



## Terms & Conditions of Use for ATOMIC Brand Center (“Terms and Conditions”)

### Welcome to the ATOMIC Media Portal

Please read these Terms and Conditions carefully. These are the general Terms and Conditions governing your access to and use of this site (currently at: <https://dam.amersports.com> “Site”) and the Content available on or through the Site (collectively, the "Services"). If you do not agree with them, you should not proceed any further. By continuing to browse or otherwise use the Services, you agree to be bound by these Terms and Conditions.

### Eligibility

- You are permitted to access and use the Services for lawful purposes if you are registered on the Authorization List.
- You are permitted to access and use the Services for lawful purposes on behalf of and as directed by ATOMIC or an Amer Sports Group Company in compliance with these Terms and Conditions if you are registered on the Authorization List as an Authorized User
- Different levels of authorization may be granted (i.e. viewing only or viewing and ordering).

If you wish to confirm whether you are registered on the Authorization List, please contact:

[info.atomic@amersports.com](mailto:info.atomic@amersports.com)

### Permitted Use

1. You undertake that except with the prior written consent of ATOMIC you shall use the Content solely for the lawful purposes of the businesses of the Amer Sports Group Companies. In particular, but without limitation to the foregoing, you must:
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4. not pass on any Content or any information contained in the Content to any Person which is not an Amer Sports Group Company or an Authorized User;
5. not use the Content in any manner which infringes the intellectual property rights or any other right of any licensor of ATOMIC or other third party;
6. Not download or store the Content locally on your PC or other media in a permanent format other than for the permitted purpose. If the same piece of Content is downloaded for a different purpose it should be downloaded again from this

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7. not attempt any unauthorized access to any part of the Site nor the Content;
8. not upload or transmit any materials through the Site except as previously agreed with ATOMIC in writing;
9. only use the Content in compliance with (i) applicable legislation including without limitation applicable advertising and marketing codes, and (ii) the terms and conditions of any commercial, branding or other agreement between ATOMIC and the Amer Sports Group Company and ATOMIC or the Amer Sports Group Company with its partner as may be in force from time to time in connection with access to and use of the Content by the Amer Sports Group Company or ATOMIC/Amer Sports Group Company partner.
10. It is your sole responsibility to satisfy yourself prior to using the Content in any way that it is suitable for your purposes and up to date. ATOMIC does not represent or warrant that the Content is accurate, complete or current.
11. Except as expressly permitted by these Terms and Conditions or applicable laws, you must not copy, remove, reformat, modify, interfere with, obscure, display, distribute, transmit, publish, license, create derivative works from, sell or otherwise transfer or make available any Content or other information, products, services or software obtained from the Services or in any way decompile or reverse engineer the software underlying this Site.
12. Each registration for access to the Site is for a single user only. You must ensure that any username and password issued to you to access this Site is at all times kept safely and secure and not given to any other person. Responsibility for the security of your username and password rests with you. If you suspect that the password is no longer safe, please immediately contact ATOMIC so that your old password can be invalidated and a new password will be issued.

### **Intellectual Property Rights**

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Other than as expressly provided in these Terms and Conditions, nothing on this Site or arising from your use of the Content shall be construed as conferring any license, consent, permission or other transfer of rights to you of any Intellectual Property Rights, whether by estoppel, implication or otherwise. Except as expressly set out in these Terms and Conditions, you may not reproduce, modify or in any way commercially exploit or otherwise make available any of the Content. In particular, you may not without the prior written permission of ATOMIC:

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- Remove any of the intellectual property or other proprietary notices or otherwise alter the same; or
- Create a database howsoever by downloading and storing all or any Content in any form or media.
- Any rights not expressly granted in these Terms and Conditions are reserved.

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- ATOMIC has obtained licenses and/or consents to use the Content that is made available for order and/or download from the Site in the territories and on the media specified on this Site, including without limitation in the copyright documents referred to in Clause 3.1 above. However, please note that it is the responsibility of each Amer Sports Group Company or ATOMIC/Amer Sports Group Partner, where applicable to make all additional payments to writers, composers, artists, performers, music publishers, producers and any other parties who have rights in any of the Content (“Rights Owners”) which may be payable to Rights Owners or to any musicians union, collecting society or performers association under national laws applicable in the territory of the Amer Sports Group Company or ATOMIC/Amer Sports Group Partner in connection with the use of such Content.
- By ordering, downloading or using any of the Content from this Site, you, a duly authorized officer of the Amer Sports Group Company or the Authorized User, agree on behalf of the relevant Amer Sports Group Company or Authorized User that it shall indemnify ATOMIC and keep ATOMIC indemnified against, and hold ATOMIC and Amer Sports Group Companies free and harmless from, any and all claims, proceedings, liabilities, costs, losses, damages and expenses, including legal fees, suffered or incurred by ATOMIC and/or Amer Sports Group Companies arising out of or connected with the use of the Content by the Amer Sports Group Company or the Authorized User, or its or their agents, sub-contractors or other representatives acting on its or their behalf, in breach of these Terms and Conditions.
- You are solely responsible for any information submitted to be made available on this Site including, without limitation, ensuring such information is accurate and up-to-date and that it is not misleading and/or likely to mislead or deceive, discriminatory, offensive, obscene, defamatory or otherwise illegal, unlawful nor in breach of any applicable legislation, regulations, guidelines, codes of practice nor an infringement of any intellectual property rights of any person in any jurisdiction provided such use is in accordance with the information set out in the copyright document posted together with such Content. You are also responsible for ensuring that all information, data and files are free of viruses or other routines or engines that may damage or interfere with any system or data prior to being submitted to this intranet. ATOMIC reserves the right to remove any information supplied by you from the intranet at its sole discretion, at any time and for any reason without being required to give any explanation. You shall be responsible for ensuring that Content is taken down from this intranet as soon as any right to use or display such Content has expired.
- You must not undermine or seek to undermine the security of the Site or any information submitted to or available through it nor seek to access information you are not authorized to access. For example if any Content displayed on the Site is “for viewing only” or “creative work in progress” then such Content shall in no event be used for any purpose other than for viewing on the Site only.
- You must not alter or delete or seek to alter or delete any Content where you do not have the express permission of ATOMIC to do so.
- You must not overload or seek to overload the Site via spamming or flooding, or take any action or use any device, routine or software to crash, delay, damage or otherwise interfere with the operation of the Site or attempt to decipher, disassemble or modify any software, coding or information comprised in the Site.
- You must notify ATOMIC immediately if anyone makes or threatens to make any claim against you relating to your use of the Services.

