

SNOWCOMPARISON - TERMS AND CONDITIONS OF USE

Welcome to the SNOWCOMPARISON Website!

This website, located at <https://www.snowcomparison.com>, any related, subdomains, blogs and forums (altogether referred to as the "Website") is owned, operated and developed by SNOWCOMPARISON PTY. LTD, a company incorporated under the laws of New South Wales, Australia (in these terms also referred to simply as "SNOWCOMPARISON", "we", "us" and "our"). These Terms and Conditions of Use (the "Agreement") shall be construed as a binding contract between SNOWCOMPARISON and you, the "User" (also "you" and "your"), under applicable law, and according to what is set out herein.

1. INTRODUCTION.-

All information displayed, derived, generated or otherwise portrayed, including any content, information, products and services which may from time to time be made available on the Website or to affiliate and subsidiary places online or offline (altogether the "Materials") shall be subject of this Agreement.

Please make sure you read all of this Agreement, and any applicable policies and terms which are made available to you through this website, which may include but are not limited to, Privacy and Cookie policy, Stay Booking Policy, Advertisement Policy and Comment Policy. In case you disagree with any of the terms and conditions set out in this Agreement, either partially or entirely, we kindly ask you to stop all of your access to these Websites, and all related online content ran by SNOWCOMPARISON.

2. DEFINITIONS.-

"Owners" shall be SNOWCOMPARISON, its subsidiaries, affiliates, shareholders, and representatives.

"Website" or **"Websites"**, shall mean the website located at <https://www.snowcomparison.com>, all of its related blogs, forums, related social media sites, and affiliate sites.

"Services" shall mean the display of directory listings and related Materials on the Websites.

"Materials" shall be all the content, information, products and services which may or may not be available, from time to time, on the Websites.

"UGC" shall mean all the USER GENERATED CONTENT which is created by the Users of this Website, in form of comments or posts, which the websites may allow, from time to time, and that SNOWCOMPARISON makes it available and accessible online.

“**Device**” shall be the equipment used by users to enter or access the Website, such as Desktop Computers, Laptops, Notebooks, Mobile Phones, Tablets, and other similar equipment.

“**URLs**” are UNIFORM RESOURCE LOCATORS, meaning a particular domain names or links to places on the World Wide Web.

3. WEBSITE INFORMATION.-

Snowcomparison.com or the Website as a ski search engine and directory, with information mainly on ski resorts and other niche related data and information, including, but not limited to, ski resort information, approximate geographic location, weather information, terrain details, and other information. SNOWCOMPARISON GRANTS NO WARRANTIES WHATSOEVER FOR ANY AND ALL MATERIALS AND CONTENT ON THE WEBSITES. FURTHERMORE, SNOWCOMPARISON DOES NOT WARRANT THE MATERIALS, INFORMATION AND/OR CONTENT TO BE ACCURATE, UP TO DATE, ERROR FREE OR TRUE. DISPITE THE REASONABLE EFFORTS OF SNOWCOMPARISON TO KEEP SUCH INFORMATION AVAILABLE AND USEFUL, FORM TIME TO TIME THE INFORMATION MAY CHANGE WITHOUT KNOWLEDGE OF SNOWCOMPARISON, ITS SUBSIDIARIES AND AFFILIATES.

Some of the information available is presented to you using third party data, information, APIs, and other technological strategies. Such information is portrayed only to complement some of the information, and SNOWCOMPARISON shall have no liability for the content of such information, or for any damages you may incur in by using such information and data.

4. INTELLECTUAL PROPERTY AND LICENSE.-

- 4.1 You hereby state and acknowledge to us and to whomever it may concern that all the available Materials, images, audio, video, information and other material which is displayed on the Website is either owned by SNOWCOMPARISON or licensed to SNOWCOMPARISON, all subject of applicable trademark, copyright and intellectual property regulation. You are licensed to access such material, but by the grant of such license, you are not entitled to any proprietary rights, nor is any such rights transferred to You.
- 4.2 You are hereby forbidden to make any sort of modifications, or to publish or otherwise make public, network, rent, sell, create derivative work or content of, lease, have any sort of participation in the transfer or sale of the content and Materials of this Website, in whole or in part, until the end of time.
- 4.3 You are also hereby forbidden to practice, encourage, aid, participate or make possible any of the following activities on

the Materials and content of the Website, or the Websites themselves;

- a. Scrapping.
- b. Disassembling.
- c. Try to find and/or copy the source code.
- d. Make a derivative copy of software or the content and Materials of the Website.
- e. Reverse engineer.
- f. Decompile.
- g. Upload in any form any key loggers, spam, spiders, exploits, adware, spyware, virus, worms, Trojans, rootkits, backdoors, Ransomware, or other such programs or software which may be harmful to the Websites or otherwise damages SNOWCOMPARISON.

