

SILLSPORT USA TERMS OF USE

Last Updated: October 16, 2009

Use of this website signifies your agreement to these terms of use ("Terms of Use") and the website's Privacy Policy, which is incorporated by reference to these Terms of Use.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE

The following Terms of Use apply to the website at www.Sillsportusa.com (the "Website") owned and operated by Sillsport USA ("Sillsport", "we", "us" or "our") . By accessing, browsing and/or using the Website, you acknowledge that you have read, understood and agree to be bound by these Terms of Use in their entirety, any modifications to the Terms of Use, which is incorporated by reference into these Terms of Use. In addition, you agree to comply with all applicable laws, rules and regulations governing your use of the Website. If you do not agree to these Terms of Use, you are not permitted to access, browse or use the Website.

Please return to the Website and review these Terms of Use from time to time, as they may be amended without notice to you. Any changes to these Terms of Use will be effective immediately upon the posting of the revised Terms of Use at the Website. Please note that your use of certain content and features of the Website may be subject to additional terms. By using such content and features, you also agree to be bound by such additional terms.

PROPRIETARY RIGHTS; USE OF CONTENT

This Website is owned and operated by Sillsport and, in the case of certain features and content, its affiliates, licensors and/or third party service providers, and unless otherwise indicated, all the content appearing at the Website (collectively, "Content") is the property of Sillsport and its affiliates, licensors and/or third party service providers and protected, without limitation, by U.S. and foreign copyright, trademark and other intellectual property laws. All trademarks, service marks, trade names, logos and other indicia of origin (collectively, "Marks") appearing on the Website are the property of Sillsport, its affiliates, licensors, and/or third party service providers. You may not make any use of any Content or Marks without the prior written consent of Sillsport and any applicable third party. No Content from the Website may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, except that you may download one copy of Content on any single computer for your personal non-commercial use, only, provided you keep intact all copyright and other proprietary notices. Modification of the Content or use of the Content for any other purpose may be a violation of copyright, trademark, trade secret rights and others' proprietary rights belonging to Sillsport and its affiliates, licensors and/or third party service providers. For purposes of these Terms of Use, the use of any such Content on any other website or networked computer environment is prohibited.

YOUR CONDUCT

In using or accessing the Website you agree:

- not to disrupt or interfere with the security of, or otherwise abuse, the Website, or any services, system resources, accounts, servers or

networks connected to or accessible through the Website or affiliated or linked websites;

- not to disrupt or interfere with any other user's enjoyment of the Website;
- not to use, frame or utilize framing techniques to enclose any Marks or other proprietary information (including the images and information available through the Website, the content of any text or the layout/design of any page) without Sillsport's express written consent;
- not to use meta tags or any other "hidden text" utilizing a Mark or product name without Sillsport's express written consent;
- not to "deeplink" to the Website without Sillsport's express written consent; and
- not to attempt to obtain unauthorized access to the Website or portions of the Website that are restricted from general access; and

You agree to immediately notify us if you suspect fraudulent or abusive activity, or any activity in violation of these Terms of Use. If you so notify us, or we otherwise suspect fraudulent or abusive activity, you agree to cooperate with us in any fraud investigation and to use any fraud prevention or other measures we prescribe.

LINKS AND THIRD PARTIES

Links on the Website to third party websites (including, without limitation, sponsors, advertisers and issuers) that you encounter via the Website are solely provided as a convenience to you. If you use these links, you will leave the Website. You agree that Sillsport will not be responsible or liable for any dispute, loss or damage of any sort incurred as a result of any dealings between you and any such third parties. In addition, you acknowledge that Sillsport does not endorse, verify, or make any representations regarding any third party advertisements, products or services. It is your sole responsibility to research and verify the legitimacy of any entity and content linked to the Website, and you are solely responsible for your decision to submit personal information to any third party, whether in connection with potential employment or otherwise.

CHANGES TO WEBSITE

Sillsport may add, change, discontinue, remove or suspend any portion of the Website at any time, without notice.

TERMINATION

Sillsport reserves the right, without notice and at its sole discretion, to suspend or terminate these Terms of Use and/or your ability to access or use the Website, and to block or prevent future access to and use of the Website for any reason, including your breach of these Terms of Use or other conduct by you that Sillsport considers inappropriate. Sillsport reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Website (or any part thereof) with or without notice. Except as otherwise expressly stated in the Terms of Use, you agree that Sillsport shall not be liable to you or to any third party for any modification, suspension or discontinuation of the Website (or any portion thereof).

