

# Terms and conditions

This website is operated by Snowsports Westendorf, hereinafter referred to as “we”, “us” and “SSW”.

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## 2. GENERAL.

(A) SSW encourages parents and guardians to spend time with their children online, and to be fully familiar with the sites visited by the children in their care, including [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com). [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) is not intended for use by people under the age of thirteen (13). If you are under the age of eighteen (18), you should not participate in contests or sweepstakes or other promotional opportunities on [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com), nor should you post information to [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) without a parent or guardian’s consent.

(B) These Terms of Use set forth the terms and conditions that apply to your use of [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com). By using [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) (other than to read this Agreement for the first time), you agree to comply with all of the terms and conditions hereof. The right to use [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) is personal to you and is not transferable to any other person or entity. You are responsible for all of your use (under any screen name or password) and for ensuring that all of your use complies fully with the provisions of this Agreement. You shall be responsible for protecting the confidentiality of your password(s), if any.

(C) SSW shall have the right at any time to change or discontinue any SSW ect or feature of [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com), including, but not limited to, content, hours of availability, and equipment needed for access or use.

(D) These Terms of Use do not necessarily reflect the terms that govern other sites that are operated by SSW or the practices of parties other than SSW who operate sites that may be linked to or from [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com).

## 3. CHANGED TERMS.

SSW shall have the right at any time to change or modify these Terms of Use or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes or modifications shall be effective immediately upon notice thereof, which may be given by means including, but not limited to, posting on [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com), or by electronic or conventional mail, or by any other means by which SSW may publicize notice

thereof. Your use of [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) after such notice shall be deemed to constitute your acceptance of such changes or modifications.

#### **4. EQUIPMENT.**

You shall be responsible for obtaining and maintaining all computer hardware and other equipment needed for access to and use of [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) and all charges related thereto.

#### **5. REGISTRATION OBLIGATIONS.**

If you register with SSW, you agree to provide true, accurate, current and complete information about yourself. SSW has the right to suspend or terminate access and refuse any and all current or future use of [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) (or any portion thereof) if you provide any untrue, inaccurate, not current or incomplete information, or if SSW reasonably suspects that you have provided untrue, inaccurate, or incomplete information.

#### **6. SMS SUBSCRIPTIONS.**

By subscribing to [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) mobile alerts, if available, you certify that you are over 18 years of age or have parental consent, are the account holder or have the account holder's permission, and agree to receive ongoing SMS messages from SSW. Service is available on select carriers. Your carrier's standard message and data rates may apply. SSW will not be liable for any delays in the receipt of any SMS messages as delivery is subject to effective transmission from your network operator. SMS messages are provided on an as is basis. Data obtained from you in connection with SMS service may include your cell phone number, carrier's name, and date, time and content of message. Such information may be used by SSW to contact you and to provide services you request.

#### **7. CONDUCT.**

(A) You shall use [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) for lawful purposes only. You shall not post or transmit through [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) any material which violates or infringes in any way upon the rights of others; which is unlawful, threatening, abusive, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane or otherwise objectionable; which encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law; or which, without SSW's express and written prior approval, contains advertising or any solicitation with respect to products or services. Any conduct that in SSW's discretion restricts or inhibits any other individual from using or enjoying [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) will not be permitted. You shall not use [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) to advertise or perform any commercial solicitation, including, but not limited to, the solicitation of users to become users or subscribers of other on-line information services competitive with [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com).

(B) You shall not use or permit or facilitate others to use [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) automated electronic processes, robots, spiders, scrapers, webcrawlers, or other computer programs that monitor, copy or download data or other content found on or accessed through [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) including without limitation real time video, audio, statistics, polling, or data content, whether current or archival.

(C) You shall not interfere with, disrupt, unreasonably drain the resources of (through virus infections, denial of service attacks, any form of excessive use, or any other drain), translate,

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## **8. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.**

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(B) Neither [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com), its affiliates or parent companies nor any of their respective employees, agents, third party content providers or licensors shall be liable regardless

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(C) You agree that neither SSW, [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com), its affiliates or parent companies nor any of their respective employees, agents, third party content providers or licensors are liable for the defamatory, offensive or illegal conduct of other users or third-parties and that the risk of injury from the foregoing rests entirely with you.

## **9. MONITORING.**

SSW shall have the right, but not the obligation, to monitor the content of [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com), including chat rooms and forums, to determine compliance with this Agreement and any operating rules established by SSW and to satisfy any law, regulation or authorized government request. SSW shall have the right in its sole discretion to edit, refuse to post or remove any material submitted to or posted on [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com). Without limiting the foregoing, SSW shall have the right to remove any material that SSW, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

## **10. INDEMNIFICATION.**

You agree to defend, indemnify and hold harmless SSW, [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com), its parent company, and their respective affiliates and each of their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the use of [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) by you or any third party.

## **11. TERMINATION.**

Either SSW or you may terminate your access to and/or use of [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) at any time. Without limiting the foregoing, SSW shall have the right to immediately terminate your access and/or use of [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) in the event of any conduct by you which SSW, in its sole discretion, considers to be unacceptable, or in the event of any breach by you of this Agreement. The provisions of Sections 8, 10, 14 and 16 and this Section 11 shall survive termination of this Agreement.

## **12. LICENSED TRADEMARKS AND CONTENT.**

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## **13. THIRD PARTY CONTENT.**

SSW may from time to time act as a distributor (and not a publisher) of content supplied by third parties and users. Accordingly, SSW has no more editorial control over such content than does a public library, bookstore, or newsstand. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, including information providers, you or any other user of [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com), are those of the respective author(s) or distributor(s) and not of SSW. Neither SSW, its parent companies or affiliates, nor any third-party provider of information, guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. (Refer to Section 8 above for the complete provisions governing limitation of liabilities and disclaimers of warranty.) In many instances, the content available through [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) represents the opinions and judgments of the respective information provider, you, or other user not under contract with SSW. Neither SSW nor its parent companies or their affiliates endorse nor is responsible for the accuracy or reliability of any opinion, advice or statement made on [www.snowsportswestendorf.com](http://www.snowsportswestendorf.com) by anyone other than authorized SSW employee

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## **14. COPYRIGHTS AND COPYRIGHT AGENT.**

SSW respects the rights of all copyright holders and, in this regard, SSW has adopted and implemented a policy that provides for the termination in appropriate circumstances of access and use by users who infringe the rights of copyright holders. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide SSW's Copyright Agent the following information required by the Online Copyright Infringement

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