

## **PRIVACY AND SECURITY POLICY**

### **BLUEBIRD BACKCOUNTRY PRIVACY POLICY**

Bluebird Backcountry (the “Company”, “we” or “us”) adopted this privacy policy (the “Privacy Policy”) to describe the privacy practices for the Company’s website. The purpose of this Privacy Policy is to inform you about the types of information we gather about you, including information gathered when you visit the Company’s website located at [www.bluebirdbackcountry.com](http://www.bluebirdbackcountry.com), the Company’s social media pages, the Company’s mobile site or downloadable mobile applications (collectively, the “Site”), and information we may receive from third parties or affiliates; how we may use that information; whether we disclose that information to anyone; the choices you have regarding our use of the information; and your ability to correct the information. The Company strives to help visitors to the Site protect their privacy while using the Site. You are not required to provide any or all of the personal information discussed in this Privacy Policy, but certain portions of the Site, or certain services available on the Site, may not be available if you do not provide personal information. By using the Site, you expressly consent to the use and disclosure of information as described in this Privacy Policy. **By using the Site, you accept and agree to be bound and abide by the terms of this Privacy Policy. If you do not agree to the terms of this Privacy Policy, you must not access or use the Site.**

#### **How We Collect and Use Information**

We may collect information in several ways resulting from your use of this Site, as well as from forms you submit to us, or personal correspondence, such as emails or letters that you send to us. We may ask you to voluntarily provide us with personal information on this Site. In addition, when you log onto the Site, our servers may log your IP address, the URL of your request and other information that is provided in the HTTP header. Also, our third-party service providers may ask you to voluntarily provide personal information on their websites and may share such personal information with us, as governed by their respective privacy policies. Our use of information received from a service provider will be dictated by the service provider’s privacy policies and not this Privacy Policy.

We collect two types of information: personally identifiable information and non-personally identifiable information. Personally identifiable information is information that identifies you or can be used to identify or contact you (“Personally Identifiable Information”). We also may collect information that by itself typically cannot be used to identify or contact you, such as demographic information (e.g. age, profession or gender), IP addresses, browser types, domain names, and other anonymous statistical data involving the use of our Site (“Non-Personally Identifiable Information”).

Personally Identifiable Information we collect may include your name, email addresses, postal addresses, ZIP code, telephone number, date of birth, gender, age, username and password, your interest in various offerings and services of the Company, and other information either desirable or necessary to provide quality services to our visitors. We may also collect information about you such as your use of the Site and communication preferences.

Like many other websites, the Company may use cookies to customize content specific to your interests and track your use of the Site. “Cookies” are text files that are placed on your computer and may be used to store your personal information. In addition to cookies, the Company may use other now known or later developed technologies, to assist the Company in observing the behavior of users visiting the Site. These technologies access individual user information but the information is used only to compile aggregated statistics about the Site’s usage.

This Site uses Google Analytics (and in the future may use other similar sites or services), a web analytics service provided by Google, Inc. (“Google”), to better assist the Company in understanding how the Site is used. Google Analytics will place cookies on your computer that will generate information that we select about your use of the Site, including your computer’s IP address. That information will be transmitted to and stored by Google. The information will be used for the purpose of evaluating consumer use of the Site, compiling reports on Site activity for the Company’s use, and providing other services relating to Site activity and usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google’s behalf. You may refuse the use of cookies by selecting the appropriate settings on your browser. Please note that by doing so, you may not be able to use the full functionality of the Site. The use of cookies by Google Analytics is covered by Google’s privacy policy.

To the extent we are able to do so, we may link your Non-Personally Identifiable Information with your Personally Identifiable Information. We may also link information collected online with information we collect offline or that is collected online by third parties.

The Company may use the information collected from you to provide services which you have requested from us. We may also use your personal information to send you targeted messages, publications, news, and information about events and benefits. The Company may use third-party service providers to send and distribute e-mail and to perform other marketing and support functions. We also may use information we collect from you to improve the content of this Site, to enhance users’ experiences when visiting this Site, and to customize the content and layout of this Site for each individual user.

