

## Terms of use

### 1. The Site

This Site provides company information about Highbrid Outdoor, Inc., its subsidiaries and affiliated companies. The Site is controlled and operated by Highbrid Outdoor, Inc., a New York based company under American and New York State Laws, and whose registered office is located at P.O. Box 470655, Restoration Plaza Station, Brooklyn, NY 11247. The Site's Chief Editor is J. Perez of Highbrid Outdoor, Inc. The company Softcom Technology Consulting Inc., whose address is 10 Bay Street, Suite 310, Toronto, Ontario M5J 2R8 CANADA, provides the hosting services for the Site.

### 2. Compliance with Copyright and Trademark Laws

The elements you see, hear or read on the Site, as well as the Site's form and substance, are subject to copyright protection. In no event may you use, distribute, copy, reproduce, modify, distort, or transmit the Site or any of its elements, such as text, images or sounds without the prior written permission of Highbrid Outdoor, Inc. Trademarks, service marks and logos (collectively the "Trademarks") displayed on the Site are the property of Highbrid Outdoor, Inc. or are displayed by Highbrid Outdoor, Inc. with authorization from third parties. No license or right pertaining to any of these Trademarks shall be granted without the written permission of Highbrid Outdoor, Inc. or such other parties who may hold Trademarks displayed on the Site. Highbrid Outdoor, Inc. reserves the right to legally enforce any infringement of its intellectual property rights, including seeking criminal prosecution.

### 3. Images Displayed on the Site

The images or photographs of people or places displayed on the Site are either the property of, or used with permission by, Highbrid Outdoor, Inc. The use of these images or photographs is prohibited unless specifically authorized by Highbrid Outdoor, Inc. Any unauthorized use may violate copyright laws, trademark laws, the laws of privacy and publicity, or any other communications regulations.

### 4. General Warning

Highbrid Outdoor, Inc. shall not be responsible for any damages arising out of your access to, or use of, the Site, including any deterioration of, or viruses that may infect, your computer equipment or any other property. While Highbrid Outdoor, Inc. uses reasonable efforts to include accurate and up to date information on the Site, we make no warranties or representations as to accuracy. Highbrid Outdoor, Inc. assumes no liability or responsibility for any error or omissions in the content of the Site.

## 5. Limitation of liability and indemnity

NEITHER Highbrid Outdoor, Inc. NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SITE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT OR OTHER DAMAGES ARISING OUT OF YOUR ACCESS TO, OR USE OF, THE SITE. You agree to indemnify, defend and hold Highbrid Outdoor, Inc. and its subsidiaries, affiliates, and their respective directors, officers, employees, agents, licensors, or any person or entity involved in the creation, production, and distribution of the Site, harmless from, and against, any and all claims, liability, losses, costs and expenses incurred in connection with any breach by you of these Terms of Use or resulting from, or in connection with, your use of this Site.

## 6. Links to Other Sites

Highbrid Outdoor, Inc. provides links from the Site to other sites of affiliated and non-affiliated companies. Non-affiliated sites are independent from the Site. Highbrid Outdoor, Inc. does not edit or control such sites. Links to such sites shall, in no event, constitute an endorsement by or an association between Highbrid Outdoor, Inc. and such sites and Highbrid Outdoor, Inc. shall not be responsible for any content, products, services, advertising or other matter presented on such sites. We remind you that access to, and use of, any affiliated or non-affiliated sites is subject to their own Terms of Use and privacy policies.

## 7. Compliance with Laws

The Site is operated by Highbrid Outdoor, Inc. whose principal office is located in New York, NY (USA). Internet users accessing this Site from outside of New York, NY (USA) are responsible for compliance with any applicable local laws.

## 8. Access to the Site

Highbrid Outdoor, Inc. reserves the right, for any reason, in its sole discretion, to terminate, change, suspend or interrupt access, in whole or in part, to the Site, including its contents, features, or hours of availability without notice. You acknowledge and agree that in connection with the use of the Site you must provide for your own equipment, at your own cost, necessary to access the World Wide Web.

