

## TERMS & SERVICES

### LAST UPDATED

12 October 2017

### ACCEPTANCE

This website [www.ezicerinks.com](http://www.ezicerinks.com) (the "Site") is owned and operated by EZ ICE, Inc. ("EZ ICE"). As used herein, the terms "we", "us" and "our" refer to EZ ICE. EZ ICE offers this Site, including all information, tools, functions, features and services available from this Site to you, the user, conditioned upon your acceptance of all terms, conditions, policies and notices stated herein without modification.

By visiting our Site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service"). The Terms of Service shall be deemed to include all other operating rules, conditions, procedures and policies referenced herein and/or available by hyperlink at the Site or that otherwise may be published from time to time by EZ ICE (collectively, "Policies"), including without limitation, the Warranty Policy, Returns Policy, Privacy Policy and Copyright Policy. These Terms of Service apply to all users of the Site and other aspects of the Service, including without limitation users who are browsers, vendors, customers, merchants, and/ or contributors of content.

Any new services, features or tools which are added to the Site or other aspect of the Service shall also be subject to the Terms of Service.

IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF SERVICE, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO ENTER INTO THIS AGREEMENT, THEN DO NOT ACCESS OR USE THE SERVICE. NAVIGATING WITHIN THE SITE, ORDERING PRODUCTS OR OTHERWISE ACCESSING OR USING ANY ASPECTY OF THE SERVICE WILL CONSTITUTE ACCEPTANCE OF, AND CREATE A LEGALLY ENFORCEABLE CONTRACT UNDER WHICH YOU AGREE TO BE BOUND BY, ALL OF THESE TERMS OF SERVICE, WITHOUT MODIFICATION.

THIS DOCUMENT INCLUDES WARRANTY INFORMATION (SECTIONS 16 AND 17).

### SECTION 1 - ELIGIBILITY

The Service is intended by EZ ICE to be made available only to individuals who are at least 18 years old, or who are at least 13 years old and who have the express permission of their parent or guardian. If you do not qualify, then you are prohibited from accessing, using and registering for the Service. EZ ICE will not collect personally identifiable information from any person who is actually known to us to be under the age of 13. If we become aware that a person under 13 has provided personally identifiable information, EZ ICE will take steps to remove such information and terminate that individual's account, access and use of the Service.

You may not use our Service, or any of the products and services that are offered for sale at the Site (collectively, "Products") for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws). You must not transmit any worms or viruses or any code of a destructive nature. A breach or violation of any of the Terms of Service will result in an immediate termination of your access to the Service.

## SECTION 2 - GENERAL CONDITIONS

We reserve the right to refuse to provide the Service to anyone for any reason at any time. You understand that your content (not including credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices. Credit card information is always encrypted during transfer over networks.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the Site through which the Service is provided, without our express written permission. The headings used herein are included for convenience only and will not limit or otherwise affect these Terms of Service.

## SECTION 3 - ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this Site or in other aspects of the Service is not accurate, complete or current. The material on this Site and in other aspects of the Service is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material available from the Service is at your own risk.

This Site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this Site at any time, but we have no obligation to update any information on our Site. You agree that it is your responsibility to monitor changes to our Site.

#### SECTION 4 - MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our Products are subject to change without notice. We reserve the right at any time to modify, suspend or discontinue the Service (or any part or content thereof) and the Products offered at the Site, in whole or in part, without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service or Products.

#### SECTION 5 - PRODUCTS AND SERVICES

Certain Products may be available exclusively online through the Site and may have limited quantities.

We have made every effort to display as accurately as possible the colors and images of our Products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our Products to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any Product that we offer. All descriptions of Products and Product pricing are subject to change at any time without notice, at our sole discretion. We reserve the right to change or discontinue any Product at any time. Any offer for any Product made on this Site or otherwise through the Service is void where prohibited.

You should carefully review the Important Product Safeguards that are set forth in Section 15 below.

#### SECTION 6 – BILLING; ACCURACY OF BILLING AND ACCOUNT INFORMATION; REFUNDS

Please note that the billing policies that are disclosed to you in using the service are deemed part of these Terms of Service. Notwithstanding anything herein, you are solely responsible for all taxes associated with your use of the Service.