### **Sharing of Personal Information**

Except as set forth in this Privacy Policy or as specifically agreed to by you, we will not disclose any information we gather from you on our Site. We may share your personal information with our affiliates or with select third-party organizations with similar or complementary missions and objectives. From time to time, we may partner with other organizations or companies to provide co-sponsored or co-branded services or events, or to collaborate on a project or activity, and may share your personal information with such entities. Additionally, the Company may provide your personal information to service providers or contractors to perform functions on its behalf, including, but not limited to, companies or individuals hired to: communicate news; deliver the Company’s promotional materials via e-mail and direct mail; promote the Company’s social media presence and activities; develop, enhance, market or provide any of the Company’s products; process credit card payments; or assist the Company with sending communications and performing other marketing and support functions. Also, the Company may use third-party social media platforms, including third-party social media websites, to communicate with you.

We also may share with third parties aggregated demographic and statistical information that is not personally identifiable.

The Company also may disclose an individual's personal information:

- to a person who in the reasonable judgment of the Company is seeking the information as an agent of the individual;
- in situations where sharing or disclosing the individual's information is required in order to offer the individual products or services the individual desires;
- to a third party or parties, where disclosure is required or permitted by law;
- if, in the reasonable judgment of the Company, it is necessary to enforce compliance with our internal policies or the Terms of Use or to protect our Site, customers, or others; and
- to any other entity that acquires all or a portion of our organization by merger, reorganization, operation of law, or a sale of some or all of the Company's assets.

The Company may be required to use or disclose your information in connection with a legal action or other proceeding, including without limitation, in response to a court order or a subpoena. We also may disclose such information in response to a law enforcement agency's request.

Through the Site, the Company may make available areas that allow for user interaction, including blogs, forums, bulletin board services, chat areas, or other message and communications features. Some of these forums may require registration. Please remember that any information that is disclosed in these areas becomes public information, and you should exercise caution when deciding to disclose your personal information.

### **Children's Information**

The Company does not knowingly solicit or collect personal information on the Site from children under the age of 13 without prior verifiable parental consent. If the Company learns that, despite these measures, a child under the age of 13 has submitted personally identifiable information to the Company through the Site, it will take reasonable measures to delete such information from its records and to not use such information for any purpose (except where necessary to protect the safety of the child or others as required by law).

### **How We Store Your Information**

The Company is committed to protecting the security of any personal information you provide to us. We maintain commercially reasonable safeguards to maintain the security and privacy of personal information that you provide to us. After you have submitted your information online to the Company, we recommend that you end your browser session before leaving your computer. In spite of these protections, the Company cannot guarantee the security of any data submitted over the Internet. After your information reaches the Company, however, it is stored on servers (or in the case of information received from you in person, in writing or over the phone, in physical storage areas) protected by procedures and technology designed to block reasonably foreseeable intrusions by unauthorized third parties.

### **Opt-Out From Mailings**

From time to time, you may receive periodic mailings, telephone calls or emails from the Company with news or other information on events, products, services, discounts, special promotions, upcoming events or other offers from or on behalf of the Company. If at any time you wish to stop receiving emails or mailings from the Company please send us an email at [info@bluebirdbackcountry.com](mailto:info@bluebirdbackcountry.com) with the phrase “Privacy Opt-out: Bluebird Backcountry Mailings” in the subject line, or write to us at the address provided below, and we will remove you from the Company’s mailing list. Alternatively, for email communications, you may opt out of receiving such communications by following the unsubscribe instructions set forth at the bottom of most promotional email messages from the Company.

### **Third-Party Websites**

This Privacy Policy applies solely to information collected by the Company. This Privacy Policy does not apply to other websites that are accessible through this Site, including but not limited to any third-party websites that process payments on behalf of the Company. Please be aware that third-party websites that process payments for the Company and websites for our advertisers, sponsors, affiliated entities and other third parties that are accessible through this Site may have their own privacy and data collection policies and practices. The Company is not responsible for the privacy practices of such sites and will not be responsible for any actions or policies of such third parties. We encourage our users to be aware when they leave the Site and to read the privacy statements of each and every website that you visit. Any links to or from the Site are provided for convenience only and are not intended to be used as either an endorsement by the Company of either the organization or individual hosting the linked or linking website, or as a warranty of any type regarding such website or its contents.

