not apply to any cause of action by us against you, as all such causes of action will be limited only by applicable law. Notwithstanding anything in these Terms of Use to the contrary, and to avoid any doubt, you retain all applicable personal information and other rights as set forth in our Privacy Policy, including without limitation, your rights to have your personal information erased and your rights to close your account.

Injunction: In the event of any actual or threatened unauthorized use of the HIWU's Website, HIWU will be entitled, without waiving any other right or remedies, to immediate injunctive or equitable relief from a court of competent jurisdiction and may obtain any order restraining any threatened or future unauthorized use or loss in each case on use of affidavit evidence or otherwise and without furnishing proof of actual damages or posting a bond or other surety.

Limitations Period: Any claim or cause of action arising out of or related to use of the Service or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred unless a longer period is mandated by applicable statute and, in such a case, you are limited to the maximum period permitted by law.

Assignment: You may not assign your rights and obligations under these Terms of Use to any individual or entity, and any purported attempt to do so shall be null and void. We may freely assign our rights and obligations under these Terms of Use without your consent.

Severability: In the event that any portion of these Terms of Use is held to be invalid, the invalidity of such provision will not affect the validity of the remaining provisions of the Terms, which will remain in full force and effect.

No Waiver: Any failure by us to enforce or exercise any provision(s) of these Terms of Use or related rights shall not constitute a waiver of that provision or right or of any other or additional rights.

Third-Party Beneficiary: HIWU's Affiliates are intended third-party beneficiaries under this Agreement with the right to enforce the provisions that directly concern the Services to which they have rights.