EZ ICE bills you through an online account (your "Billing Account") for use of the Service. You agree to pay EZ ICE all charges at the prices then in effect for any use of the Service by you or other persons (including your agents) using your Billing Account, and you authorize EZ ICE to charge your chosen payment provider (your "Payment Method") for the Service. You agree to make payment using that selected Payment Method. EZ ICE reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment.

The terms of your payment will be based on your Payment Method and may be determined by agreements between you and the financial institution, credit card issuer or other provider of your chosen payment method.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event that we make a change to or cancel an order, we will attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete, and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

If your Product arrives damaged or if it is not the item that was promised to you, you may return it and request a refund; provided, however, that (i) the return or refund request must be made within seven (7) days of your receipt of the Product, and (ii) the Product is returned in the same condition that you received it. We will make our best efforts to provide a resolution in accordance with all applicable laws and regulations; however, you acknowledge and agree that each situation is unique and thus we cannot guarantee a refund or credit. You acknowledge and agree that you are solely responsible for any shipping costs associated with a return; in the event that we issue you a refund or credit, the total shipping cost will be deducted from such refund or credit.

## SECTION 7 - SHIPPING

If you elect to make a purchase, your total price will include the price of the Product plus any applicable shipping costs and sales and/or use tax. The shipping costs will depend on your shipping address; sales and/or use tax will depend on both your shipping address and the sales and/or use tax rate in effect at the time you make a purchase. If goods sold over the internet are not subject to a sales or use tax in your state, you will not be charged such tax.

If your Product is not shipped, is shipped to the wrong address, or is lost in transit, please email us at [contact@ezicerinks.com](mailto:contact@ezicerinks.com) as soon as you discover the discrepancy.

## SECTION 8 - OPTIONAL TOOLS

We may provide you with access to third-party tools over which we neither monitor nor have any control or input. You acknowledge and agree that we provide access to such tools "as is" and "as available" without any warranties, representations or conditions of any kind and without any endorsement. We shall have no liability whatsoever arising from or relating to your use of optional third-party tools.

Any use by you of optional tools offered through the Service is entirely at your own risk and discretion and you should ensure that you are familiar with and approve of the terms on which tools are provided by the relevant third-party provider(s). We may also, in the future, offer new services and/or features through the Service (including, the release of new tools and resources). Such new features and/or services shall also be deemed included in the Service and subject to these Terms of Service.

## SECTION 9 - THIRD-PARTY LINKS

Third-party links made available through the Service may direct you to third-party websites that are not affiliated with us. We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties.

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

## SECTION 10 - USER GENERATED CONTENT

A. Responsibility for User Generated Content. EZ ICE may offer users the opportunity to post, upload, or otherwise make available on or submit through the Service photos, text, drawings, files, images, sounds, videos, comments, ratings, reviews, messages, questions, suggestions, information, data, personally identifiable information, or other information or materials and the ideas contained therein (collectively "User Generated Content"). The Service may include a variety of features, such as discussion forums, blogs, photo and video sharing pages, e-mail services and social networking features that allow feedback to us and that allow users to interact with each other through the Service and post content and materials for display on the Site. The Service also may include other features, such as personalized home pages and e-mail services, which allow users to communicate with third parties. By accessing and using any such features, you represent and agree: (i) that you have read and agree to abide by our Community Rules (described below); (ii) that you are the owner of any material you post or submit, or that you are making your posting or submission with the express consent of the owner of the material; (iii) that you are making your posting or submission with the express consent of anyone pictured in any material you post or submit, (iv) that you are 18 years of age or older; (v) that the materials will not violate the rights of, or cause injury to, any person or entity; and (vi) that you will indemnify and hold harmless us, our affiliates, and each of our and their respective directors, officers, managers, employees, shareholders, agents, representatives and licensors, from and against any liability of any nature arising out of or related to any content or materials displayed on or submitted via the Service by you or by others using your account, username or password. You also grant us a license to use the materials you post or submit via such feature (as described below).

Responsibility for what is posted on discussion forums, blogs, photo- and video-sharing pages at the Site, and other parts of the Service through which users can supply information or material, or sent via any e-mail services that are made available via the Service, lies with each user - you alone are responsible for the material you post or send. We do not control the messages, information or files that you or others may transmit, post or otherwise provide on or through the Service.