### **Contact Us**

If you would like to update or correct your information or modify your communication preferences, or if you have questions regarding our Privacy Policy or the use of information collected, you can contact us:

by email at:  
[info@bluebirdbackcountry.com](mailto:info@bluebirdbackcountry.com)

by writing to us at:  
440 S. Grant St. Denver, CO 80209

### **Policy Changes**

The Company may amend this Privacy Policy from time to time. Should this Privacy Policy be amended in any way, changes will be posted to this webpage. As we may make changes from time to time without notifying you, we suggest that you periodically consult this Privacy Policy. Your continued use of the Site after the effective date of any modification to the Privacy Policy will be deemed to be your agreement to the changed terms.

Last Updated: November 17, 2020

## TERMS OF USE

### BLUEBIRD BACKCOUNTRY TERMS OF USE AGREEMENT

Welcome to the website of Bluebird Backcountry (the “Company”, “we” or “us”). Your use of our website at [www.bluebirdbackcountry.com](http://www.bluebirdbackcountry.com), the Company’s social media pages, the Company’s mobile site or downloadable mobile applications (collectively, the “Site”) or any of the services offered on the Site (the “Services”) is subject to these Terms of Use (the “Terms”). Your use of the Site or the Services constitutes your binding acceptance of these Terms, including any modifications made to the Terms. Read these terms carefully and completely as they set forth your rights and obligations with respect to your use of the Site. If you do not wish to be bound by the Terms, you may not access or use the Site or the Services.

**Acceptance of the Terms.** The Company is pleased to provide the information on the Site conditioned upon your acceptance, without modification, of the terms, conditions and notices comprising the Terms. The Terms may be updated and modified by us from time to time without notice to you by posting revised Terms on the Site. You can review the most current version of the Terms at any time by clicking on the Terms of Use link from any page on the Site. We hope that you will find the information provided on the Site informative and useful. Please feel free to email us with your thoughts about the Site or to request more information about the Company.

The Company has the right, but not the obligation, to take any of the following actions without providing any prior notice to you:

- (1) change or terminate all or any part of our Site or Services;
- (2) restrict or terminate your access to all or any part of our Site or Services; or
- (3) refuse, move, or remove any content that is available on the Site and any material that you submit to the Site.

**Access to the Site.** The Company is providing you with the information and functionality in the Site. You are responsible for providing all equipment necessary to establish a connection to the Internet, access to the Internet, and any telephone, wireless or other connection and service fees associated with such access. The Site is available only to individuals and entities who can form legally-binding contracts under applicable law. If you do not qualify, please do not use the Site. You may use the Site for personal and non-commercial activity only. The Company reserves the right to deny access to the Site to anyone at any time in its sole and absolute discretion.

**User Obligations.** In consideration of your use of the Site and/or the Services, you agree to be subject to certain obligations. For any personal information that you provide to us through the Site, you agree to provide true, accurate, current and complete information about yourself as prompted and you further agree that you will not use the Site for any purpose that is unlawful or prohibited by these Terms. If you provide any information that is untrue, inaccurate, incomplete or not current, or if the Company has reasonable grounds to suspect that such information is untrue, inaccurate, incomplete or not current, the Company has the right to refuse any and all current or future use of the Site (or any portion thereof) or the Services (or any portion thereof).

Additionally, you may not:

- modify any portion of the Site or the Services.

- disable, circumvent, or interfere with the proper working of the Site, the Services or the security features the Site provides, or any features that limit copying or use of content on the Site.
- use the Site or the Services in any way that causes, or may cause, damage to the Site or impairment of the availability or accessibility of the Site or the Services.
- use the Site or the Services to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software.