- In the interests of protecting the integrity of the Services and the authorized users of the Site, you must notify ATOMIC immediately if you suspect that any Services are being compromised or used in an unauthorized way by any other authorized user of the Site or by a suspected unauthorized third party user.

#### **ATOMIC's liability to you**

- ATOMIC reserves the right at any time and without prior notice to you to edit, modify, suspend, terminate access to or remove the Services or to temporarily or permanently withdraw or terminate your access to the Services and may refuse to process any order or download for any reason. ATOMIC will not be liable to you or any third party in such circumstances.
- ATOMIC is under no obligation to make available any specific Content on this Site and any Content posted by ATOMIC is done so at ATOMIC's sole discretion and may be edited, modified or temporarily or permanently withdrawn by ATOMIC at any time.
- ATOMIC shall use its reasonable endeavours to ensure the maintenance and availability of the Services but availability may be affected by your equipment, communication networks, too many people trying to use the Services at the same time or other causes of interference including without limitation emergency maintenance of the Site which has to be carried out without notice.
- Nothing in these terms and conditions shall limit or exclude ATOMIC's liability for personal injury or death caused by the negligence or fraud of ATOMIC.
- ATOMIC does not warrant the accuracy or completeness of the information on this Site and ATOMIC does not accept any liability arising from any inaccuracy or omission in any of the information on this Site or any liability in respect of information on this Site supplied by you, any other web site or any other Person.
- The Services are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, all conditions or warranties, representations or other terms of any kind whether express or which may be implied by statute, common law or otherwise or incorporated into these Terms and Conditions by law or otherwise are hereby expressly excluded.
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- Your only remedy under these terms and conditions is to discontinue using the Services.
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#### **General**

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- You acknowledge and agree that by accepting these Terms and Conditions you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these terms and conditions or not) other than as expressly set out in these terms and conditions as a warranty. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.
- Except where prohibited by applicable law or provided otherwise herein, the Terms and conditions shall be governed by the laws of France without regard to its conflict of law provisions. If you are a US resident the following paragraph shall apply: The Terms and Conditions shall be governed by the laws of New York without regard to its conflicts of law provisions. Any dispute relating to these Terms or the Service shall be submitted to binding arbitration in Manhattan, New York within eighteen (18) months of the date the facts giving rise to the suit were known, or should have been known, by the complainant, except that ATOMIC may seek injunctive or other relief if you have violated or threatened to violate any intellectual property rights. All matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et. seq.). Arbitration shall be conducted by a single arbitrator under the then prevailing Wireless Arbitration Rules of the American Arbitration Association ("AAA"), Each party must submit any claim which would constitute a compulsory counterclaim in litigation or such claim shall be barred. No award of exemplary, special, consequential or punitive damages shall be permitted. The losing party, as determined by the arbitrator, shall pay the arbitration fees. The arbitrator's award shall be binding and may be entered as a judgment and enforceable in any court of competent jurisdiction. Arbitration shall be conducted on an individual, not class-wide basis, and no arbitration shall be joined with an arbitration involving any other person or entity.
- If any provision of these terms and conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

#### **Definitions**

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- "Content" means all content, data, materials and information available to view, order and download from the Site for use and exploitation by authorized users in the territory and on the media specified including, without limitation, any and all images, logos, pictures, photographs, text, games, software, video, music, sound or graphics files and any other advertising, promotional or other marketing materials available on the Site.
- "Person" shall include any corporation, limited liability company, partnership, limited liability partnership, joint venture, joint stock company, trust, estate, company and association, whether organized for profit or otherwise.
- "ATOMIC" means company ATOMIC Austria GmbH

- “Amer Sports Group” means Amer Sports Group companies affiliated to Amer Sports Corporation in charge of the distribution, promotion of ATOMIC products in its respective country
- “Authorized Use of the Content” means the authorized use in relation to the downloading or use of certain Contents as described below

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than for viewing on the Site only.

