



TERMS OF USE

Last Updated and Effective as of 11/28/2022

Overview

Welcome to SnoBoxPro! This service is owned or operated by SnoBoxPro LLC. (“**SnoBoxPro**”, “**us**,” “**our**,” or “**we**”). These Terms of Use (“**Terms**”) set forth the terms and conditions under which you are authorized to access and use our “**Services**” which include our:

- Website at snoboxpro.com and snobox.pro (including any subdomains or mobile versions our “**Site**”),
- Online services, applications, and related APIs; (“**Apps**”); and
- Apps accessed via Client websites that are powered by SnoBoxPro (“**Client Pages**”).

Through your use of our Services, you agree to these Terms.

Additional Agreements

To the extent additional SnoBoxPro terms or policies apply to your use of our Services, those terms and policies (including the [Privacy Policy](#)) are hereby incorporated by reference into these Terms.

Additionally, we provide the Services to ski shops, resorts, and other outdoor recreation partners that subscribe to our Services (our “**Clients**”). Our Clients’ authorized users (“**Authorized Users**”), and individuals may access or use our Services, whether directly or via a Client Page or related dashboard (“**Users**”).

If you are a User accessing our Services from a Client Page, any terms of the Client’s websites/services may apply, as well as any agreements you may have with the Client (e.g. waivers or rental agreements). If you are an Authorized User or Client, your subscription agreement or other contract with SnoBoxPro (“**Services Agreement**”) will apply. In the event of a conflict between these Terms, our Privacy Policy, or any Services Agreement, the Privacy Policy or Services Agreement shall control to the extent of such conflict. Capitalized terms not defined in these Terms will have the definition set forth in our Privacy Policy.

Your Access to the Services

As a condition of your right to access and use our Services, you must be at least 18 years of age (or the age of majority in your jurisdiction), or acting under the supervision and with the consent of your parent/guardian if you are a minor, and you represent and warrant that you are not a person barred from accessing the Services under the laws of the United States or any other country. SnoBoxPro reserves the right to terminate your access in the event you violate these Terms or any Services Agreement. **YOU ARE ENTIRELY RESPONSIBLE FOR ALL ACTIVITIES CONDUCTED IN CONNECTION WITH THE USE OF THE SERVICES ON YOUR DEVICE(S) OR UNDER YOUR ACCOUNT.**



Third-Party Services and Content

We may use third party service providers in order to provide the Services to you. Third parties are not governed by these Terms. You acknowledge that any reliance on representations and warranties provided by any party other than SnoBoxPro will be at your own risk. Your use of any third-party operated websites/services may be subject to additional terms of use and privacy policies.

Consent to Electronic Communications

By using the Services, you agree that SnoBoxPro may communicate with you electronically regarding your use of the Services and related matters, and that any notices, agreements, disclosures or other communications that SnoBoxPro sends to you electronically will satisfy any legal communication requirements, including that the communications be in writing. To withdraw your consent to your receipt of electronic notice, please notify SnoBoxPro at: [legal@snoeboxpro.com]

Modifications and Interruption to the Services

We reserve the right to modify or discontinue all or any portion of our Services with or without notice to you. We will not be liable if we choose to exercise this right. You acknowledge and accept that we do not guarantee continuous, uninterrupted or secure access to our Services, or that our Services will be error free. You understand that usage of our Services may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

Restricted Activities

You may not engage in any of the following with regard to the Services (including without limitation posting or transmitting content through the Services):

- (1) violate or encourage the violation of any local, state, national, or international law or regulation;
- (2) collect or store personal data about other users of our Services or solicit personal information from any individual without proper rights or consent of the individual;
- (3) send or promote any message that is unlawful, libelous, defamatory, abusive, sexually explicit, threatening, vulgar, obscene, profane, disparaging regarding racial, gender or ethnic background, any statement that you have reason to know is false or misleading, or otherwise objectionable messages, as determined by SnoBoxPro in its sole discretion;
- (4) infringe any patent, trademark, trade secret, copyright, right of publicity or privacy, or other right of any party, or distribute any content you do not have a right to make available under any law or under contractual or fiduciary relationships;
- (5) promote or distribute any unauthorized advertising, promotional materials, or material which can be characterized as "junk mail," "spam," "chain letters," "pyramid schemes," or similar material, any request for or