**Disclaimer Regarding Use of the Information on the Site.** The content contained on the Site (including any materials downloaded or purchased from the Site) was created for the purposes of education and information only and does not constitute health advice. Accordingly, the information set forth on the Site (or in any materials downloaded or purchased from the Site) is not a substitute for professional health advice or treatment and is not meant to be used for self-diagnosis or treatment, or the diagnosis or treatment of others. Before implementing any methods, or taking any action on the basis of the information provided on the Site, please consult your healthcare provider. Never disregard professional health advice or delay in seeking treatment because of something you have seen on the Site. By using the information on this Site, you agree and acknowledge that the Company, its affiliates and all parties involved with the production of information on the Site make no representation or warranty as to the information provided on the Site and cannot and will not be held responsible for any loss or injury that arises out of, relates to, or occurs during your use of, the information on this Site. The Site does not offer medical advice or recommendations to individuals and you should not rely on the information posted on the Site as a substitute for consultations with qualified healthcare professionals who are familiar with individual medical conditions and needs. The Company does not advocate that you attempt to treat yourself, your family or someone you know without proper medical supervision. The Company encourages you to seek the guidance of your healthcare provider if you feel that you, your family or someone that you know suffers from any conditions described on the Site.

**Use of Interactive Areas.** The Site may allow you to submit, post or upload videos, images, files, information, postings, tags, comments, messages, and other text (“Content”). The Site also may contain areas that allow for user interaction, including blogs, forums, bulletin board services, chat areas or other message and communications features (“Interactive Areas”). You are entirely responsible for all Content that you upload, post, email or otherwise transmit via the Site. You agree to post only messages, comments or other information that are proper, lawful, and related to the particular Interactive Area. In addition, but without limitation, you may not post Content or engage in any other activity on the Site that:

- defames, threatens or abuses any person or otherwise violates the legal rights of any person;
- is harmful to children, profane, obscene, indecent, abusive, violent, hateful, harassing, inflammatory, discriminatory, or racially or ethnically offensive;
- includes or promotes sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;

- infringes another’s rights to intellectual property, publicity, or privacy;
- collects or stores personal information about other Site users;
- contains advertisements, promotions, commercial solicitations, contests or surveys (unless you have our written consent to do so);
- contains any information regarding candidates for public office, political parties or elections of office holders;
- contains, transmits or disseminates spam, chain letters, “pyramid schemes”, or information intended to assist in the placement of a bet or wager;
- contains, transmits or disseminates any virus, spyware, trojan horse, worm, keystroke logger, rootkit, corrupted file, other malicious software, or any other similar software or programs that may damage or adversely affect the operation of another’s computer, the Site, or any software, hardware or other related equipment;
- disrupts or otherwise interferes with the Site, the Services or the networks or servers used by the Company;
- impersonates any person or entity or misrepresents your connection or affiliation with a person or entity; or
- constitutes, advocates, promotes, or assists in any illegal activity.

The Company reserves the right (but not the obligation) to review, edit, or delete any Content you post to this Site and to terminate your access to the Site or to any Interactive Area at any time without notice for any reason whatsoever.

**Submissions to Interactive Areas and Licensing of Content.** You acknowledge that all Interactive Areas are public and not private communications; therefore, any information or Content you post to an Interactive Area may be read by others. The Company recommends that you avoid posting or otherwise disseminating any personally identifiable information in the Interactive Areas.

By submitting Content to the Interactive Areas, or otherwise to the Site or the Company or its affiliates (including, without limitation, via email), you agree that such Content and any geographical identification metadata (geotags) or other metadata, attributes, features or characteristics relating to the Content (“Metadata”) is non-confidential for all purposes. If you submit, post or upload any Content to the Site or if you submit any business information, idea, concept or invention to the Company or the Site, you automatically grant, or warrant that the owner of such Content or intellectual property has expressly granted, the Company a royalty-free, fully paid-up, perpetual, irrevocable, world-wide, nonexclusive license to use, copy, process, adapt, transmit, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, display and sublicense the Content and Metadata relating to the Content in any media or medium, or any form, format, or forum now known or hereafter developed (the “License”). You agree that this License includes the right for the Company to make such Content available to other companies, organizations or individuals who partner with the Company for the syndication, broadcast, distribution or publication of such Content on other media and services, subject to these Terms regarding Content use. If you wish to keep any Content, information, Metadata, ideas, concepts or inventions private or proprietary, do not post or submit them to the Interactive Areas, the Company or the Site. You agree that in the event the Company receives any royalties, compensation or other payments associated with exercising the rights granted to it

