

SNOWCOMPARISON.COM

ADVERTISEMENT TERMS OF SERVICE

BY PURCHASING ADVERTISEMENTS ON SNOWCOMPARISON.COM WEBSITE YOU (THE "CLIENT") REPRESENT THAT YOU AGREE TO THESE ADVERTISEMENT TERMS OF SERVICE. ALL DEFINITIONS AND SHORT TERMS OF THE "[TERMS AND CONDITIONS OF USE](#)" OF SNOWCOMPARISON SHALL APPLY TO THIS DOCUMENT.

1. INTRODUCTION.-

SNOWCOMPARISON offers, allows, and grants to companies, entities and entrepreneurs the opportunity to post advertisement on predetermined parts of the Website, using the advertisement platform accessible through the website (the "Services"). The Client confirms that they understand that by purchasing of such advertisements that you have read and fully acknowledge and agreed to the terms and conditions of these Advertisement Terms of Service (the "Advertisement Terms"). SNOWCOMPARISON reserves all rights regarding the change, implementation or alteration of these Advertisement Terms, without previous notice to you. The changes will be noted or may be sent to your provided e-mail address, if any. Your continued use of the Services shall be construed as your acceptance to any changes of these Advertisement Terms.

2. ELIGIBILITY.-

To purchase and subscribe to the Services you represent that you are at least 18 years old, and that you are fully authorized or empowered to act in representation of whatever services or products you aim to promote. In the event that you represent an entity or a company, you state that you have the authority to enter and be bound by this agreement on behalf of the represented parties.

3. THE SERVICES.-

- 3.1 Advertisement on the Websites owned and operated by SNOWCOMPARISON is a self-service platform that you may access through the website directly. Snowcomparison.com offers advertisement placement through advertising to their users and visitors. The Services are offered "AS IS". The placement and the files of such advertisements are predetermined. SNOWCOMPARISON makes no representations and/or warranties regarding the fitness, the error-free nature and the availability of the Services.

- 3.2 When purchasing this service clients are allowed a placement of their advertisement on the Website, in the form and manner allowed by the platform and by SNOWCOMPARISON. All options, costs and other features of the services shall be clearly described in the platform, to enable the Client to make an informed choice.
- 3.3 The Services are "Self-Service" as they require no direct intervention of SNOWCOMPARISON or any representative or agent for placement. Clients are also permitted to edit their advertisement once purchased.
- 3.4 Advertisements can be changed and managed after they were purchased by the Client or Advertisement Account, which is created online. At all times Clients shall be responsible for all account data, including, but not limited to, their password and login.
- 3.5 The Client shall choose a particular ski resort profile page on which their advertisement shall appear in. They may purchase more than one file and may advertise in multiple ski resort profile pages.
- 3.6 Clients shall disclose information to be displayed for the advertisement, upload an image of the suggested size, choose a subscription plan, have the option to include URL to link the advertisement to and furthermore disclose other information which is required by MONSTERPALY to be able to provide the Services.
- 3.7 To opt for the Services you must pay a fee. More information regarding the payment of the Services shall be determined later herein.

4. CLIENT ADVERTISEMENT.-

All Advertisements shall meet what is set out in these Advertisement Terms, and meet the following criteria:

- a. The advertisement must be clear and have true and verifiable information.
- b. The URLs disclosed must lead to places on the internet directly related to the products or services which are promoted on the Advertisements. Clients state that the URLs are free of spam, viruses, and that the landing places to which such URLs are linked are free of any harmful, obscene or otherwise detrimental content.
- c. The Image of the advertisement must meet the platform suggested size to be displayed appropriately and meet the size of the purchased tiles placement.
- d. The Images uploaded by Clients for placements must be free of harmful, obscene or otherwise damaging content. SNOWCOMPARISON shall from time to time make revisions and approve of particular images, and disapprove of others.

- e. Clients must represent to SNOWCOMPARISON that the images uploaded are of their own or that Clients are licensed and authorized to use such images. Clients state that they shall hold SNOWCOMPARISON indemnified against any and all claims of trademark, copyright and other such claims related to intellectual property. Clients authorize SNOWCOMPARISON to suspend and/or delete and advertisement which SNOWCOMPARISON deems in good faith to be breaching any laws, regulations, trademarks, copyright, or any other third party rights, regardless of SNOWCOMPARISON being notices of such infringements or breaches.
- f. SNOWCOMPARISON may in its sole discretion establish additional criteria for Advertisements to be displayed on the website.
- g. SNOWCOMPARISON may in its sole discretion stop to display any Advertisements which it believes to have breached these Advertisement Terms, the Terms and Conditions of Use and other applicable legal sections of this Website.
- h. If Clients were to breach these Advertisement Terms such Clients may have their account suspended. For repeated breaches accounts may be permanently banned.

5. PAYMENT.-

To complete the purchase of any Services Clients shall need to submit a valid credit or debit card number. Clients hereby agree and authorize that their credit or debit cards shall be charged for the chosen subscription. The Clients furthermore authorize and agree that their credit or debit cards shall be charged once the subscription period is nearing normal expiration. In case of any changes in prices, promotions or special options, Clients will be previously notified to their e-mail addresses provided. ALL FEES ARE NON-REFUNDABLE. In case of account suspension or deletion, due to breach of these Terms, Clients state to waive all rights to claim refunds, damages or remedies.