- You must not alter or delete or seek to alter or delete any Content where you do not have the express permission of ARMADA to do so.
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- ARMADA does not warrant the accuracy or completeness of the information on this Site and ARMADA does not accept any liability arising from any inaccuracy or omission in any of the information on this Site or any liability in respect of information on this Site supplied by you, any other web site or any other Person.
- The Services are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, all conditions or warranties, representations or other terms of any kind whether express or which may be implied by statute, common law or otherwise or incorporated into these Terms and Conditions by law or otherwise are hereby expressly excluded.
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- ARMADA shall not be liable to you in any way for loss, damage or delay consequent upon any circumstances beyond its reasonable control including but not limited to computer viruses, Act of God, inclement weather, act or omission of Government or public telephone or telecommunications operators or other competent authority or other party for whom ARMADA is not responsible.
- Your only remedy under these terms and conditions is to discontinue using the Services.
- ARMADA may include links to third party websites on this Site. These are provided solely for your convenience. If you use these links, you leave the Site. ARMADA is not responsible for these websites or their content or availability. ARMADA does not endorse or make any representations about them or any material found there, or any results that may be obtained from using them. ARMADA excludes all liability in relation to such third party websites including any content on such third party websites and any statements and expressions made on these website. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk. Please note that use of such third party websites may be subject to such third party's terms and conditions.

General

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- You acknowledge and agree that by accepting these Terms and Conditions you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any

person (whether party to these terms and conditions or not) other than as expressly set out in these terms and conditions as a warranty. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

- Except where prohibited by applicable law or provided otherwise herein, the Terms and conditions shall be governed by the laws of France without regard to its conflict of law provisions. If you are a US resident the following paragraph shall apply: The Terms and Conditions shall be governed by the laws of New York without regard to its conflicts of law provisions. Any dispute relating to these Terms or the Service shall be submitted to binding arbitration in Manhattan, New York within eighteen (18) months of the date the facts giving rise to the suit were known, or should have been known, by the complainant, except that ARMADA may seek injunctive or other relief if you have violated or threatened to violate any intellectual property rights. All matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et. seq.). Arbitration shall be conducted by a single arbitrator under the then prevailing Wireless Arbitration Rules of the American Arbitration Association ("AAA"), Each party must submit any claim which would constitute a compulsory counterclaim in litigation or such claim shall be barred. No award of exemplary, special, consequential or punitive damages shall be permitted. The losing party, as determined by the arbitrator, shall pay the arbitration fees. The arbitrator's award shall be binding and may be entered as a judgment and enforceable in any court of competent jurisdiction. Arbitration shall be conducted on an individual, not class-wide basis, and no arbitration shall be joined with an arbitration involving any other person or entity.

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- "Person" shall include any corporation, limited liability company, partnership, limited liability partnership, joint venture, joint stock company, trust, estate, company and association, whether organized for profit or otherwise.
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## TERMS AND CONDITIONS

### WELCOME TO PEAK PERFORMANCE BRAND CENTRE

Please read these Terms and Conditions carefully. These are the general Terms and Conditions governing your access to and use of this site (currently at [<https://dam.amersports.com>] "Site") and the Content available on or through the Site (collectively, the "Services"). If you do not agree with them, you should not proceed any further. By continuing to browse or otherwise use the Services, you agree to be bound by these Terms and Conditions.

#### 1. ELIGIBILITY

You are permitted to access and use the Services for lawful purposes if you are registered on the Authorization List. You are permitted to access and use the Services for lawful purposes on behalf of and as directed by Peak Performance or an Amer Sports Group Company in compliance with these Terms and Conditions if you are registered on the Authorization List as an Authorized User. Different levels of authorization may be granted (i.e. viewing only or viewing and ordering). If you wish to confirm whether you are registered on the Authorization List, please contact: [[fred.malmros@amersports.com](mailto:fred.malmros@amersports.com)].

#### 2. PERMITTED USE

You undertake that except with the prior written consent of Peak Performance you shall use the Content solely for the lawful purposes of the businesses of the Amer Sports Group Companies.

Without limitation to the foregoing, you must:

1. Comply with any additional restrictions or other requirements in relation to the use of the Content which are or may be set out on this Site (such as private or public sections of the Site, and any pop-up warning boxes that appear in relation to the downloading or use of certain Content) and which reflect the rights which Peak Performance has to use and allow other Authorized Users to use and exploit the Content;
2. Not display the Content or any part of them in any public area or on a bulletinboard

or internet site, nor transmit them over the world wide web, (except aspermitted by the copyright document);

3. Not pass on any Content or any information contained in the Content to any Person which is not an Amer Sports Group Company or an Authorized User;
4. Not use the Content in any manner which infringes the intellectual property rights or any other right of any licensor of Peak Performance or other third party;
5. Not download or store the Content locally on your PC or other media in a permanent format other than for the permitted purpose. If the same piece of Content is downloaded for a different purpose it should be downloaded again from this website. This is important to ensure that the permission to use such Content has not expired or changed in the meantime and to ensure that no copies of Content are kept beyond the permitted term of use;
6. Not attempt any unauthorized access to any part of the Site nor the Content;
7. Not upload or transmit any materials through the Site except as previously agreed with Peak Performance in writing;
8. Only use the Content in compliance with (i) applicable legislation including without limitation applicable advertising and marketing codes, and (ii) the terms and conditions of any commercial, branding or other agreement between Peak Performance and the Amer Sports Group Company and Peak Performance or the Amer Sports Group Company with its partner as may be in force from time to time in connection with access to and use of the Content by the Amer Sports Group Company or Peak Performance/Amer Sports Group Company partner.