- solicitation of money, goods, or services for private gain, or any information posted primarily for advertising, promotional, or other commercial purposes;
- (6) disrupt or interfere with the security or use of the Services or any websites or content linked to them;
 - (7) interfere with or damage the integrity of the Services, including, without limitation, through the use of viruses, Trojan horses, harmful code, denial of service attacks, packet or IP spoofing, forged routing or email address information or similar methods or technology or disobey any requirements, procedures, policies, or regulations of networks connected to our Services;
 - (8) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs or Trojan horses;
 - (9) attempt to use another user ID, person or entity, misrepresent your affiliation with a person or entity, including (without limitation) SnoBoxPro or create or use a false identity;
 - (10) attempt to obtain unauthorized access to the Services or portions thereof that are restricted from general access;
 - (11) use any meta tags or any other “hidden text” utilizing the SnoBoxPro name, or our trademarks or product names;
 - (12) attempt to reverse engineer or otherwise derive or obtain the code in any form for any software used in the Services;
 - (13) engage in any activity that interferes with any third party’s ability to use or enjoy the Services; or
 - (14) assist any third party in engaging in any activity prohibited by these Terms.

Further, without our written consent, you may not:

- (1) reproduce, duplicate, copy, sell, resell, create derivative works, or exploit for any commercial purpose any SnoBoxPro content or any use of or access to the Services;
- (2) use any high volume, automated, or electronic means (including, without limitation, robots, spiders, scripts, or other automated devices) to access the Services or monitor or copy our web pages or the content contained thereon;
- (3) deep link to the Services for any purpose; or frame the Services, place pop-up windows over any content, or otherwise affect the display of the Services;
- (4) access the Services in order to build a competitive service or to benchmark with a non-SnoBoxPro service; or
- (5) reverse engineer the Services (to the extent such restriction is permitted by law).

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, SNOBOXPRO, ITS RELATED ENTITIES, ITS SERVICE PROVIDERS, ITS LICENSORS, AND ITS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS (COLLECTIVELY THE “**COMPANY PARTIES**”) EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, RELATED TO OUR SERVICES. ¹¹_{SEP} YOU UNDERSTAND AND AGREE THAT YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES AND ALL CONTENT, PRODUCTS



AND SERVICES OFFERED THROUGH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COMPANY PARTIES ARE NOT RESPONSIBLE FOR THE TIMELINESS OF DELIVERY OF CONTENT, ANY FAILURES OF DELIVERY, ERRONEOUS DELETION, OR ANY LOSS OR DAMAGE OF ANY KIND YOU CLAIM WAS INCURRED AS A RESULT OF THE USE OF ANY SERVICES. UNDER NO CIRCUMSTANCES, WILL ANY OF THE COMPANY PARTIES BE LIABLE TO YOU OR TO ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR ANY LOSS, INJURY, LIABILITY OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR ACCESS TO, USE OF, INABILITY TO USE, OR RELIANCE ON ANY OF OUR SERVICES OR ANY CONTENT, PRODUCT OR SERVICE PROVIDED TO YOU THROUGH OR IN CONNECTION WITH ANY OF OUR SERVICES. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, GOODWILL, REVENUE OR PROFITS. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS; EVEN IF ANY COMPANY PARTY HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. ^{L}_{SEP} IF ANY PART OF THIS LIMITATION OF LIABILITY IS FOUND TO BE INVALID, ILLEGAL OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE COMPANY PARTIES UNDER SUCH CIRCUMSTANCES TO YOU OR ANY PERSON OR ENTITY CLAIMING THROUGH YOU FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES AND LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

You acknowledge that you may have or may in the future have claims against us which you do not know or suspect to exist in your favor when you agreed to these Terms and which if known, might materially affect your consent to these Terms. You expressly waive all rights you may have under Section 1542 of the California Civil Code, which states:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Copyright and Trademark Information

All content, copyrightable material, and other intellectual property rights in the content available on our Services, including without limitation design, text, graphics, interfaces, and the selection and arrangements thereof (collectively "**Content**"), are owned by SnoBoxPro, its Clients, or users with all rights reserved, and in some cases may be licensed to SnoBoxPro by the Client, a User, or other third parties. This Content is protected by the intellectual property rights of SnoBoxPro or those owners. All Content which qualifies for protection under U.S. Federal Copyright Law is subject to the exclusive jurisdiction of the Federal Court System, whether registered or unregistered. All trademarks displayed on our Services are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of such parties. In addition, such use of trademarks or



links to the websites of third parties is not intended to imply, directly or indirectly, that those third parties endorse or have any affiliation with SnoBoxPro.

