

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 www.atomicbrancenter.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

Permitted Use

- 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:
- 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 ATOMIC has to use and allow other
 Authorized Users to use and exploit the Content;
- 3. 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);
- 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

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.

- 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

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 ATOMIC, 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 ATOMIC, 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, you may not without the prior written permission of ATOMIC:

- Redistribute any Content;
- 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.

Your responsibilities

- 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, subcontractors 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.
- Due to the inherent risks in using the Internet, ATOMIC 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 ATOMIC 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 ATOMIC has been forewarned of such loss or damage.
- ATOMIC 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
 ATOMIC is not responsible.
- Your only remedy under these terms and conditions is to discontinue using the Services.
- ATOMIC 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. ATOMIC is not responsible for these websites or their content or availability. ATOMIC does not endorse or make any representations about them or any material found there, or any results that may be obtained

from using them. ATOMIC 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

- ATOMIC 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 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

- "Authorized User" means an approved supplier of ATOMIC and/or user of an Amer Sports Group Company or of ATOMIC/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.
- "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

Editorial Use

Editorial use implies use in media coverage. It does not include use for advertising purposes. It's permitted to download images for editorial use on following conditions. It is prohibited to make use of images in context with negative coverage or reports about ski sport relating issues and/or ATOMIC Austria GmbH and/or Amer Group and/or the person shown in the image. For use in editorial context copyright information has to be included thus it can be clearly allocated with the picture in question. That applies for print and online utilization. For that reason together with the image in use the following remark has to be shown:

© ATOMIC Austria GmbH / [name of the photographer]

The name of the photographer concerned can be found in the "file information" of each image.

Promotional Use

Promotional use implies the use of images for advertising purposes concerning products of ATOMIC by persons/suppliers/retailers that offer/market products of ATOMIC. It is permitted to download images for promotional use on following conditions. In any case promotional use has to be connected directly with promotion of products of ATOMIC. For promotional use of images that show an athlete/person an authorization has to be gained, which can be given exclusively by ATOMIC. For that purpose it is necessary to contact ATOMIC (contact: info.atomic@amersports.com). Otherwise the use is prohibited.