

# Peak Performance<sup>®</sup>

## TERMS AND CONDITIONS

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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

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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;
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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.

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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.

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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**

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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

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## **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

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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.

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**“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.

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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 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.
  
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- *“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.