

TERMS AND CONDITIONS OF USE

TERMS OF USE FOR THE INTERNET SITES OF OWL'S HEAD SKI CLUB ("OHSC")

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING OHSC'S INTERNET SITES SINCE ANY USE OF THE INTERNET SITES AND ANY SALE OF PRODUCTS AND SERVICES OFFERED ON OHSC'S INTERNET SITES (THE "SERVICES"), INCLUDING ITS PAYABLE SERVICES, ARE SUBJECT TO THE LEGAL TERMS AND CONDITIONS OUTLINED BELOW ("COLLECTIVELY, THE "TERMS OF USE").

1. ACCEPTANCE OF THE TERMS OF USE

- 1.1 Welcome to OHSC's Internet Sites. By using OHSC's Internet sites, mobile sites, social site or applications including, without limitation, RSS files (collectively, the "Internet Sites"), in all forms and however fixed, stored, expressed or embodied, created, developed, generated, authored or produced, you acknowledge having read and understood these Terms of Use and, accordingly, you agree to abide by them as well as any future amendments which may be made. These Terms of Use constitute a binding agreement between you and OHSC.
- 1.2 OHSC reserves the right, at its sole discretion, to make changes to these Terms of Use, at any time, without prior notice. Any amendments to the Terms of Use will be effective upon posting. You agree to review the Terms of Use periodically so that you are aware of any amendments. Your continued use of the Internet Sites after any amendments indicates your acceptance of the modified Terms of Use.
- 1.3 The Internet Sites are solely directed to individuals residing in Canada. If you do not agree to be bound by these Terms of Use, or are not authorized or do not have legal standing to agree with any of the Terms of Use, you may not access or use the Internet Sites. Should you consider any future amendments made to these Terms of Use to be unacceptable, you must immediately cease using OHSC's Internet Sites. Your continued use of OHSC's Sites after any such amendments are announced shall constitute your acceptance of such amendments.
- 1.4 By using the Internet Sites, you represent and warrant that you have either reached the age of majority in the province or territory in which you reside, or possess legal parental or guardian consent and thus authorize a minor to surf on the Internet Sites or use of applications and hereby expressly recognize being responsible for his/her actions, acts and consequences for any breach of the terms, conditions, affirmations, representations and warranties included in these Terms of Use. Anyone who has not reached the age of majority in the province or territory in which he/she reside must obtain parental or guardian consent prior to using the Internet Sites and for the submission of any credit card information or personal information when placing an order. **We strongly urge that parents and guardians monitor and supervise their children's use of the Internet Sites.**
- 1.5 **ANY FAILURE ON YOUR PART TO COMPLY WITH THESE TERMS OF USE MAY LEAD TO THE CANCELLATION OF YOUR USER ACCOUNT AND THE PRIVILEGES RELATED THERETO.**

2. PREMISES AND TIME ZONE

- 2.1 OHSC operates its Internet Sites from its offices located in Canada. OHSC does not make any representation to the effect that all items on its Internet Sites may be used in other locations. People who access the Internet Sites do so at their own initiative and are responsible for complying with all laws applicable in their jurisdiction.
- 2.2 All content posted on our website shall reference our server time (GMT-5), in case of any discrepancies between our publish offer time and the retailer's offer, the retailers offer time shall always govern.

3. CHANGES TO THE INTERNET SITES

- 3.1 OHSC reserves the right, at its sole discretion, to modify, suspend, limit the Services or terminate any item contained in its Internet Sites, at any time, including the availability of any content, function or database. OHSC may also impose limits on certain items or restrict the access to certain sections of its Internet Sites without prior notice and without incurring any liability. OHSC reserves the right, at its sole discretion, to correct any errors or omissions contained in one of its Internet Sites, at any time without prior notice.

4. PERSONAL USE

- 4.1 All features of the Internet Sites are offered for your personal, non-commercial use. It is prohibited to use the Internet Sites for commercial or advertising purposes without the prior written consent of OHSC.
- 4.2 You undertake not to use the Internet Sites in any way to damage, defect, restrict or inhibit any third party from using and enjoying the Internet Sites.