It is your sole responsibility to satisfy yourself prior to using the Content in any way that it is suitable for your purposes and up to date. Peak Performance does not represent or warrant that the Content is accurate, complete, or current.

Except as expressly permitted by these Terms and Conditions or applicable laws, you must not copy, remove, reformat, modify, interfere with, obscure, display, distribute, transmit, publish, license, create derivative works from, sell or otherwise transfer or make available any Content or other information, products, services or software obtained from the Services or in any way decompile or reverse engineer the software underlying this Site.

Each registration for access to the Site is for a single user only. You must ensure that any username and password issued to you to access this Site is at all times kept safely and secure and not given to any other person. Responsibility for the security of your username and password rests with you. If you suspect that the password is no longer safe, please immediately contact Peak Performance so that your old password can be invalidated, and a new password will be issued.

### **3. INTELLECTUAL PROPERTY RIGHTS**

The logos, trademarks, and other intellectual property or proprietary rights (including any patents, copyright and related rights, database rights, design rights, trademarks, trade

names, service marks (whether any of the foregoing are registered or unregistered and including any applications to protect any of the foregoing), knowhow and confidential information and all rights or forms of protection of a similar nature existing anywhere in the world) in the Content or which otherwise appear or subsist in the Site are the property of Peak Performance, Amer Sports Group Companies or its or their licensors (the “**Intellectual Property Rights**”). You are only permitted to use the Services (and any Intellectual Property Rights therein) as expressly authorized by Peak Performance, Amer Sports Group Companies or its or their licensors and, in respect of the Content, as described in any applicable copyright document posted together with the Content on the Site.

Other than as expressly provided in these Terms and Conditions, nothing on this Site or arising from your use of the Content shall be construed as conferring any license, consent, permission or other transfer of rights to you of any Intellectual Property Rights, whether by estoppel, implication or otherwise. Except as expressly set out in these Terms and Conditions, you may not reproduce, modify or in any way commercially exploit or otherwise make available any of the Content. In particular, but without limitation to the foregoing, you may not without the prior written permission of Peak Performance:

1. Redistribute any Content;
2. Remove any of the intellectual property or other proprietary notices or otherwise alter the same; or
3. Create a database howsoever by downloading and storing all or any Content in any form or media.

Any rights not expressly granted in these Terms and Conditions are reserved.

#### **4. YOUR RESPONSIBILITIES**

Peak Performance has obtained licenses and/or consents to use the Content that is made available for order and/or download from the Site in the territories and on the media specified on this Site, including without limitation in the copyright documents referred to in Section 3 above. However, please note that it is the responsibility of each Amer Sports Group Company or Peak Performance/Amer Sports Group Partner, where applicable to make all additional payments to writers, composers, artists, performers, music publishers, producers and any other parties who have rights in any of the Content (“**Rights Owners**”) which may be payable to Rights Owners or to any musicians union, collecting society or performers association under national laws applicable in the territory of the Amer Sports Group Company or Peak Performance/Amer Sports Group Partner in connection with the use of such Content.

By ordering, downloading or using any of the Content from this Site, you, a duly authorized representative of the Amer Sports Group Company or the Authorized User, agree on behalf of the relevant Amer Sports Group Company or Authorized User that it shall indemnify Peak Performance and keep Peak Performance indemnified against, and hold Peak Performance and Amer Sports Group Companies free and harmless from, any and all claims, proceedings,

liabilities, costs, losses, damages and expenses, including legal fees, suffered or incurred by Peak Performance and/or Amer Sports Group Companies arising out of or connected with the use of the Content by the Amer Sports Group Company or the Authorized User, or its or their agents, sub-contractors or other representatives acting on its or their behalf, in breach of these Terms and Conditions.

You are solely responsible for any information submitted to be made available on this Site including, without limitation, ensuring such information is accurate and up-to-date and that it is not misleading and/or likely to mislead or deceive, discriminatory, offensive, obscene, defamatory or otherwise illegal, unlawful nor in breach of any applicable legislation, regulations, guidelines, codes of practice nor an infringement of any intellectual property rights of any person in any jurisdiction provided such use is in accordance with the information set out in the copyright document posted together with such Content. You are also responsible for ensuring that all information, data and files are free of viruses or other routines or engines that may damage or interfere with any system or data prior to being submitted to this intranet. Peak Performance reserves the right to remove any information supplied by you from the intranet at its sole discretion, at any time and for any reason without being required to give any explanation. You shall be responsible for ensuring that Content is taken down from this intranet as soon as any right to use or display such Content has expired.

You must not undermine or seek to undermine the security of the Site or any information submitted to or available through it nor seek to access information you are not authorized to access. For example if any Content displayed on the Site is "for viewing only" or "creative work in progress" then such Content shall in no event be used for any purpose other than for viewing on the Site only.

You must not alter or delete or seek to alter or delete any Content where you do not have the express permission of Peak Performance to do so.

You must not overload or seek to overload the Site via spamming or flooding, or take any action or use any device, routine or software to crash, delay, damage or otherwise interfere with the operation of the Site or attempt to decipher, disassemble or modify any software, coding or information comprised in the Site.

You must notify Peak Performance immediately if anyone makes or threatens to make any claim against you relating to your use of the Services.