User-Submitted Content

Any content uploaded, posted, submitted, or otherwise made available by Clients or Users of the Services, including without limitation all files, documents and any other Content which does not originate with SnoBoxPro ("**User Content**"), is the sole responsibility of the person who made such User Content available on the Services. Under no circumstances will SnoBoxPro be liable in any way for any User Content made available through the Services by you or any third party.

Since SnoBoxPro does not control the User Content posted on the Services, it does not guarantee the truthfulness, integrity, accuracy, suitability, or quality of that User Content, and it does not endorse such User Content. You also agree and understand that by accessing the Services, you may encounter Content that you may consider to be objectionable. User Content is owned by the author thereof, and SnoBoxPro does not claim ownership of such User Content. SnoBoxPro reserves the right (but has no obligation) in its sole discretion to pre-screen, edit, refuse, move or remove any User Content that is posted on the Services. You agree that the exercise by SnoBoxPro of such discretion shall not convert or transform User Content to content owned or provided by SnoBoxPro, and the User who made such User Content available on the Services will retain ownership thereof as described below.

Permitted Use of the Content

Any use of Content on the Services, including without limitation reproduction for purposes other than those noted herein, modification, distribution, replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of SnoBoxPro or as part of a Clients agreement with SnoBoxPro, is strictly prohibited. With the exception of search engines, you agree that you will not use any robot, spider, or other automatic device, or manual process to monitor or copy our web pages or the Content contained therein without prior written permission of SnoBoxPro. You may not make any use of Content owned by any third parties which is available on the Services, without the express consent of those third parties.

Content Complaints

If you believe that any Content on our Services violates these Terms or is otherwise inappropriate, please report the Content by contacting us at: [legal@snoboxpro.com].

Notification of Claimed Copyright Infringement

In the event that you find Content posted on our Services which you believe to be an infringement of the copyright of any third party, please immediately contact SnoBoxPro's Copyright Agent as described below. To report any



alleged infringement, please contact us in writing by providing a signed statement containing the following information pursuant to the Digital Millennium Copyright Act ("DMCA"):

Your name, address, telephone number, and email address, and if you are acting on behalf of the owner of the intellectual property, the name of the owner;

- 1) a statement, made under penalty of perjury, that you are the owner of the copyright or are authorized to act on behalf of the owner;
- 2) a detailed description of the copyrighted work or other intellectual property that you claim has been infringed;
- 3) if your claim is based on a registered work, the registration number, and the date of issuance of the registration;
- 4) a description of the infringing material and the URL where such material is located on the Services, or a description of where on our Services you found such material;
- 5) your written statement that you believe, in good faith, that the use of the work on our Services has not been authorized by the true owner of the work, its agent, or as a matter of law; and
- 6) a statement that all of the information you have provided is true.

Please send your notice of alleged infringement to us:

[P.O.Box 3187, Breckenridge, CO. 80424]

and

E-mail: [legal@snooboxpro.com], subject line "DMCA Notice"

In accordance with the DMCA, it is the policy of SnoBoxPro to terminate use of our Services by repeat infringers in appropriate circumstances.

Indemnification

You agree to indemnify and hold the Company Parties harmless from any allegation, claim, or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of any Content you make available on our Services, or other use of our Services in a manner not permitted by these Terms, including without limitation your actual or alleged violation of these Terms, or infringement of a third party's intellectual property or other rights by you, or another User of our Services using your computer, device or account.

Services Restrictions, Alterations and Terminations

SnoBoxPro shall not be responsible for any delays or interruptions of, or errors or omissions contained in, the Services. SnoBoxPro reserves the right, but shall not be required, to correct and delays, interruptions, errors or omissions. SnoBoxPro may discontinue or alter any aspect of this Services, including, but not limited to: (i) restricting the time of availability, (ii) restricting the availability and/or scope of the Services for certain users, (iii) restricting



the amount of use permitted, and (iv) restricting or terminating any User's right to use this service, at SnoBoxPro's sole discretion and without prior notice or liability.