Payment is processed by a third party, and SNOWCOMPARISON does not directly hold any of your payment information on their database. Payments are processed through a third party; we strongly recommend that you read their [Terms of Service](#).

SNOWCOMPARISON does not warrant the same costs from period to period, and is allowed to change its fees at its sole discretion, without any obligation whatsoever to notice the Client. Notwithstanding the aforementioned, Clients agree to be noticed through their provided e-mail address. SNOWCOMPARISON shall make sure that Clients are informed at the time of their purchase of the exact amount they are expected to pay.

6. TERM AND TERMINATION

These Advertisement Terms shall be valid and enforceable between you and SNOWCOMPARISON for as long as you have active subscriptions for your Advertisements. These Advertisement Terms may survive normal expiration of subscription to the Services for legal purposes. You may at any time opt out of the Services by closing your account. By closing your account you acknowledge that SNOWCOMPARISON has a NO-REFUND policy, and that the only effect of such closure shall be the perpetual interruption of the display of your advertisement.

7. COMMUNICATIONS

Once you are an Account holder, you agree to receive electronic communications from SNOWCOMPARISON to your reported e-mail address. Without any obligation on the part of SNOWCOMPARISON, you may be noticed by SNOWCOMPARISON whenever:

- a. There is a change in the price of a subscription you currently hold, which will be effective after the expiration of your valid plan, implying a different charge may be made to your Credit or Debit Card in the vent you re-subscribed.
- b. There is a change in these Advertisement Terms or any other terms or policy which may or may not apply to you.
- c. Other important communication regarding the Services.

8. INDEMNITY

As a Client of the Services provided related to advertisements you state that you shall at all times indemnify, defend and hold harmless SNOWCOMPARISON, its shareholders, directors, employees, subsidiaries and affiliates, from any claims arising your normal use of the Services, and SNOWCOMPARISON reserves all and every right to assume exclusive defense and control over any matter which is subject to the indemnification by Clients. By taking control and assume exclusive defense, SNOWCOMPARISON is not waiving the right to enforce your indemnification or any damages incurred related to the Services and your use of them.

9. DISCLAIMER OF WARRANTIES AND LIABILITIES

THE SERVICES MADE AVAILABLE BY SNOWCOMPARISON ON THE WEBSITES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT GRANTING ANY FORM OF WARRANTIES, BE THEY EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR

PURPOSE. NOTHING IN THESE ADVERTISEMENT TERMS MAY BE CONSTRUED AS AN IMPLICATION OF WARRANTY THAT THE SERVICES WILL BE TIMELY, LACKING OF ERRORS, UNINTERRUPTED OR ACCURATE. SNOWCOMPARISON, AND ANY AND ALL AFFILIATES, SUBSIDIARIES, SHAREHOLDERS, DIRECTORS, AGENTS AND EMPLOYEES, SHALL NOT BE HELD LIABLE FOR LOSS OF BUSINESS PROFITS OR GOODWILL, LOSS OF SUBSTANTIAL INFORMATION, DATA, OR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY NATURE, INCLUDING BUT NOT LIMITED TO YOUR INABILITY TO USE THE SERVICES. THE ENTIRE LIABILITY OF SNOWCOMPARISON TO YOU SHALL IN NO CASE EXCEED THE AMOUNT PAID BY YOU TO SNOWCOMPARISON FOR AN SERVICES PROVIDED.

10. FORCE MAJEURE

Neither party to this Agreement shall be liable to the other for any delay or failure in performance under the Agreement resulting directly or indirectly from acts of nature or causes beyond its reasonable control.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the Service and supersedes all previous proposals, both oral and written, representations, writings and all other communications between the parties.

12. GOVERNING LAW AND ARBITRATION

Should there be any disputes arising out of these Advertisement Terms, the parties agree to resolve them by means of arbitration, and all the courts and arbitration entities of Australia and more specifically NSW shall have competence and authority over such disputes. Notwithstanding the aforementioned, all disputes, controversy or claim related to the legal relations created by these Advertisement Terms, shall be resolved by arbitration in accordance with the ACICA Arbitration Rules. The seat of arbitration shall be Sydney, Australia. The language of the arbitration shall be English.

13. GENERAL

13.1 If any section, part, paragraph or subsection of these Advertisement Terms is interpreted to be illegal or otherwise invalid, the rest of the Agreement shall still have legal effect respecting the Services provided.

- 13.2 Clients are hereby forbidden to assign any rights and/or obligations which derive of these Advertisement Terms. SNOWCOMPARISON may assign any obligation and/or rights it has or shall acquire derived of these Advertisement Terms.
- 13.3 You agree and acknowledge the internet to be complicated and dangerous. Despite the reasonable efforts of SNOWCOMPARISON to keep the Websites safe and your information kept away, the security features of the Websites may still be breached. You hereby waive all claims against SNOWCOMPARISON, its affiliates or subsidiaries and/or assignees for the hacking, cracking or similar harmful practices which aim at stealing information of the website, among other aims.

These Advertisement Terms were last edited in MAY, 2016