You understand that we have no obligation to monitor any discussion forums, blogs, photo- or video-sharing pages at the Site, or other parts of the Service through which users can supply information or material. However, we reserve the right at all times, in our sole discretion, to screen content submitted by users and to edit, move, delete, and/or refuse to accept any content that in our judgment violates these Terms of Service or is otherwise unacceptable or inappropriate, whether for legal or other reasons.

You acknowledge and agree that we may preserve content and materials submitted by you, and may also disclose such content and materials if required to do so by law or if, in our business judgment, such preservation or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce these Terms of Service; (c) respond to claims that any content or materials submitted by you violate the rights of third parties; or (d) protect the rights, property, or personal safety of us, our affiliates, our officers, directors, employees, representatives, our licensors, other users, and/or the public.

B. User Feedback and Submissions. EZ ICE welcomes your feedback, but if you send us or post or otherwise in any manner provide: any feedback, messages, comments or tags; your creative or original concepts or ideas; or any content, data, text, photographs, graphics or other materials; or any confidential, proprietary or other information (collectively, "Submissions"); then you represent and warrant to EZ ICE that you either own the Submission or have the right to grant EZ ICE the license described below. EZ ICE does not claim to own such Submission, only the rights you have licensed to us.

You agree that in making a Submission, EZ ICE shall not be required to compensate you for any such license or Submission, that any such Submission shall not be considered confidential or non-public once submitted to EZ ICE, and that EZ ICE alone is free to decide whether or not to post or use the Submission. In the event a Submission is posted, you acknowledge and agree that the Submission and its contents become publicly available and, as set forth below, can be used by others. Further, by providing a Submission through the Service, you: (a) agree not to make any Submission that violates in any way the Terms of Service; (b) automatically grant EZ ICE a perpetual, worldwide, unlimited, irrevocable, transferable, assignable, sublicenseable, royalty-free license to use the Submission, and exercise all copyright, publicity and other intellectual property and proprietary rights with respect to any such Submission; (c) subject to existing laws, waive any moral rights you or your licensors have in any such Submission; and (d) agree to pay for all fees, royalties, or other costs and expenses claimed by any third party arising out of you making any Submission.

C. Community Rules. The Service may include a variety of features, such as discussion forums, blogs, photo- and video-sharing pages, e-mail services and social networking features that allow us to receive feedback and allow users to interact with each other and post content and materials for display through the Service. The Service also may include other features, such as personalized home pages and e-mail services, that allow users to communicate with third parties. By accessing and using any such features, you represent and agree that you will not:

- Restrict or inhibit any other user from using and enjoying the Service;
- Use the Service to impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity;
- Interfere with or disrupt any servers or networks used to provide the Service or its features, or disobey any requirements, procedures, policies or regulations of the networks we use to provide the Service;
- Use the Service to instigate or encourage others to commit illegal activities or cause injury or property damage to any person;
- Gain unauthorized access to the Service, or any account, computer system, or network connected to the Service, by means such as hacking, password mining or other illicit means;
- Obtain or attempt to obtain any materials or information through any means not intentionally made available through the Service;
- Use the Service to post or transmit any unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, state, national or international law;
- Use the Service to post or transmit any information, software or other material that violates or infringes upon the rights of others, including material that is an invasion of privacy or publicity rights or that is protected by copyright, trademark or other intellectual property or proprietary right, or derivative works with respect thereto, without first obtaining permission from the owner or rights holder.

D. Availability of Service and Content. EZ ICE may immediately suspend or terminate the availability of the Site and Content (and any elements and features of them) and other aspects of the Service for any reason, in EZ ICE's sole discretion, and without advance notice or liability.

E. Our Right to Use User Generated Content. When you submit, post or otherwise provide any User Generated Content, you grant us, and anyone authorized by us, a royalty-free, perpetual, irrevocable, non-exclusive, transferable, assignable, sublicenseable, unrestricted, worldwide license to use, copy, modify, transmit, sell, exploit, create derivative works from, distribute, and/or publicly perform or display such User Generated Content, in whole or in part, in any manner or medium (whether now known or hereafter developed), for any purpose that we choose. The foregoing grant includes the right to exploit any intellectual property or proprietary rights in such User Generated Content, including, but not limited to, rights under copyright, trademark, trade secret or patent laws that exist in any relevant jurisdiction. Also, in connection with the exercise of these rights, you grant us, and anyone authorized by us, the right to identify you as the author of any of your User Generated Content by name, e-mail address or screen name, as we deem appropriate. EZ ICE has no obligation of any kind with respect to such User Generated Content and is free to reproduce, modify, use, disclose and distribute any portion of the User Generated Content, including any ideas or information contained in the



User Generated Content for any purpose whatsoever. You understand that the technical processing and transmission of the Site, including content submitted by you including the User Generated Content, may involve transmissions over various networks, and may involve changes to conform and adapt the User Generated Content to technical requirements of connecting networks or devices. You will not receive any compensation of any kind for the use of any materials submitted by you including, without limitation, any User Generated Content.