5. REGISTRATION AND SECURITY

- 5.1 During the registration to a user's account on the Internet Sites, you shall select a password and user name. If you register, you agree to provide us with accurate and complete registration information, and to inform us immediately of any updates or other changes to such information. You may not: (i) select or use a false name or an email address owned or controlled by another person with the intent to impersonate that person or to make false representations, (ii) use a user name that is subject to any rights of a person other than yourself without appropriate authorization, (iii) use a password or user name that OHSC considers offensive, at its sole discretion or (iv) create a user name for a third party or group of individuals.
- 5.2 You are responsible for maintaining the confidentiality of your password and user name. You should notify OHSC as soon as possible by email (info@clubdeskiowlshead.com) of any unauthorized use of your user account which you suspect or become aware of, or of any known or suspected breach of security.
- 5.3 You are responsible for any use of your user accounts on the Internet Sites. You are responsible for all activities that occur under your user name and shall ensure that you sign out from your account at the end of each session in the Internet Sites. OHSC cannot be held liable for the unauthorized use of your user account or for any loss or damage arising among others as a result of your non-compliance with the security measures mentioned in this section.

- 5.4 You are responsible for updating your user account information on the Internet Sites and you have to remove any invalid information in order to prevent communications from being sent to the wrong person.
- 5.5 Due to the difficulties to make true and accurate authentication of a user's information on the Internet, OHSC makes no representation regarding the identity of its users. In case a conflict arises between you and one of OHSC's users, you agree that in no event shall OHSC (including its officers, directors, employees, agents) be held liable for any loss, claims, damages or actions arising, directly or indirectly, from any acts or omissions related to such conflict.

6. ONLINE COMMERCE WITH THIRD PARTIES

- 6.1 As a user of OHSC's Internet Sites, you may receive various communications on products and services from third parties displayed on the Internet Sites. Through your use of the Internet Sites, you may have the opportunity to engage in commercial transactions with third parties.
- 6.2 Certain Internet Sites may comprise platforms allowing third parties to provide offers and information relating to their products or services. Such third parties are solely responsible for fulfilling the terms of their offers and OHSC shall in no event be responsible for any discrepancy between the information provided on the Internet Sites and the third party's terms of fulfillment, including, without limitation, any difference with the in-store price and product description. OHSC is not a party to any offer on these Internet Sites and does not endorse, recommend or sponsor any product, service or promotional offer available on these Internet Sites or on any third party website, other than contests in which it is specifically identified as a sponsor. Any correspondence, advertisement, purchase or promotion in relation to a third party, including, without limitation, the delivery of and the payment for, third party products and/or services, and any other term, condition, warranty or representation associated with such correspondence, advertisement, purchase or promotion, is solely between you and such third party. OHSC makes no representations or warranties and does not provide or guarantee any advice regarding the suitability or potential value of any particular product or service or promotional offer of third parties. The images and photographs posted on the Internet Sites in relation to a product, service or promotional offer of a third party are provided solely for information purposes. You acknowledge that OHSC not pre-screen any content. In particular, OHSC does not control the content created by third parties and makes no representation or warranty whatsoever regarding the accuracy of the information accessible on or through the Internet Sites, including, without limitation, any information regarding rebates, coupons, discounts, deals, or other promotions for any product or service offered by a third party. OHSC cannot guarantee that goods or services advertised on the Internet Sites will be available on any terms and conditions (including price) described on or through the Internet Sites at any time. You agree that all such transactions are at your own risk. OHSC declines any liability towards such transaction with third parties.
- 6.3 In no event shall OHSC be liable, directly or indirectly, to anyone for any transaction entered into with third parties in connection with such products, services or other materials for any damages or liability from such services or related thereto. In case a conflict arises between you and a third party, you agree that in no event shall OHSC (including, without limitation, its officers, directors, employees, agents) be liable for any loss, claims, damages or actions arising from any acts or omissions related to such conflict.