Username, Passwords and Security

You shall keep confidential, shall not disseminate, and shall use solely in accordance with this Agreement, your username and password for the Services. You shall immediately notify SnoBoxPro if you learn of or suspect: (i) any loss or theft of your username or password, or (ii) any unauthorized use of your username or password or of the Services. In the event of such loss, theft, or unauthorized use, SnoBoxPro may impose on you, at SnoBoxPro's sole discretion, additional security obligations. If any unauthorized person obtains access to the Services as a result of any act or omission by you, you shall use your best efforts to ascertain the source and manner of acquisition and shall fully and promptly brief SnoBoxPro. You shall otherwise cooperate and assist in any investigation relating to any such unauthorized access.

Providing Feedback to SnoBoxPro

We welcome your comments and feedback about our Services. All information and materials submitted to SnoBoxPro through the Services or otherwise, such as any comments, feedback, ideas, questions, designs, data or the like regarding or relating to the Services or the business of SnoBoxPro (collectively, "**Feedback**"), will be considered NON-CONFIDENTIAL and NON-PROPRIETARY with regard to you, but SnoBoxPro reserves the right to treat any such Feedback as the confidential information of SnoBoxPro.

By submitting Feedback to SnoBoxPro, you assign to the Company Parties, free of charge, all worldwide rights, title and interest in all copyrights and other intellectual property rights in such Feedback. The Company Parties will be entitled to use any Feedback you submit, and any ideas, concepts, know-how or techniques contained in any such Feedback, for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products and services using such Feedback without restriction and without compensating you in any way. You are responsible for the information and other content contained in any Feedback you submit to us, including, without limitation, its truthfulness and accuracy.

Governing Laws

The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the State of Colorado, U.S.A. Each party agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the state and federal courts of Denver, Colorado, and you irrevocably submit to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by SnoBoxPro.



Dispute Resolution

By entering into Terms of Use, you hereby irrevocably waive any right you may have to join claims with those of others in the form of a class action or similar procedural device. Any claims arising out of, relating to, or connected with these Terms of Use must be asserted individually.

You acknowledge and agree that, regardless of any statute or law to the contrary, any claim or cause of action you may have arising out of, relating to, or connected with your use of the Services must be filled within one calendar year after such claim or cause of action arises, or forever be barred. If a claim proceeds in court, we each waive any right to a jury trial.

Compliance with Laws

You assume all knowledge of applicable law and you are responsible for compliance with any such laws. You may not use the Services in any way that violates applicable state, federal, or international laws, regulations or other government requirements.

Notice for California Residents

If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.

Changes to These Terms

We reserve the right, at any time, to modify, alter, or update these Terms without prior notice. You are encouraged to check this page regularly for changes to the Terms. Modifications will become effective immediately upon being posted to our Services, without further notice to you. Your continued use of any of our Services after such modifications are posted constitutes your acknowledgement and acceptance of such modifications, and you may not amend these Terms.

Other Terms

Assignment - These Terms of Use will be binding upon each party hereto and its successors and permitted assigns. These Terms of Use are not assignable or transferable by you without the prior written consent of SnoBoxPro. You agree that these Terms of Use and any other agreements referenced herein may be assigned by us, in our sole discretion, to a third party in the event of a merger or acquisition, or otherwise.

Integration - These Terms of Use (including all of the policies described in these Terms of Use, which are incorporated herein by this reference) contain the entire understanding of the parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the parties regarding its subject matter.



Waiver - No failure or delay by a party in exercising any right, power or privilege under these Terms of Use will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.

Severability - If any provision of these Terms of Use is determined by a court of law to be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent, and the invalid provision will be modified as necessary to make it valid and enforceable while as closely as possible reflecting the original intentions of SnoBoxPro.

Limitation - You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Services or relating to these Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

No Relationship - No agency, partnership, joint venture, or employee-employer relationship is intended or created by these Terms of Use.

Force Majeure - SnoBoxPro will not be liable for any failure or deficiency in the performance or availability of the Services by reason of the occurrence of any event beyond our reasonable control, including without limitation, a labor disturbance, an Internet outage, interruption of service, communication outage, failure by a service provider to SnoBoxPro, fire, terrorism, natural disaster, pandemic, act of God, or war.