## SECTION 11 - UNSOLICITED IDEAS AND MATERIALS; NO CONFIDENTIAL RELATIONSHIP WITH EZ ICE.

EZ ICE employs individuals to develop new ideas. As a result, EZ ICE does not wish to receive any unsolicited ideas or materials for new or improved products or services ("Unsolicited Ideas and Materials"). Do not send to EZ ICE (even within any of your User Generated Content that we may request), in any form and by any means, any Unsolicited Ideas and Materials. Any Unsolicited Ideas and Materials you post on or send to us via the Service or any other means are and shall be deemed to be User Generated Content and freely licensed to us as described previously.

Your relationship with EZ ICE is not a confidential, fiduciary, or other type of special relationship and your Unsolicited Ideas and Materials, and anything else submitted by you (such as any questions, comments, answers, correspondence, postings, and the like) will be treated as non-confidential and non-proprietary User Generated Content — regardless of whether you mark them "confidential", "proprietary", or the like. EZ ICE will not assume any responsibility, obligation, or liability for the receipt or non-receipt of any of the foregoing or for the loss or destruction of any of the foregoing. Therefore, your decision to submit any Unsolicited Ideas and Materials to EZ ICE does not place EZ ICE in a position that is any different from the position held by members of the general public with regard to your Unsolicited Ideas and Materials.

EZ ICE's receipt of your Unsolicited Ideas and Materials is not an admission by EZ ICE of their novelty, priority, or originality, and it does not impair EZ ICE's right to contest existing or future intellectual property rights relating to your Unsolicited Ideas and Materials.

## SECTION 12 - PERSONAL INFORMATION

Your submission of personal information through the Service (including the store) is governed by our Privacy Policy, which is available on our website.

## SECTION 13 - ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our Site or in other aspects of the Service that contains typographical errors, inaccuracies or omissions that may relate to Product descriptions, pricing, promotions, offers, shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information on the Site or in other aspects of the Service is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information on the Site or in other aspects of the Service, including without limitation, pricing information, except as required by law. No specified update or refresh date applied on the Site or in other aspects of the Service, should be taken to indicate that all information on the Site or in other aspects of the Service has been modified or updated.

## SECTION 14 - PROHIBITED USES

In addition to other prohibitions set forth in the Terms of Service, you are prohibited from using the Site, its content and other aspects of the Service: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate the intellectual property or proprietary rights of EZ ICE or any third party; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Site or other aspect of the Service, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Site or other aspect of the Service, other websites, or the Internet. We reserve the right to terminate your use of the Service (including the Site) for violating any of the prohibited uses.

## SECTION 15 – IMPORTANT PRODUCT SAFEGUARDS

Any purchase of the EZ ICE Product is conditioned upon your compliance with the following important safety requirements:

- **Before operating any EZ ICE Product you should familiarize yourself with the Product and read and understand all applicable instructions and warnings, which are made available at the Site and in documentation delivered with the Product.**
- To avoid injury, always use caution when using the EZ ICE Products. You are responsible for ensuring that you wear and/or use any equipment necessary to protect yourself against the risk of injury resulting from use of the EZ Ice Products.
- Do not leave any EZ ICE Product unattended.
- Anyone who is less than 18 years of age, or otherwise subject to a legal guardianship, should be supervised by a qualified adult when using any EZ ICE Product, and should not be left alone with or near any EZ ICE Product.
- You must use any EZ ICE Product in accordance with all applicable laws and regulations. By purchasing and/or using an EZ ICE Product, you represent and warrant that you have reviewed and are familiar with such laws and regulations and that you will comply with them at all times when using the Product(s).