In the interests of protecting the integrity of the Services and the authorized users of the Site, you must notify Peak Performance immediately if you suspect that any Services are being compromised or used in an unauthorized way by any other authorized user of the Site or by a suspected unauthorized third party user.

## **5. PEAK PERFORMANCE'S LIABILITY TO YOU**

Peak Performance reserves the right at any time and without prior notice to you to edit, modify, suspend, terminate access to or remove the Services or to temporarily or permanently withdraw or terminate your access to the Services and may refuse to process any order or download for any reason. Peak Performance will not be liable to you or any third party in such circumstances.

Peak Performance is under no obligation to make available any specific Content on this Site and any Content posted by Peak Performance is done so at Peak Performance's sole discretion and may be edited, modified or temporarily or permanently withdrawn by Peak Performance at any time.

Peak Performance shall use its reasonable endeavors to ensure the maintenance and availability of the Services but availability may be affected by your equipment, communication networks, too many people trying to use the Services at the same time or other causes of interference including without limitation emergency maintenance of the Site which has to be carried out without notice.

Nothing in these terms and conditions shall limit or exclude Peak Performance's liability for personal injury or death caused by the negligence or fraud of Peak Performance.

Peak Performance does not warrant the accuracy or completeness of the information on this Site and Peak Performance does not accept any liability arising from any inaccuracy or omission in any of the information on this Site or any liability in respect of information on this Site supplied by you, any other web site or any other Person.

The Services are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, all conditions or warranties, representations or other terms of any kind whether express or which may be implied by statute, common law or otherwise or incorporated into these Terms and Conditions by law or otherwise are hereby expressly excluded.

Due to the inherent risks in using the Internet, Peak Performance cannot be liable for any damage to, or viruses that may infect, your computer equipment or other property when using or browsing the Site, using the Services or when downloading any Content and Peak Performance shall not be liable for any losses, claims, damages, or any punitive, indirect, incidental or consequential loss or damage of any kind (including but not limited to lost profits or lost savings or loss or corruption of data) whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with (i) any use/ misuse of or inability to use the Services and (ii) any failure or delay in the use or misuse of or inability to use or any non-delivery of any component of the Services even if Peak Performance has been forewarned of such loss or damage.

Peak Performance shall not be liable to you in any way for loss, damage or delay consequent upon any circumstances beyond its reasonable control including but not limited to computer viruses, Act of God, inclement weather, act or omission of Government or public telephone or telecommunications operators or other competent authority or other party for whom Peak

Performance is not responsible.

Your only remedy under these terms and conditions is to discontinue using the Services

Peak Performance may include links to third party websites on this Site. These are provided solely for your convenience. If you use these links, you leave the Site. Peak Performance is not responsible for these websites or their content or availability. Peak Performance does not endorse or make any representations about them or any material found there, or any results that may be obtained from using them. Peak Performance excludes all liability in relation to such third party websites including any content on such third party websites and any statements and expressions made on these website. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk. Please note that use of such third party websites may be subject to such third party's terms and conditions.

## **6. GENERAL**

Peak Performance reserves the right to revise these Terms and Conditions at any time. By continuing to use the Services you will be deemed to have accepted the revised Terms and Conditions. It is your responsibility to check periodically to ensure that you have read the most current version.

You acknowledge and agree that by accepting these Terms and Conditions you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these terms and conditions or not) other than as expressly set out in these terms and conditions as a warranty. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.

Except where prohibited by applicable law or provided otherwise herein, the Terms and conditions shall be governed by the laws of France without regard to its conflict of law provisions. If you are a US resident the following paragraph shall apply: The Terms and Conditions shall be governed by the laws of New York without regard to its conflicts of law provisions. Any dispute relating to these Terms or the Service shall be submitted to binding arbitration in Manhattan, New York within eighteen (18) months of the date the facts giving rise to the suit were known, or should have been known, by the complainant, except that Peak Performance may seek injunctive or other relief if you have violated or threatened to violate any intellectual property rights. All matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et. seq.). Arbitration shall be conducted by a single arbitrator under the then prevailing Wireless Arbitration Rules of the American Arbitration Association ("AAA"), Each party must submit any claim which would constitute a compulsory counterclaim in litigation or such claim shall be barred. No award of exemplary, special, consequential or punitive damages shall be permitted. The losing party, as determined by the arbitrator, shall pay the arbitration fees. The arbitrator's award shall be binding and may be entered as a judgment and enforceable in any court of competent jurisdiction. Arbitration shall be



conducted on an individual, not class-wide basis, and no arbitration shall be joined with an arbitration involving any other person or entity.

If any provision of these terms and conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

## 7. DEFINITIONS

**“Authorized User”** means an approved supplier of Peak Performance and/or user of an Amer Sports Group Company or of Peak Performance/Amer Sports Group Partners.

**“Content”** means all content, data, materials and information available to view, order and download from the Site for use and exploitation by authorized users in the territory and on the media specified including, without limitation, any and all images, logos, pictures, photographs, text, games, software, video, music, sound or graphics files and any other advertising, promotional or other marketing materials available on the Site.

**“Person”** shall include any corporation, limited liability company, partnership, limited liability partnership, joint venture, joint stock company, trust, estate, company and association, whether organized for profit or otherwise.