under the License, you shall not claim any right to any portion of such royalties, compensation or other payments. You further agree that the Company may, in its sole discretion, use any Content for which it has a License in a manner that may link to, refer to or reference your name, such as use of your Content on the Site or an affiliated or partner website.

You acknowledge and agree that the Company may archive, preserve, store or use any Content or Metadata you submit, post or upload to the Site and may also disclose that Content and Metadata if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: (1) comply with legal process; (2) enforce these Terms; (3) respond to claims that any Content or Metadata violates the rights of third-parties; or (4) protect the rights, property, or personal safety of the Company, the Site, its users or the public.

**Limits on Liability.** The Company, its affiliates, and their respective officers, directors, employees, agents, service providers and representatives will not be liable for:

- the contents of any communication, message, or information posted by you or other third parties;
- the content of any website not controlled, owned, or operated by the Company that is accessed from or linked to this Site;
- the content, services or information provided by any website purporting to be operated by the Company or its affiliates, but not actually affiliated with, controlled, owned, or operated by the Company;
- any damages or injury caused by hardware or software issues, including but not limited to, any failure of performance, error, omission, interruption, defect, delay in operation of transmission, computer virus, spyware, trojan horse, worm, keystroke logger, rootkit, other malicious software, or line failure;
- any injury sustained by you, your family, someone you know, or any other person, arising out of your use of the Site or the Services, including, without limitation, your reliance on information posted on the Site; or
- any direct, indirect, incidental, special, punitive or consequential damages arising out of or relating to use of or inability to use the Site or the Services, even if the Company has been advised of the possibility of such damages, including, but not limited to, loss of profits, loss of data or loss of use damages. Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, portions of the above limitation may not apply to you.

If you are dissatisfied with any portion of the Site, the Services, or with any of these Terms, your sole and exclusive remedy is to discontinue using the Site.

**Content.** The information on the Site may contain inaccuracies and typographical errors. The Company does not assume any liability for any such inaccuracies, errors or omissions. It is solely your responsibility to evaluate the accuracy, completeness, and usefulness of all opinions, advice, statements, representations, services, and other information provided through the Site. You acknowledge that you may not, and will not, rely on any content on the Site. The Company does not endorse or represent the reliability, accuracy or quality of any information, or goods,



services or products displayed or advertised on the Site. We make no representations or warranties, express or implied, with respect to the information provided on this Site.

You acknowledge that the opinions and recommendations contained in the Site are not necessarily those of the Company or endorsed by the Company. All statements and opinions expressed in the Content uploaded to, or linked to by, the Site, as well as all articles and responses to questions and other content, save content expressly provided by Company, are solely the opinions and the responsibility of the person or entity providing those materials.

The Company has the right (but not the obligation) to refuse, move, edit, or delete any Content that is available on the Site at its sole discretion, for any or no reason. You acknowledge and agree that the Company may take any action it deems necessary or appropriate if it believes any Content violates these Terms, including, but not limited to, infringing any intellectual property right, threatening the personal safety of users to the Site or the public, or if it potentially creates liability for the Company. The Company may take appropriate legal action for any illegal or unauthorized use of the Site or the Services. The Company has the right to fully cooperate with law enforcement authorities or court orders directing or requesting the Company to disclose your identity or information or preserve Content posted by you in relation to relevant legal action. YOU WAIVE AND HOLD HARMLESS THE COMPANY FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY THE COMPANY DURING, OR AS A CONSEQUENCE OF, A LEGAL INVESTIGATION BY EITHER THE COMPANY OR LAW ENFORCEMENT AUTHORITIES.