You acknowledge and agree that your use of the Product, and any damages resulting therefrom, are subject to Sections 18 ("Limitation of Liability") and 18 ("Indemnification") of these Terms of Service. In accordance with Sections 18 and 19, you acknowledge and agree that EZ ICE shall not be responsible for any damages or injuries occurring from your use of EZ ICE Products, including without limitation physical injury or property damage.

## **SECTION 16 – LIMITED ONE YEAR PRODUCT WARRANTY**

EZ ICE, Inc. represents and warrants to the first end-user ("End User") that, under normal use and provided that you **have followed our reasonable care and maintenance instructions**, your EZ ICE rink (the "Product") will be free **from defects in materials and workmanship for a period of one (1) year** from the date of purchase from EZ ICE, Inc. or an authorized EZ ICE reseller. Your exclusive remedy and our sole obligation is to repair or replace any Product that EZ ICE, Inc. reasonably determines does not comply with this warranty or, at our sole discretion, to accept return of such Product and refund to you the price paid therefor.

Products that have been repaired or replaced hereunder shall be covered by this warranty for the longer of thirty (30) days after being shipped back to you or the remainder of the original 1-year warranty period. **Any defective Product or component that is replaced becomes the sole property EZ ICE, Inc.**

### **(A) HOW TO MAKE A WARRANTY CLAIM**

If you experience any problems with your EZ ICE, Inc. product, please contact Customer Service at [contact@ezicerinks.com](mailto:contact@ezicerinks.com). In order to make a warranty claim, a valid proof of

purchase is required. A valid proof of purchase is either a valid order number from the ezicerinks.com website or a **dated sales receipt from an authorized EZ ICE Dealer or Reseller that shows date of sale and a description of the product along with its price.**

Upon confirmation and approval of your warranty claim, we will assign a return material authorization number ("RMA"). At your risk and expense, you must deliver the nonconforming Product (with prominent indication of the RMA) to EZ ICE, Inc. **This Warranty, and any associated RMA activity, is only valid in the country in which you purchased your Product. In the event of a purchase through our website located at ezicerinks.com or an authorized online EZ ICE Dealer or Reseller purchase, the Warranty is only valid in the country to which the Product was shipped at time of purchase.**

Products returned without an RMA shall not be afforded warranty service, and you shall be liable for all costs and expenses incurred by us in connection with servicing the unauthorized return.

## **(B) EXCLUSIONS**

All claims under this limited warranty must be made during the applicable warranty period.

The limited warranty obligations do not cover physical damage sustained from improper handling during shipping. This limited warranty shall be void and not apply as to any Product that was (a) used, handled, operated, maintained, or stored improperly, or in any manner not in accord with our documentation, instructions, maintenance procedures, or recommendations; (b) subjected to unusual physical or electrical stress; (c) subjected to abuse, misuse, accident, neglect; (d) exposed to moisture, flooding, fire, electrical problems associated with incoming power or other acts not the fault of EZ ICE, Inc.; (e) repaired, altered, or modified by anyone other than EZ ICE, Inc. or its authorized agents; or (f) used with parts or accessories that were not certified or approved by EZ ICE, Inc. or its designated representative, including without limitation the use of Grinding Rings not from EZ ICE, Inc. This limited warranty shall be void and not apply as to any Product that is found to have a usage history that is inconsistent with the claimed ownership history or for which the supplied proof of purchase is inconsistent with the Product returned to EZ ICE, Inc.

The limited warranty provided by EZ ICE, Inc. does not include coverage or liability for any loss or damage with respect to which the EZ ICE, Inc. Product was used. EZ ICE, Inc. is not responsible for costs associated with the inaccessibility of the EZ ICE, Inc. Product during the service period in connection with any warranty claims.

## **(C) DISCLAIMERS**

EXCEPT AS EXPRESSLY SPECIFIED HEREIN, ALL EZ ICE, INC. PRODUCTS ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. EZ ICE, INC. DOES NOT WARRANT THAT THE EZ ICE, INC. PRODUCT WILL MEET YOUR REQUIREMENTS, OR THAT THEIR OPERATION WILL BE ERROR-FREE. FOR ITSELF AND ITS LICENSORS, VELASA SPORTS HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

## **(D) OTHER TERMS**

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Your use of this Site and the Services (including your purchase of EZ ICE, Inc. Products) are governed by our Terms of Service, which are available on our website. Capitalized terms used herein without definition will have the same meanings as defined in the Terms of Service.