**“Peak Performance”** means company Peak Performance Production AB.

**“Amer Sports Group”** means Amer Sports Group companies affiliated to Amer Sports Corporation in charge of the distribution, promotion of Peak Performance products in its respective party.

**“Authorized Use of the Content”** means the authorized use as described in pop-up warning boxes that appear in relation to the downloading or use of certain Content as described below:

- *“Product images: Free of rights. When possible, credit the photographer”*
  - For this category of image, the Authorized User is authorized to use the image in all media for the purpose of promoting Peak Performance products and/or Peak Performance brand, including advertising campaign if expressly authorized by Peak Performance. The Authorized User shall indicate the name of the photographer when using the selected pictures as much as materially possible.
  
- *“Ambient images/All rights: Peak Performance exclusive all rights. Always credit the photographer. Imagery intended to directly promote Peak Performance products and or brand.”*
  - For this category of image, the Authorized User is authorized to use the image in all media including advertising campaigns. The image shall be used exclusively in connection or for the purpose of promoting Peak Performance

products and/or Peak Performance brand. The Authorized User shall always indicate the name of the photographer.

- *“Ambient images: Third party rights for press usage which directly promotes Peak Performance products and or brand. Always credit the photographer.”*
  - For this category of image, the Authorized User is authorized to use the image exclusively for editorial press usage only, excluding magazines covers and all other media. The image shall be used exclusively in connection or for the purpose of promoting Peak Performance products and/or Peak Performance brand. The Authorized User shall always indicate the name of the photographer.
- *“Videos: No rights TV or cinema. Intended for online, events and in-store.”*
  - The videos can be used only for online communication, events or in-store for the promotion of Peak Performance products and/or Peak Performance brand. The videos cannot be used on cinema or television including broadband television accessible through Internet providers or IPTV.
- *“Toolkits: All imagery in Peak Performance toolkits is Peak Performance exclusive. It is forbidden to use images from toolkits out of the context of their intended use. For all ambient imagery needs the user must go through the proper channels of the brand center usage rights acceptance.”*
  - The Authorized User shall not use images that are part of the toolkit separately from the toolkit and its intended use. All images/videos that are part of the toolkit shall be used in accordance with the Authorized Use as described herein.



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- You are permitted to access and use the Services for lawful purposes on behalf of and as directed by Salomon or an Amer Sports Group Company in compliance with these Terms and Conditions if you are registered on the Authorisation List as an Authorised User
- Different levels of authorisation may be granted (i.e. viewing only or viewing and ordering).
- If you wish to confirm whether you are registered on the Authorisation List, please contact: [brandcenter@salomon.com](mailto:brandcenter@salomon.com)

### PERMITTED USE

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  2. not display the Content or any part of them in any public area or on a bulletin board or internet site, nor transmit them over the world wide web, (except as permitted by the copyright document);
  3. not pass on any Content or any information contained in the Content to any Person which is not an Amer Sports Group Company or an Authorised User;
  4. not use the Content in any manner which infringes the intellectual property rights or any other right of any licensor of Salomon or other third party;

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  - Except as expressly permitted by these Terms and Conditions or applicable laws, you must not copy, remove, reformat, modify, interfere with, obscure, display, distribute, transmit, publish, licence, create derivative works from, sell or otherwise transfer or make available any Content or other information, products, services or software obtained from the Services or in any way decompile or reverse engineer the software underlying this Site.
  - Each registration for access to the Site is for a single user only. You must ensure that any username and password issued to you to access this Site is at all times kept safely and secure and not given to any other person. Responsibility for the security of your username and password rests with you. If you suspect that the password is no longer safe, please immediately contact Salomon so that your old password can be invalidated and a new password will be issued.

## INTELLECTUAL PROPERTY RIGHTS

- The logos, trademarks, and other intellectual property or proprietary rights (including any patents, copyright and related rights, database rights, design rights, trademarks, trade names, service marks (whether any of the foregoing are registered or unregistered and including any applications to protect any of the foregoing), knowhow and confidential information and all rights or forms of protection of a similar nature existing anywhere in the world) in the Content or which otherwise appear or subsist in the Site are the property of Salomon, Amer Sports Group Companies or its or their licensors (the “**Intellectual Property Rights**”). You are only permitted to use the Services (and any Intellectual Property Rights therein) as expressly authorised by Salomon, Amer Sports Group Companies or its or their licensors and, in respect of the Content, as described in any applicable copyright document posted together with the Content on the Site.
- Other than as expressly provided in these Terms and Conditions, nothing on this Site or arising from your use of the Content shall be construed as conferring any licence, consent, permission or other transfer of rights to you of any Intellectual Property Rights, whether by estoppel, implication or otherwise. Except as expressly set out in these Terms and Conditions, you may not reproduce, modify or in any way commercially exploit or otherwise make available any of the Content. In particular, you may not without the prior written permission of Salomon:
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  - remove any of the intellectual property or other proprietary notices or otherwise alter the same; or