DISCLAIMER

SILLSPORT MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE WEBSITE OR CONTENT, ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SILSPORT HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE WEBSITE, CONTENT AND ANY LINKED WEBSITE. SILLSPORT DOES NOT WARRANT THE FUNCTIONALITY, INFORMATION OR LINKS CONTAINED ON THE WEBSITE OR THAT CONTENT WILL MEET YOUR REQUIREMENTS, THAT THE WEBSITE OR CONTENT ARE FIT FOR ANY PARTICULAR PURPOSE, THAT THE OPERATION OF THE WEBSITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, CANCELBOTS OR OTHER HARMFUL COMPONENTS. SILLSPORT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF ANY CONTENT IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. YOU (AND NOT SILLSPORT) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

IN NO EVENT AND UNDER NO CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL SILLSPORT AND ITS AFFILIATED ENTITIES OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AUTHORIZED AGENTS (COLLECTIVELY, THE "SILLSPORT PARTIES") BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING, WITHOUT LIMITATION, COMPENSATORY, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES), HOWEVER CAUSED, AND UNDER ANY THEORY OF LIABILITY ARISING IN CONNECTION WITH: (A) THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY CONTENT; (B) YOUR USE OR INABILITY TO USE THE WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY CONTENT; (C) ANY THIRD PARTY WEBSITE OR SERVICE USED IN CONNECTION WITH OR AVAILABLE THROUGH THE WEBSITE; (D) UNAUTHORIZED ACCESS TO OR ALTERATION OR LOSS OF YOUR TRANSMISSIONS OR DATA OR OTHER INFORMATION THAT IS SENT OR RECEIVED IN CONNECTION WITH THE WEBSITE; OR (E) ERRORS, SYSTEM DOWN TIME, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION OR SERVICE INTERRUPTIONS, EVEN IF A SILLSPORT PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS OR LOSSES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SILLSPORT'S CUMULATIVE LIABILITY TO YOU ARISING FROM ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID, IF ANY, BY YOU FOR ACCESS TO THE WEBSITE. IF NO AMOUNTS WERE PAID, YOUR SOLE REMEDY UNDER THESE TERMS OF USE SHALL BE TO DISCONTINUE ANY USE OF THE WEBSITE.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU HEREBY ACKNOWLEDGE THAT YOU UNDERSTAND THAT BY ACCESSING THE WEBSITE AND AGREEING TO THESE TERMS OF USE, YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

INDEMNIFICATION

By using the Website, you agree to indemnify, defend and hold harmless the Sillsport Parties from and against any actual or alleged claims, demands, causes of action, judgments, damages, losses, liabilities, and all costs and expenses of defense (including, without limitation, reasonable attorneys' and other legal fees and costs) arising out of or relating to: (1) your violation of these Terms of Use or any law, rule or regulation; (2) your use of the Website, including, without limitation, any Content available on the Website and any activity of yours on the Website; (3) loss of any data or account information; and (4) any material uploaded by you or through your computer to the Website or otherwise sent by you to Sillsport. You will cooperate as fully and reasonably as required by Sillsport in the defense of any claim. Sillsport reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of Sillsport.

PERMISSION FOR WEB LINKING

If you link to the Website, you may only link to the home page, and the link must be in plain text, unless otherwise approved in writing by Sillsport. Any such link must not damage, dilute or tarnish the goodwill associated with Sillsport and/or any Sillsport intellectual property, nor may the link create the false appearance that your Website or organization is sponsored, endorsed by, affiliated or associated with Sillsport, and you may not "frame" the Website. You may not link to the Website from any website that is unlawful, abusive, indecent or obscene, that promotes violence or illegal acts or that is otherwise inappropriate in Sillsport's sole discretion. Sillsport reserves the right, in its sole discretion, to terminate any link from any website.

FORCE MAJEURE

Sillsport will not be responsible for any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes or any other occurrences which are beyond Sillsport's reasonable control.

GOVERNING LAW

These Terms of Use shall be exclusively governed by and construed in accordance with the laws that apply to the United States of America without giving effect to any principles

of conflicts of law. Any dispute arising from these Terms of Use or the Website shall be resolved in the state or federal courts residing in New York, New York and you irrevocably agree to the jurisdiction of such courts. Sillsport makes no representation that Content contained on the Website is appropriate or available for use in jurisdictions outside the United States, or that the Terms of Use comply with the laws of any other country. Visitors who use the Website and reside outside the United States do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. If any provision of these Terms of Use are deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

CONTACT US

If you have any comments or questions regarding these Terms of Use, or wish to report any violation of these Terms of Use, please contact us at. We will attempt address any issue raised in a reasonable period of time.

© 2009 Sillsport USA. All rights reserved.