EZ ICE, Inc. may, at any time and in its sole discretion, modify any of the terms and conditions contained in this Warranty Policy. Any purchase of an EZ ICE, Inc. Product is covered under the associated product warranty posted on our website at the time of sale of the EZ ICE, Inc. Product.

To request a copy of a past revision of an EZ ICE, Inc. warranty, please send an email to [contact@ezicerinks.com](mailto:contact@ezicerinks.com) and specify the desired warranty type and revision date. EZ ICE, Inc. may request confirmation of your purchase date and product description in order to confirm the appropriate warranty revision for your Product.

## **SECTION 17 - LIMITED WARRANTY; DISCLAIMER OF WARRANTIES**

Products that you order and receive from EZ ICE are covered by the Warranty Policy (which is listed above).

We do not guarantee, represent or warrant that your use of the Site or other aspect of the Service will be uninterrupted, timely, secure or error-free. We do not warrant that the results

that may be obtained from the use of the Service will be accurate or reliable. You agree that from time to time we may suspend the Service for indefinite periods of time or cancel the Service at any time, without notice to you. You expressly agree that your use of, or inability to use, the Service is at your sole risk. EXCEPT AND ONLY TO THE EXTENT EXPRESSLY SPECIFIED FOR PRODUCTS IN THE WARRANTY POLICY, THE SITE, CONTENT AND OTHER ASPECTS OF THE SERVICE AND ALL PRODUCTS ARE PROVIDED 'AS IS' AND 'AS AVAILABLE', WITHOUT ANY REPRESENTATION, WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, INTEGRATION, ACCURACY, TIMELINESS, DURABILITY, TITLE, AND NON-INFRINGEMENT.

#### **SECTION 18 - LIMITATION OF LIABILITY**

IN NO EVENT SHALL EZ ICE (OR ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR CONTRACTORS) BE LIABLE FOR ANY INJURY, LOSS, DAMAGE OR LIABILITY RELATED TO ANY PRODUCT OR THE SITE, CONTENT OR OTHER ASPECT OF THE SERVICE, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGIES, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF AMOUNTS YOU PAID TO EZ ICE FOR THE PRODUCT OR SERVICE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**IN NO EVENT SHALL EZ ICE (OR ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR CONTRACTORS) BE LIABLE FOR ANY LOSS OR DAMAGE WITH RESPECT TO WHICH ANY EZ ICE PRODUCT WAS USED, OR FOR ANY OTHER INJURY, LOSS, DAMAGE OR LIABILITY, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), THAT RESULTS FROM OR ARISES OUT OF THE USE OF ANY EZ ICE PRODUCT THAT WAS (E) USED, HANDLED, OPERATED, MAINTAINED OR STORED IMPROPERLY, OR IN ANY MANNER NOT IN ACCORD WITH EZ ICE'S DOCUMENTATION, INSTRUCTIONS OR RECOMMENDATIONS, (F) USED IN A MANNER THAT DOES NOT COMPLY WITH THESE TERMS OF SERVICE OR THE TERMS AND CONDITIONS SET OUT HEREIN, (G)**

**REPAIRED, ALTERED OR MODIFIED BY ANYONE OTHER THAN EZ ICE OR ITS AUTHORIZED AGENTS, (H) USED WITH PARTS OR ACCESSORIES NOT SUPPLIED BY EZ ICE OR (I) USED FOR RENTAL OR OTHER COMMERCIAL PURPOSES.**

THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS IN THESE TERMS OF SERVICE AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH STATES OR JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE GREATER OF (I) THE TOTAL AMOUNT PAID BY YOU TO US WITHIN THE 12 MONTHS IMMEDIATELY PRECEDING YOUR INITIATION OF A CLAIM AGAINST US, or (J) THE MAXIMUM EXTENT PERMITTED BY LAW AND, ACCORDINGLY, CERTAIN OF THE EXCLUSIONS AND LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

#### **SECTION 19 - INDEMNIFICATION**

You agree to indemnify, defend and hold harmless EZ ICE, Inc., and its subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from and against any action, suit, claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Service, or your violation of any law, regulation or the rights of a third-party.

#### **SECTION 20 - SEVERABILITY**

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

#### **SECTION 21 - TERMINATION**

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes. These Terms of Service are effective unless

and until your use of the Site and other aspects of the Service is terminated by either you or us. You may terminate at any time by notifying us in writing and ceasing all use of the Service.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we may terminate your access and use of the Service (or any part thereof) at any time without notice and you will remain liable for all amounts due up to and including the date of termination.