- create a database howsoever by downloading and storing all or any Content in any form or media.
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- By ordering, downloading or using any of the Content from this Site, you, a duly authorised officer of the Amer Sports Group Company or the Authorised User, agree on behalf of the relevant Amer Sports Group Company or Authorised User that it shall indemnify Salomon and keep Salomon indemnified against, and hold Salomon and Amer Sports Group Companies free and harmless from, any and all claims, proceedings, liabilities, costs, losses, damages and expenses, including legal fees, suffered or incurred by Salomon and/or Amer Sports Group Companies arising out of or connected with the use of the Content by the Amer Sports Group Company or the Authorised User, or its or their agents, sub-contractors or other representatives acting on its or their behalf, in breach of these Terms and Conditions.
- You are solely responsible for any information submitted to be made available on this Site including, without limitation, ensuring such information is accurate and up-to-date and that it is not misleading and/or likely to mislead or deceive, discriminatory, offensive, obscene, defamatory or otherwise illegal, unlawful nor in breach of any applicable legislation, regulations, guidelines, codes of practice nor an infringement of any intellectual property rights of any person in any jurisdiction provided such use is in accordance with the information set out in the copyright document posted together with such Content. You are also responsible for ensuring that all information, data and files are free of viruses or other routines or engines that may damage or interfere with any system or data prior to being submitted to this intranet. Salomon reserves the right to remove any information supplied by you from the intranet at its sole discretion, at any time and for any reason without being required to give any explanation. You shall be responsible for ensuring that Content is taken down from this intranet as soon as any right to use or display such Content has expired.
- You must not undermine or seek to undermine the security of the Site or any information submitted to or available through it nor seek to access information you are not authorised to access. For example if any Content displayed on the Site is “for viewing only” or “creative work in progress” then such Content shall in no event be used for any purpose other than for viewing on the Site only.
- You must not alter or delete or seek to alter or delete any Content where you do not have the express permission of Salomon to do so.
- You must not overload or seek to overload the Site via spamming or flooding, or take any action or use any device, routine or software to crash, delay, damage or otherwise interfere with the operation of the Site or attempt to decipher, disassemble or modify any software, coding or information comprised in the Site.
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- Salomon is under no obligation to make available any specific Content on this Site and any Content posted by Salomon is done so at Salomon's sole discretion and may be edited, modified or temporarily or permanently withdrawn by Salomon at any time.
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- Nothing in these terms and conditions shall limit or exclude Salomon's liability for personal injury or death caused by the negligence or fraud of Salomon.
- Salomon does not warrant the accuracy or completeness of the information on this Site and Salomon does not accept any liability arising from any inaccuracy or omission in any of the information on this Site or any liability in respect of information on this Site supplied by you, any other web site or any other Person.
- The Services are provided on an "as is" and "as available" basis. To the fullest extent permitted by law, all conditions or warranties, representations or other terms of any kind whether express or which may be implied by statute, common law or otherwise or incorporated into these Terms and Conditions by law or otherwise are hereby expressly excluded.
- Due to the inherent risks in using the Internet, Salomon cannot be liable for any damage to, or viruses that may infect, your computer equipment or other property when using or browsing the Site, using the Services or when downloading any Content and Salomon shall not be liable for any losses, claims, damages, or any punitive, indirect, incidental or consequential loss or damage of any kind (including but not limited to lost profits or lost savings or loss or corruption of data) whether based in contract, tort, strict liability, or otherwise, which arises out of or is in any way connected with (i) any use/ misuse of or inability to use the Services and (ii) any failure or delay in the use or misuse of or inability to use or any non-delivery of any component of the Services even if Salomon has been forewarned of such loss or damage.
- Salomon shall not be liable to you in any way for loss, damage or delay consequent upon any circumstances beyond its reasonable control including but not limited to computer viruses, Act of God, inclement weather, act or omission of Government or public telephone or telecommunications operators or other competent authority or other party for whom Salomon is not responsible.
- Your only remedy under these terms and conditions is to discontinue using the Services
- Salomon may include links to third party websites on this Site. These are provided solely for your convenience. If you use these links, you leave the Site. Salomon is not responsible for these websites or their content or availability. Salomon does not endorse or make any representations about them or any material found there, or any results that may be obtained from using them. Salomon excludes all liability in relation to such third party websites including any content on such third party websites and any statements and expressions made on these website. If you decide to access any of the third party websites linked to the Site, you do so entirely at your own risk. Please note that use of such third party websites may be subject to such third party's terms and conditions.

## GENERAL

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- You acknowledge and agree that by accepting these Terms and Conditions you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these terms and conditions or not) other than as expressly set out in these terms and conditions as a warranty. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.
- Except where prohibited by applicable law or provided otherwise herein, the Terms and conditions shall be governed by the laws of France without regard to its conflict of law provisions. If you are a US resident the following paragraph shall apply: The Terms and Conditions shall be governed by the laws of New York without regard to its conflicts of law provisions. Any dispute relating to these Terms or the Service shall be submitted to binding arbitration in Manhattan, New York within eighteen (18) months of the date the facts giving rise to the suit were known, or should have been known, by the complainant, except that Salomon may seek injunctive or other relief if you have violated or threatened to violate any intellectual property rights. All matters relating to arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. §1 et. seq.). Arbitration shall be conducted by a single arbitrator under the then prevailing Wireless Arbitration Rules of the American Arbitration Association ("AAA"), Each party must submit any claim which would constitute a compulsory counterclaim in litigation or such claim shall be barred. No award of exemplary, special, consequential or punitive damages shall be permitted. The losing party, as determined by the arbitrator, shall pay the arbitration fees. The arbitrator's award shall be binding and may be entered as a judgment and enforceable in any court of competent jurisdiction. Arbitration shall be conducted on an individual, not class-wide basis, and no arbitration shall be joined with an arbitration involving any other person or entity.
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- **"Person"** shall include any corporation, limited liability company, partnership, limited liability partnership, joint venture, joint stock company, trust, estate, company and association, whether organised for profit or otherwise.
- **"Salomon"** means company Salomon SAS
- **"Amer Sports Group"** means Amer Sports Group companies affiliated to Amer Sports Corporation in charge of the distribution, promotion of Salomon products in its respective country
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For this category of image, the Authorized User is authorized to use the image in all media for the purpose of promoting Salomon products and/or Salomon brand, including advertising campaign if expressly authorized by Salomon. The Authorized User shall indicate the name of the photographer when using the selected pictures as much as materially possible.