5. USE OF THE WEBSITE

- 5.1 This webpage allows all visitors over 18 years of age. For booking and other purchases of services and/or products Users must be at least 18 years old, and have full authority to make payments or to enter binding contracts.
- 5.2 By entering this website you represent to have sufficient authority to enter, access, browse and benefit from this website. If not we strongly recommend you stop your access immediately, or do so accompanied or supervised by a parent or guardian.
- 5.3 Notwithstanding what is determined and agreed on herein you are expected to comply at all times with what is set out in Section 3 of this Agreement, and the rest of the sections of this Agreement ruling over your actions whilst on the Website.
- 5.4 You warrant and represent to SNOWCOMPARISON that you are not misrepresenting any party or that you at any stage plan to do so whilst on the websites.
- 5.5 You also warrant and represent to SNOWCOMPARISON that you are fully compliant with any applicable regulation, law or directive which may apply to you due to jurisdiction or geographic location.

6. POST OF COMMENTS AND CONTENT.-

SNOWCOMPARISON welcomes Users to make comments and or to upload or post content to the Websites, as long as you abide to this Agreement. The possibility to both, post comments and post content may or may not be available for some times. SNOWCOMPARISON grants no warranties to the availability of the possibility to comment, upload and post content on the website, and does currently not aim, but may do so in the future, to become an active forum or allow more interaction

between users. By performing any uploads or posts you agree to the following:

- 6.1 You represent to SNOWCOMPARISON that any files, images, documents, pictures, photographs, links, videos and/or audio (altogether the "User Generated Content", or simple the "UGC") that you upload or post to the Websites is either your own, or that you have full authorization to such UGC.
- 6.2 You understand that SNOWCOMPARISON may at all times edit, change or permanently delete any UGC you have posted on the Websites.
- 6.3 You hereby represent to SNOWCOMPARISON and state that by posting and/or uploading any content to the Websites is, your ownership is unaffected, by that by doing so you assign to SNOWCOMPARISON a royalty-free perpetual non-exclusive license to use, copy, edit, change, distribute, redistribute, reproduce, make derivative works of, and alter in whatever way SNOWCOMPARISON deems fit and appropriate, including the use in promotional and commercial activities SNOWCOMPARISON, and transferring such license to its subsidiaries, assignees and affiliates.
- 6.4 You warrant to SNOWCOMPARISON that all the UGC you upload or Post on the Websites do not currently hold any third party copyright and trademark, and you represent that you know that you are not breaching any corporate or persons intellectual property with your UGC.
- 6.5 You acknowledge that any responsibility and liability deriving of your posted or uploaded
- 6.6 All the comments you may post on the Website shall not be:
 - a. Unlawful.
 - b. Harmful.
 - c. Harassing.
 - d. Libellous.
 - e. Obscene.
 - f. Promoting hate.
 - g. Ethnically objectionable.
 - h. Racist.
 - i. Invasive of other Users or third party's privacy.
 - j. Abusive.
 - k. Threatening.
 - l. Promoting violence, offensive or illegal behaviour.
 - m. Demeaning or insulting due to nationality, sexual preference or gender.
- 6.7 You agree that your comments or UGC do not follow commercial interests or are SPAM or advertisement of any sort, and that you hold no special interest to post or upload to such promotional activities.

- 6.8 SNOWCOMPARISON retains all rights to permanently ban any User or Users who breach of any of the aforementioned subsections, or if SNOWCOMPARISON in good faith believes that such User or Users pertain to breach any part of this Agreement SNOWCOMPARISON may determine to temporarily suspend you from access to the Website at SNOWCOMPARISON's sole discretion.

7. LINKS

- 7.1 From time to time links to third party websites may be made available by SNOWCOMPARISON or its affiliates, or also by other users by means of comments or UGC. SNOWCOMPARISON waives all liability of the content of such websites. Users state to understand that SNOWCOMPARISON has no control of the services and content of such third party websites, and that such third party websites may have terms and policies of their own. Enter or use such links at your own risk.
- 7.2 You may link from any blog, website, forum, directory, or other places online to <https://snowcomparison.com> , as long as:
- a. Such Blog, website, forum, directory or other online place is legally established and law abiding.
 - b. Such Blog, website, forum, directory or other online place is not involved in business related to pornography, promoting hate founded on race, gender, sexual preference, nationality or any other similar grounds.