7. COUPONS AND CONTESTS

- 7.1 OHSC may, from time to time, organize contests on the Internet Sites, alone or jointly with third party sponsors. All such contests will be governed by their respective contest rules. Prior to entering into a contest, you should read, understand and agree to the terms of use set out in the applicable contest rules.
- 7.2 All coupons provided on the Internet Sites are governed by the terms of use applicable to such coupons. OHSC does not control the content created by third parties and makes no representation or warranty and all whatsoever regarding the accuracy of the information regarding coupons for any product or service offered by a third party.
- 8. SUBMISSIONS OF CONTENT BY USERS: Blogs, comments, chat rooms, galleries, bulletin boards and other (collectively the “Platforms”)**
- 8.1 All communications and materials which are submitted to the Internet Sites are public and not private. As a user, you are liable for any and all damages resulting from your usage of the Internet Sites, any and all communications or transmissions you may display. You should abide to the following rules:
- 8.1.1 **Use polite language.** Objectionable or offensive language will not be tolerated at any time. In addition, no one may keep or submit defamatory, obscene, tortious, pornographic, sexist, racist, homophobic, abusive, inappropriate, disgraceful, unreasonable, violent, religious-charged, immoral or illegal, or content in violation of third party rights.
- 8.1.2 **Be courteous.** No one may make threats or incite anyone else to violence or hatred. It is also prohibited to deliberately disturb any discussion with repetitive messages, unfounded messages or spamming.
- 8.1.3 **Discuss but do not attack.** In an open discussion where there are many different opinions, people often disagree. OHSC encourages lively discussions and debates on the Platforms. Personal attacks are strictly prohibited.
- 8.1.4 No one should use the Platforms to promote or offer for sale any good or service for a commercial purpose, or conduct or send any study, contest, pyramid scheme or chain letters, spamming, or engage in any hacking, solicitation or any other act for illegal purposes. Any acts which may infringe another person’s rights or the enjoyment of the Platforms are also prohibited. It is further prohibited to use the Internet Sites for self-promotion or to upload content for commercial purposes without OHSC’s prior consent.
- 8.2 By using the Internet Sites, you acknowledge and agree not to submit or upload any virus, bug, malware or any harmful computer code, program or file to the Internet Sites.
- 8.3 OHSC offers you the possibility to submit and display certain content such as articles, hyperlinks, text, data, software, music, sounds, photographs, images, videos and other types of materials (collectively your “Material”). You remain at all times responsible for the Material you upload, share or copy on the Platforms or in relation to the Service. You represent that your Material is original and recognize that you own the right, title and interest in and to the copyrights in the Material or have the express permission from the copyright owner, to use the Material for all purposes related to the Service. Images and photographs that are provided to you by professional photographers or made available from third party Internet Sites are protected by copyright and

shall not be uploaded, shared or otherwise used in relation with the Service without the appropriate authorizations.

- 8.4 By using the Internet Sites, you acknowledge and agree that you remain the holder of the copyright on all Material you submit as a user to OHSC. Moreover, you acknowledge and agree that by submitting any Material to the Internet Sites, you grant to OHSC, its subsidiaries, affiliates, agents, employees, business partners, a worldwide, irrevocable, perpetual, non-exclusive licence, without any compensation whatsoever to you, to use, edit, modify, delete, reproduce, publish, distribute, adapt, translate, develop ancillary products, communicate, perform in public, archive or index, and give sub-licences to such Material, sublicense or otherwise do any act that is subject to copyright protection. To this effect, you waive any moral right you may assert in connection with the integrity of your Material. The rights granted in this section are applicable to all media, including without limitation, all print media and digital or electronic media now known or hereafter created for the duration of the copyrights and any renewals. You agree that your name, address, email may be displayed and to communicate the material which shall be considered as not confidential. You acknowledge and agree that you are personally liable for the content of your Material, articles or other content submitted on the Internet Sites, and for the consequences thereof.
- 8.5 OHSC reserves the right, but is not obligated to, investigate, monitor, edit, delete or disclose any Material transmitted by a user on the Internet Sites. Furthermore, OHSC reserves the right, at its sole discretion, not to publish, to delete, to filter, to investigate on claims, to edit or to withdraw any Material, in whole or in part, transmitted by a user on any of its Internet Sites, for any reason whatsoever, without prior notice. This remains an option and not an obligation. OHSC reserves the right to investigate any violation of the Terms of Use and can request the support of authorities in charge of the law application to collaborate with them for the purpose of engaging into legal lawsuits against users that may be involved in such violations.
- 8.6 OHSC makes no representation regarding the control over the material available on its Internet Sites. OHSC is not and may not be held liable for the accuracy, legality or the compliance with the intellectual property rules or with the Terms of Use of any Material provided by its users.