*“Ambient images/All rights: Salomon exclusive all rights. Always credit the photographer. Imagery intended to directly promote Salomon products and or brand.”*

For this category of image, the Authorized User is authorized to use the image in all media including advertising campaigns. The image shall be used exclusively in connection or for the purpose of promoting Salomon products and/or Salomon brand. The Authorized User shall always indicate the name of the photographer.

*“Ambient images: Third party rights for press usage which directly promotes Salomon products and or brand. Always credit the photographer.”*

For this category of image, the Authorized User is authorized to use the image exclusively for editorial press usage only, excluding magazines covers and all other media.

The image shall be used exclusively in connection or for the purpose of promoting Salomon products and/or Salomon brand. The Authorized User shall always indicate the name of the photographer.

*“Videos:No rights TV or cinema. Intended for online, events and in-store.”*

The videos can be used only for online communication, events or in-store for the promotion of Salomon products and/or Salomon brand. The videos cannot be used on cinema or television including broadband television accessible through Internet providers or IPTV

*“Toolkits: All imagery in Salomon toolkits is Salomon exclusive. It is forbidden to use images from toolkits out of the context of their intended use. For all ambient imagery needs the user must go through the proper channels of the brand center usage rights acceptance.”*

The Authorized User shall not use images that are part of the toolkit separately from the toolkit and its intended use. All images/videos that are part of the toolkit shall be used in accordance with the Authorized Use as described herein.





## TERMS AND CONDITIONS

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- c. Different levels of authorization may be granted by Wilson (*i.e.*, viewing only or viewing and ordering).
- d. If you wish to confirm whether you are registered on the Authorization List, please contact:

Emily Vargas  
Wilson Sporting Goods Co.  
130 East Randolph Street, Suite 600  
Chicago, IL 60601  
[Emily.Vargas@wilson.com](mailto:Emily.Vargas@wilson.com)

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  - vii. not upload or transmit any materials through the Site except as previously agreed with Wilson in writing; or
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- g. You must notify Wilson immediately if anyone makes or threatens to make any claim against you relating to your use of the Services.
- h. In the interests of protecting the integrity of the Services and the Authorized Users of the Site, you must notify Wilson immediately if you suspect that any Services are being compromised or used in an unauthorized way by any other Authorized User of the Site or by a suspected unauthorized third party user.

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## **GENERAL**

- a. Wilson reserves the right to revise these Terms and Conditions at any time. By continuing to use the Services you will be deemed to have accepted the revised Terms and Conditions. It is your responsibility to check periodically to ensure that you have read the most current version.
- b. You acknowledge and agree that by accepting these Terms and Conditions you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Terms and Conditions or not) other than as expressly set out in these Terms and Conditions as a warranty. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud.
- c. Except where prohibited by applicable law or provided otherwise herein, the Terms and Conditions shall be governed by the laws of the State of Illinois, United States of America without regard to its conflict of law provisions. You agree to submit to and waive any objections to the exclusive jurisdiction of and venue in the U.S. District Court for the Northern District of Illinois or any other forum in Chicago, Illinois for any litigation arising out of these Terms and Conditions or your use of the Services.
- d. If any provision of these Terms and Conditions is held to be invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

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- a. **“Authorized User”** means an authorized representative of approved supplier of Wilson and/or an Amer Sports Group Company and/or Wilson/Amer Sports Group Partners.
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- c. **“Person”** shall include any corporation, limited liability company, partnership, limited liability partnership, joint venture, joint stock company, trust, estate, company, association, and otherwise an entity, whether organized for profit or otherwise.
- d. **“Amer Sports Group Company”** means Amer Sports Group companies affiliated to Amer Sports Corporation in charge of the distribution, promotion of Wilson products in its respective country.
- e. **“Authorized Use of the Content”** means the authorized use as described in pop-up warning boxes that appear in relation to the downloading or use of certain Content as described below.

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- b. *“Ambient images: Third party rights for press usage which directly promotes Wilson products and or brand. Always credit the photographer.”*
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- c. *“Videos: No rights TV or cinema. Intended for online, events and in-store.”*
  - i. The videos can be used only for online communication, events or in-store for the promotion of Wilson products and/or Wilson brand. The videos cannot be used on cinema or television including broadband television accessible through internet providers
- d. *“Toolkits: All imagery in Wilson toolkits is Wilson-exclusive. It is forbidden to use images from toolkits out of the context of their intended use. For all ambient imagery needs the user must go through the proper channels of the brand center usage rights acceptance.”*
  - i. The Authorized User shall not use images that are part of the toolkit separately from the toolkit and its intended use. All images/videos that are part of the toolkit shall be used in accordance with the Authorized Use as described herein.