The Company cannot guarantee it reviews all Content or other material before it is posted on the Site or through the Services, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, the Company assumes no liability for any action or inaction regarding any Content or other material provided by any user or third party. The Company has no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

**Third-Party Websites.** Although we hope that you will find the material on this Site informative, the material and links to third-party websites and resources that may be included on the Site are provided for informational purposes only. Neither links to these websites provided by us, nor links from these websites to the Site, should be interpreted as endorsement or approval by the Company of the organizations sponsoring these websites or their products or services. We make no representations or warranties, express or implied, with respect to the information provided on this Site or any third-party website which may be accessed by a link from this Site, including, but not limited to, representations or warranties as to accuracy or completeness. Because the Company has no control over third-party websites and resources, you acknowledge and agree that the Company is not responsible for the information and contents of such third-party websites and does not endorse and is not responsible or liable for any content, statements, representations, advertising, products, services or other materials on or available from such sites or resources. You further acknowledge and agree that the Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused in connection with your use or reliance on any such content, information, goods, or services available on or through any such site or resource.

**Proprietary Rights.** The Site and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. Those portions of the Site owned by the Company are the copyright of the Company. All rights reserved.

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**Trademarks.** The Company's name, the Company's logo, and all related trademarks, names, logos, product and service names, service marks, trade names, designs, slogans, and other business identifiers are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Site are the trademarks of their respective owners.

**Reverse Engineering and Related Activities.** Except as expressly authorized by the Company or its affiliates, you agree to not modify, distribute, copy, reproduce or create derivative works based on the Site, in whole or in part. Except with the prior written consent of the Company, you may not (a) reverse engineer, decompile, or disassemble the Site or its underlying technologies, (b) examine the Site with debugging, memory inspection or disk inspection tools, or (c) bypass or breach any security device or protection used in the Site or its underlying technologies, except to the extent the foregoing restrictions are expressly prohibited by applicable law. You may not permit or assist any person to engage in any activity that you are prohibited from engaging in pursuant to these Terms. .

**No Reproduction or Resale.** You agree to not reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Site, use of the Site, or access to the Site.

**Indemnification.** You agree to indemnify, defend and hold the Company, its affiliates and its and their respective directors, officers, employees, agents, service providers and representatives harmless from and against any and all claims and demands, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site, the Services, or any information, products or services you obtain from the Site; your connection to the Site; your violation of the Terms; or your infringement of any intellectual property or other right of any other person or entity.

**Enforcement.** The Company does not assume responsibility to you or others for any failure by the Company to enforce the provisions contained in the Terms.

**Termination.** You agree that the Company, in our sole discretion and with or without notice, may terminate your use of the Site (or any part thereof) for any reason, including, without limitation, for lack of use or if the Company believes that you have violated or acted inconsistently with the letter or spirit of the Terms. The Company may also in its sole discretion and at any time discontinue providing the Site, or any part thereof, with or without notice. You agree that any termination of your access to the Site under any provision of the Terms may be effected without prior notice, and acknowledge and agree that the Company may immediately bar any further access to the Site. Further, you agree that the Company shall not be liable to you or any third party for any termination of your access to the Site.

**General Acknowledgments.** You acknowledge that the Company may establish general practices and limits concerning your use of the Site. You agree that the Company has no responsibility or liability for the failure of the Site and the deletion of content maintained or transmitted by the Site. The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site (or any part thereof) with or without notice. You agree that the Company shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site. You further acknowledge that the Company reserves the right to change these general practices and limits at any time, in our sole discretion, with or without notice.

**Privacy.** The terms and conditions of the Company's Privacy Policy are located on the Privacy and Security Policy page and are incorporated herein by reference. In the event of a conflict between the terms of this document and those in the Privacy Policy, the terms of the Privacy Policy shall govern.