## 9. Protection of Personal Information

For more information on our policies with respect to privacy protection please read the Privacy policy. Highbrid Outdoor, Inc. affiliate sites may have their own different privacy policies and practices. You are encouraged to review these other policies to determine how any personal information you provide may be used.

## 10. Modification of Terms

Highbrid Outdoor, Inc. reserves the right to modify or update the present Terms of Use at any time without notice, so you are encouraged to review them from time to time.

### **Privacy policy**

As we have committed to in our TERMS OF USE, Highbrid Outdoor, Inc. respects your right to privacy protection while using the Site. We have created this Privacy Policy in order to explain what information we gather from your visit to our Site and how such information may be used.

#### 1. Collection and Use of Information

As a general policy, Highbrid Outdoor, Inc. does not request or collect personally identifiable information, such as your name, mailing address, or e-mail address on the Site. However, if you wish to obtain information about Highbrid Outdoor, Inc. or to register on a mailing list, you will be asked to provide certain personal contact information in order to process your request. In accordance with New York law, we inform you that certain personally identifiable information, such as your personal contact information, may be requested from you with respect to processing online information or registration requests. Such information is intended only for Highbrid Outdoor, Inc. who is responsible for its processing and will not be transferred to any other party. You have the right to access, change or oppose any information that concerns you. In the event that you wish to exercise your right, please contact us. Certain non-personal information may be recorded by the standard operation of Highbrid Outdoor, Inc.'s Internet servers. In order to help administer our site and enhance your online experience, the servers may gather information pertaining to the type of browser or operating system being used or your IP address.

#### 2. Links to Other Sites

This Site offers links to several other Highbrid Outdoor, Inc. and affiliated company product and service web sites that may collect personally identifiable information. Your use of, and provision of personally identifiable information to, such other sites is subject to the Terms of Use and Privacy Policies of such other sites.

#### 3. Security

Security for all personally identifiable information is important to us. We strive to take reasonable technical measures to prevent loss or unintended use of information transmitted to us at the time of collection or storage.

#### 4. Use of Cookies

A cookie is a small text file that a Website transfers to an individual's computer hard drive to help facilitate his or her navigation, streamline registration procedures or assist in the measurement of visitors to the site.

By definition, a cookie does not enable us to identify those who visit our site, it does however, record technical information concerning the navigation of a visitor (pages consulted, the date and time of consultation etc.) which we can read when the user visits at other times. Visitors to our site have the possibility to refuse cookies by configuring their navigators.

#### 5. Use of IP Addresses

An IP address is a number that is automatically assigned to your computer by your Internet provider whenever you are surfing the Web. Whenever you request pages from our Site, our servers log your IP address.

Highbrid Outdoor, Inc. collects IP addresses for the purposes of its system administration and to analyze the use of its Site. We do not link IP addresses to any information that is personally identifiable, which means that your session will be logged, but you remain anonymous to us.

We may use your IP address in cooperation with your Internet service provider to identify you if we feel it is necessary to enforce compliance with our Terms of Use or to protect our services, customers or as required by law.

#### 6. Modification of this Policy

Highbrid Outdoor, Inc. reserves the right to modify or update this Privacy Policy at any time without notice, so you are encouraged to review it from time to time.

#### 7. Contact Information

If you have any questions or comments regarding our Privacy Policy or Privacy Practices, please contact us at [privacy@highbridoutdoor.com](mailto:privacy@highbridoutdoor.com).

#### 8. Privacy Resources

For more information about local privacy laws, you may consult the following government websites:

France: <http://www.cnil.fr>

European Union: [http://europa.eu.int/comm/internal\\_market/fr](http://europa.eu.int/comm/internal_market/fr)

United States: <http://www.ftc.gov/privacy/>