## SECTION 22 - ENTIRE AGREEMENT

The failure to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision. These Terms of Service (including all Policies) constitutes the entire agreement and understanding between you and us and exclusively govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service). Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Your rights and obligations under the Terms of Service are personal to you, and are not assignable, transferable or sublicenseable by you except with our prior written consent. EZ ICE may subcontract, delegate, assign or otherwise transfer any or all of its rights, licenses and obligations hereunder without your consent. All waivers, consents and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment relationship is created as a result of the Service or Terms of Service, and neither party has any authority of any kind to bind the other in any respect. All notices under these Terms of Service will be in writing, in English and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail or express courier, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail.

## SECTION 23 - GOVERNING LAW; ARBITRATION

A printed version of the Terms of Service and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to the Terms of Service (including any Policy) to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. You and EZ ICE agree that any claim or cause of action arising out of or related to the Service must be



commenced within 1 year after the claim or cause of action arose. Otherwise, such claim or cause of action is permanently barred.

These Terms of Service and any separate agreements whereby we provide any part of the Service to you shall be governed by and construed in accordance with the laws of the State of Delaware, USA, excluding its conflicts of law rules. In the event of any conflict between US and foreign laws, regulations and rules, US laws, regulations and rules shall govern. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Terms of Service.

Except that either party may seek an injunction or other equitable relief from any court of competent jurisdiction, all disputes between the parties arising out of or in relation to or in connection with the Terms of Service shall be settled by binding arbitration in accordance with the JAMS streamlined arbitration rules and procedures then in force, by one neutral arbitrator appointed in accordance with the rules. The arbitration shall take place in Wilmington, Delaware, USA. The proceedings shall be in English, all evidence shall be in English (or translated into English) and the governing law shall be as set forth herein. The arbitrator's decision shall be in writing and shall comply with all terms and conditions in the applicable version of the Terms of Service. The decision and award rendered shall be final and binding on both parties. The parties acknowledge and agree that the Terms of Service and any award rendered pursuant hereto shall be governed by the UN Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Judgment on the award may be entered in any court of competent jurisdiction.

Any arbitration under these Terms of Service will take place only on an individual basis; class arbitrations and class actions are not permitted. YOU UNDERSTAND AND AGREE THAT BY ENTERING INTO THESE TERMS OF SERVICE, YOU AND EZ ICE ARE EACH WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN A CLASS ACTION.

Use of the Service is not authorized in any jurisdiction that does not give effect to all provisions of the Terms of Service, including without limitation, this section.

## **SECTION 24 – INTERNATIONAL USE**

You hereby expressly consent to the transmission, collection, storage, processing and use of all information and data provided by you (including personal information) within, from and to the United States, in addition to the country where you are located (if not the United States). EZ ICE makes no representation that the Service is accessible, appropriate or legally available

for use in locations outside the United States, and accessing and using the Service is prohibited from places where doing so would be illegal. If you access or use the Service from other locations, then you do so at your own initiative and risk and are solely responsible for compliance with local laws.

## SECTION 25 – PROPRIETARY RIGHTS

The Service (including the Site and underlying technology platforms), and all content, materials, data and other information created by or for EZ ICE (or its affiliates or licensors) and made available via the Service (collectively, "Content"), are protected by copyrights, trademarks, service marks, patents, trade secrets or other proprietary rights and laws, and EZ ICE (and its applicable affiliates and licensors) shall own and retain all rights, title and interests (including all intellectual property and proprietary rights) therein and thereto. Unless and only to the extent expressly authorized by EZ ICE, you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit or create derivative works of any part of the Service or Content. However, unless the Service states or implements a different restriction, you may download, reproduce or transmit a reasonable number of copies of Content for your Authorized Use; provided, that you retain all copyright and other proprietary notices contained therein. Your systematic retrieval of data or other Content from the Service to create or compile, directly or indirectly, a collection, database or directory is strictly prohibited without our express prior written permission.

**IMPORTANT:** If you desire to access or use the Service or Content for any purpose other than as expressly authorized herein, then you must first secure permission from EZ ICE or another owner of that Content.