9. LINKS

- 9.1 To facilitate your navigation, the Internet Sites contain hyperlinks or other links to Internet sites managed by third parties. By activating these links, you may have to leave the Internet Sites. OHSC has no control over Internet Sites owned by third parties. These sites are managed entirely by third parties and OHSC cannot make any representation whatsoever on the quality or overall content thereof nor regarding the quality of the products offered or the security of performing transactions on the sites in question. OHSC displays these hyperlinks solely for commodity and the fact that third party sites are identified on the Internet Sites should not imply an endorsement by OHSC of such third party sites or and any content therein and does not incur its liability in any way. In no event shall OHSC be liable, directly or indirectly, for any damage or loss arising from or relating to any use on any linked third-party site. All complaints about third party sites should be addressed directly to the administrators of those sites.
- 9.2 Unless otherwise approved in writing by OHSC, any reproduction of a hypertext or hyperlink from an Internet Site to a third party's Internet site shall be subject to the following criteria: (i) the look and feel, position and other visual aspects of the link shall not damage or dilute the goodwill associated with a trademark or trade name registered or not by OHSC, (ii) the link must not create a false confusion that the third party is associated with or sponsored by OHSC (iii) the link shall

open into a new browser window and shall link to the full version of an HTML formatted page of the pertinent Internet Site owned by OHSC. OHSC reserves the right to revoke, at its sole discretion and at any time, the display of the link and to remove it, without further notice.

10. MOBILE SITES AND APPLICATIONS

- 10.1 Any usage of the Internet Sites with a wireless telecommunication service or an application is also governed by these Terms of Use.
- 10.2 You acknowledge that your used an Internet Site from a wireless communication or an application, and use or receipt of text messages, is subject to your carrier's normal rates and fees and its service provider, such as text messaging fees, data fees or mobile Internet access fees and such fees may be invoiced in accordance with your terms of services.
- 10.3 In the event that you change or deactivate your mobile telephone number, you must update your user account within 48 hours to ensure that OHSC does not intentionally send messages to another person who has acquired your telephone number.

11. INTELLECTUAL PROPERTY

- 11.1 All content published on or otherwise accessible through the Internet Sites are protected by copyright, patent, trademark and other applicable intellectual property laws. The trademarks registered or not and logos used or displayed on the Internet Sites are the proprietary property of OHSC, or third parties. Nothing on the Internet Sites may be interpreted in such a way as to allow the use of such trademarks or logos, directly or indirectly, without the prior written consent of their owner. Without limiting the generality of the foregoing, it is prohibited to reproduce the trademarks and logos displayed on the Internet Sites for commercial or advertising purposes or to increase the number of visitors to your site.
- 11.2 All content accessible through the Internet Sites (including, without limitation, texts, articles, photographs, images, illustrations, audio and video excerpts, software, folders, etc.) are protected by copyright and are the proprietary rights of OHSC, its affiliates, business partners or to third parties content providers. Except for certain clearly stated exceptions, no element on the Internet Sites must be interpreted as giving you any right whatsoever in and to the intellectual property of OHSC, its affiliates, subsidiaries, business partners or third party content providers.
- 11.3 Except as otherwise provided for herein, you may not copy, reproduce, modify, publish, display, distribute, participate in the transfer or sale of, create derivative works from, translate, download, grant under licence, or in any other way exploit, any content displayed or available on the Internet Sites (including any software), whether in whole or in part.
- 11.4 You can download or copy content from the Internet Sites only for your personal, non-commercial use, provided that you maintain all the intellectual property notices they contain. Copying or memorizing any content for purposes other than personal use is strictly forbidden without the prior written consent of OHSC or the holder of the copyrights identified in the notice of intellectual property.