8. MODIFICATIONS TO THESE TERMS

SNOWCOMPARISON may revise and update these Terms and Conditions of Use at any time; should there be any changes or updates done to these Terms, any other applicable terms or the Policies of SNOWCOMPARISON, you shall be given notice through a message on the Websites, or directly to your registered mail, in case you have registered. Your continued usage of the Websites after any changes to these Terms and Conditions of Use and the applicable policies set out on the Websites will imply and signify your acceptance of those changes.

9. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless SNOWCOMPARISON, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your Device (including negligent or wrongful

conduct) by you or any other person accessing the Website which makes use of your Device.

10. NO WARRANTY

At SNOWCOMPARISON, we strive to provide good and reliable Services on our Website, but there are certain things that we are not able to guarantee to our Users. TO THE FULLEST EXTENT PERMITTED BY LAW, SNOWCOMPARISON AND ITS AFFILIATES, SUPPLIERS, CONSULTANTS, EMPLOYEES AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES. THE SERVICES ARE PROVIDED "AS IS." WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

11. SEVERABILITY

If any provision of these Terms should be deemed or declared unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions.

12. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SNOWCOMPARISON, ITS USERS, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF USE, DATA, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT SNOWCOMPARISON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE; (B) AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES MORE THAN THE GREATER OF \$30 OR THE AMOUNTS PAID BY YOU TO SNOWCOMPARISON FOR THE PAST 12 MONTHS OF THE SERVICES IN QUESTION, EXCEPTING PLEDGES.

13. RELEASE

IF YOU HAVE A DISPUTE WITH ONE OR MORE USERS, YOU RELEASE SNOWCOMPARISON (AND OUR OFFICERS, DIRECTORS, AGENTS, SUBSIDIARIES, JOINT VENTURES AND EMPLOYEES) FROM CLAIMS, DEMANDS AND DAMAGES (ACTUAL AND CONSEQUENTIAL) OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH SUCH DISPUTES.

14. LOCAL REGULATIONS

SNOWCOMPARISON makes no representation that Materials or other content on and in the Website are appropriate or available for use outside of Australia, its territories, possessions and protectorates. If you choose to access the Website from other locations you do so on your own initiative and at your own risk. You are responsible for complying with local laws, if and to the extent local laws are applicable. You specifically agree to comply with all applicable laws concerning the transmission of technical data exported from your jurisdiction, or the laws of the country and state or county you reside in.

15. GOVERNING LAW

The Terms and Conditions of this Agreement, and any disputes arising thereof shall be governed by and according to the laws of the State of New South Wales, Australia. Your continued access and use of the Website shall be construed as your agreement to the exclusive jurisdiction of the courts of New South Wales, Australia.

16. WRITTEN DOCUMENT

You may preserve this Agreement in written form by printing them for your records, and you waive any other requirement that this Agreement be evidenced by a written document.

17. ASSIGNMENT

These Terms of Use constitute the entire agreement between you and SNOWCOMPARISON and governs your use of the Website, superseding any prior agreements or communications between you and SNOWCOMPARISON. You will not assign these Terms and Conditions of Use or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of SNOWCOMPARISON. Any purported assignment or delegation made or done by you voluntarily or involuntarily, without the appropriate prior written consent of SNOWCOMPARISON shall be null and/or void. SNOWCOMPARISON may assign this Agreement or any rights hereunder without notice to you, and/or without any sort of consent by you.

18. FORCE MAJEURE

In addition to applicable disclaimers stated before, SNOWCOMPARISON' performance under this Agreement shall be excused in the event of interruption and/or delay due to, or resulting from, causes beyond its reasonable control, including but not limited to acts of God, acts of any government, war or other hostility, civil disorder, the elements, fire, flood,

earthquake, explosion, embargo, acts of terrorism, power failure, equipment failure, industrial or labor disputes or controversies, acts of any third party data provider(s) or other third party information provider(s), third party software, or communication method interruptions.

19. NOTICES

Any notice provided for or permitted under this Agreement shall be made to the User's registered e-mail address, if any, or by posting such notices on the Website. Users may contact SNOWCOMPARISON through the contact form available on the Website.

20. WHOLE AGREEMENT

All rights not expressly granted herein by SNOWCOMPARISON to User are reserved by SNOWCOMPARISON. There are no implied rights, than those otherwise stated in this Agreement. All previous agreements or arrangements, either in writing or otherwise stored or made, will be superseded by this Agreement, and will constitute the entire understanding between the User and SNOWCOMPARISON.

21. MODIFICATIONS TO SERVICE

SNOWCOMPARISON reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. SNOWCOMPARISON will not be responsible to you for refunds, in whole or part, of the Service fees for any reason. You agree that SNOWCOMPARISON shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Services.

If you should have any questions or comments regarding these Terms and Conditions of Use you may do so by [contacting us at contact@snowcomparison.com]

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