Reproducing, copying or distributing any Content, or any design elements from the Site, for any other purpose is strictly prohibited without our express prior written permission. Attempting to access or use the Service or Content for any purpose not expressly permitted in the Terms of Service is prohibited.

## SECTION 26 - COPYRIGHT AND TRADEMARK NOTICES

The Terms of Service, Site and all and Content provided by EZ ICE are copyright © 2015-2016 EZ ICE, Inc. and/or its licensors or suppliers. EZ ICE and The 60 Minute Backyard Rink™ are trademarks and/or registered trademarks of EZ ICE, Inc. or its licensors. The names and logos of companies, products or services mentioned at the Site or in other aspects of the Service may be the trademarks or service

marks of their respective owners, and shall not be deemed to create any endorsement or association between EZ ICE and such owners.

All rights not expressly granted herein are reserved.

## SECTION 27 - PROCEDURE FOR CLAIMS OF COPYRIGHT INFRINGEMENT ("COPYRIGHT POLICY")

EZ ICE has adopted the following policy toward copyright infringement with respect to the Service, in accordance with the Digital Millennium Copyright Act (Pub. L. No. 105-304, 112 Stat. 2860 (Oct. 28, 1998)).

EZ ICE will (1) disable access to or remove material that it believes in good faith to be copyrighted material that has been illegally copied and distributed by any User; and (2) terminate the account and access to the Service of any repeat offender. This policy applies to all aspects of the Service provided by EZ ICE via the Site.

### Reporting Copyright Infringements.

If you believe that material or content residing or accessible on the Service infringes a copyright, please send a notice of copyright infringement containing the following information to the designated agent listed below:

1. Identification of the work or material being infringed.
2. Identification of the material that is claimed to be infringing, including its location, with sufficient detail so that EZ ICE is capable of finding and verifying its existence.
3. Contact information about the notifying party (the "Notifying Party"), including name, address, telephone number and e-mail address.
4. A statement that the Notifying Party has a good faith belief that the material is not authorized by the copyright owner, its agent or law.
5. A statement made under penalty of perjury that the information provided in the notice is accurate and that the Notifying Party is authorized to make the complaint on behalf of the copyright owner.
6. The Notifying Party's physical or electronic signature.

### Responding to Complaints.

After notification of an alleged infringement is received by the Designated Agent:

1. EZ ICE will remove or disable access to the allegedly infringing material.
2. EZ ICE will then immediately notify the User responsible for the allegedly infringing material (the "Offending User") that it has removed or disabled access to the material.
3. If the Offending User is a repeat offender, EZ ICE will immediately terminate such User's account and access to the Service in addition to removing the infringing material.

Right to Dispute.

If the Offending User disputes the claim of infringement, the Offending User may send a counter-notice containing the following information to the Designated Agent:

1. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or disabled.
2. A statement that the Offending User has a good faith belief that the material was removed or disabled as a result of mistake or a misidentification of the material.
3. The Offending User's contact information, including name, address, telephone number and e-mail address.
4. A statement that the Offending User consents to the jurisdiction of the Federal Court for the judicial district in which the Offending User's address is located, or if the Offending User's address is located outside the United States, for any judicial district in which EZ ICE is located, and that the Offending User will accept service of process from the Notifying Party.
5. The Offending User's physical or electronic signature.

If such counter-notice is received by the Designated Agent, EZ ICE will send a copy of the counter-notice to the Notifying Party informing them that EZ ICE may replace or restore access to the material in question. Unless the copyright owner thereafter files an action seeking a court order against the Offending User, and EZ ICE has actual knowledge of such filing, then the material will be replaced or access to it restored in 10 to 14 business days after receipt of the Offending User's counter-notice.

Designated Agent to Receive Notification of Claimed Infringement.

EZ ICE, Inc.  
745 Atlantic Avenue  
Boston, MA 02111

**SECTION 28 - CHANGES TO TERMS OF SERVICE**

You can review the most current version of the Terms of Service at any time at this page. We reserve the right, at our sole discretion, to update, change or replace any part of these Terms of Service (including any Policy) by posting updates and changes to our Site. It is your responsibility to check our Site periodically for changes. Your continued use of or access to our Site or other aspects of the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.

## SECTION 29 - CONTACT INFORMATION

Questions about the Terms of Service should be sent to us at [contact@ezicerinks.com](mailto:contact@ezicerinks.com).