12. INDEMNIFICATION

- 12.1 By using the Internet Sites, you acknowledge and agree that you are personally responsible for your behaviour on the Internet Sites. You hereby further agree to indemnify, defend and hold

OHSC, its subsidiaries, affiliated companies, officers, shareholders, employees, agents and service providers, harmless from and against any and all monetary direct or indirect, damages in principal and interest, legal and extrajudicial costs and any other damages, including, without limitation, all legal costs incurred by OHSC related to any claim, proceeding, action or notice of demand (the "Claim") related to (i) image or other content uploaded or that you post on this Internet Site or, (ii) any violation of these Terms of Use. OHSC reserves the right, at its sole discretion, to participate in the litigation of such claims and to be represented by a lawyer of its choice.

13. LIMITATION OF LIABILITY

- 13.1 The Internet Sites, the Material and any Services are provided on an "as is" and "as available" basis, except for the terms of its return policy. OHSC, its affiliated companies, business partners, licensors, employees, agents and any third-party content providers, disclaim any and all warranties or liabilities, whether express or implied, arising by operation of law or otherwise, with respect to this Internet Site, including, but not limited to, any implied warranties of property, quality, convenience, merchantability and fitness for a particular purpose, usage, availability, validity, accuracy, sufficiency, reliability, integrity, implied warranty of non-infringement or the operation of an Internet Site in a secure way without any interruptions, errors, default, corrections, the absence of virus or any element damageable in the Internet Sites. Without limiting the foregoing, OHSC does not warrant the completeness of the content provided on this Internet Site or of any results from the searches executed on the Internet Site.
- 13.2 OHSC declines any liability related to any errors that may be found on the Internet Sites. OHSC and any third party providing content on the Internet Sites, its affiliated companies, officers, employees and agents, cannot be held liable for any loss of use, loss of data, loss of income or profit, loss of revenues, or for any act, error, omission in the Internet Sites. In no event OHSC can be held liable for any loss, damage (including, without limitation, any indirect, compensatory, incidental, direct, special, punitive, or consequential damages), arising out of the use of, access to, availability or not of the Internet Sites.
- 13.3 By using the Services and its content, you acknowledge and agree that the submission of any digital content to OHSC, and the upload of any Material through the Internet Sites is done entirely at your own risk, and that you will be solely responsible for any loss or damage to your Material or any damage to your electronic system or any loss. You are solely responsible for creating back-ups of your digital content. OHSC cannot be held liable for the suppression of any content.

14. CANCELLATION

- 14.1 OHSC can, at its sole discretion and at any time, without prior notice, cancel or suspend, in whole or in part, your user account on its Internet Sites, for any reason whatsoever, including, without limitation, your non-compliance with these Terms of Use.

15. PRIVACY

- 15.1 For any information on the collection and with respect to the protection of personal information by OHSC, please consult our Privacy Policy.
- 15.2 In addition, when you agree to participate in any contest or offer conducted by a third party or consent to receiving information directly from third parties, you accept expressly to such third

party's privacy policy. We recommend that you review the third party's terms on privacy policy prior to providing any of your personal information. OHSC assumes no liability to the claims, loss, action, damage, recourse associated in any way to the use of your personal information by third parties.

- 15.3 Personal information collected in connection with the Internet Sites may be stored and processed in or outside Canada and may be subject to the laws of other jurisdictions.

16. SEVERABILITY

- 16.1 These Terms of Use shall be deemed severable. In the event that any provision of the Terms of Use is determined to be unenforceable or invalid, such determination shall not affect the validity and enforceability of any other remaining provisions of the present Terms of Use.

17. GOVERNING LAW AND JURISDICTION

- 17.1 By using the Internet Sites, including any order or purchase made through an Internet Site owned by OHSC, you acknowledge and accept that the Terms of Use shall be governed solely by the laws of the Province of Quebec and applicable federal laws of Canada. Any disputes arising from or related to these Terms of Use, your use of the Internet Sites as well as all related matters, shall be brought before the Courts of the District of Montreal, Province of Quebec.

18. TO COMMUNICATION WITH US ABOUT THIS POLICY

- 18.1 Should you wish to report any violations of the Terms of Use or any infringement to intellectual property rights arising from or related to the materials contained on the Internet Sites, or any other communications, you can contact us at the following address: info@clubdeskiowlshead.com