**DISCLAIMER OF WARRANTIES.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

1. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SITE. YOUR USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND INFORMATION AND MATERIAL IN THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITH RESPECT TO THE SITE AND INFORMATION AND MATERIAL IN THE SITE, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR THAT THE SITE WILL BE WITHOUT ERROR OR INVULNERABLE TO VIRUSES, WORMS, OR OTHER HARMFUL SOFTWARE OR HARDWARE. YOU HEREBY ACKNOWLEDGE THAT THE SITE MAY NOT BE AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING, WITHOUT LIMITATION, PERIODIC SCHEDULED OR UNSCHEDULED SYSTEM MAINTENANCE, ACTS OF GOD, UNAUTHORIZED ACCESS, VIRUSES, DENIAL OF SERVICE OR OTHER ATTACKS, TECHNICAL FAILURE OF THE SITE, TELECOMMUNICATIONS INFRASTRUCTURE, OR DISRUPTION, AND

THEREFORE THE COMPANY EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING SITE USE AND/OR AVAILABILITY, ACCESSIBILITY, SECURITY OR PERFORMANCE CAUSED BY SUCH FACTORS.

2. THE COMPANY MAKES NO WARRANTY THAT, AND EXPRESSLY DISCLAIMS ANY WARRANTY THAT, (i) THE SITE AND INFORMATION AND MATERIAL THEREIN WILL MEET YOUR REQUIREMENTS, (ii) THE SITE AND INFORMATION AND MATERIAL THEREIN, AND ACCESS THERETO, WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED , (iii) THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (iv) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE OR INFORMATION AND MATERIALS THEREIN WILL BE ACCURATE, RELIABLE, OR AVAILABLE, (v) ANY ERRORS IN THE SITE OR INFORMATION OR MATERIALS THEREIN WILL BE CORRECTED, AND (vi) THE SITE AND ITS CONTENTS AND THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF ANY VIRUSES OR OTHER HARMFUL COMPONENTS.
3. ANY MATERIAL, INFORMATION, PRODUCTS OR SERVICES DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITE ARE OBTAINED AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM OBTAINING ANY SUCH MATERIAL, INFORMATION, PRODUCTS OR SERVICES.
4. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE COMPANY OR THROUGH OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.
5. YOU ARE SOLELY RESPONSIBLE FOR ALL USE OF INFORMATION, PRODUCTS OR SERVICES OBTAINED THROUGH THE SITE AND FOR ANY CONSEQUENCES OF SUCH USE.

EXCLUSIONS AND LIMITATIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

**Governing Law.** You and the Company agree that the Terms and the relationship between you and the Company shall be governed by and construed in accordance with the laws of the State of Colorado without regard to any conflict of laws analysis. You and the Company hereby irrevocably and unconditionally submit to the jurisdiction of courts located within the county of Denver, Colorado, or the United States District Court for the District of Colorado for purposes of all legal proceedings arising out of or relating to the Site, the Services or the Terms and agree not to commence any legal proceedings related thereto except in such courts. You and the Company irrevocably waive, to the fullest extent permitted by law, any objection that you or it may now or hereafter have to the laying of the venue of any proceeding brought in any such court or any claim that a legal proceeding commenced in such court has been brought in an inconvenient forum. The prevailing party in any dispute related to the Site, the Services or these Terms shall be entitled to recover from the other party all reasonable costs and expenses, including without

limitation reasonable attorneys' fees incurred by the prevailing party in connection with such dispute.

**Waiver.** The Company's failure to exercise or enforce any right or provision of the Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by the Company in a writing signed by an authorized representative of the Company.

**Severability.** If any provision of these Terms is held to be illegal, invalid or unenforceable under any present or future laws, such provision shall be fully severable, and the remaining provisions shall constitute the parties' agreement.

**Time Limitation.** You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Terms or use of the Site or Services must be filed within two (2) years after such claim or cause of action arose or be forever barred.

**Headings.** The section headings and sub-headings contained in the Terms are for convenience only and have no legal or contractual effect.

**Reasonableness.** By using the Site, you agree that these Terms, including, but not limited to the exclusions and limitations of liability set forth in these Terms, are reasonable. If you do not think they are reasonable, you must not use the Site.

**Successors and Assigns.** The provisions of these Terms shall inure to the benefit of, and be binding on, you and the Company and your and its respective successors, assigns, employees, legal representatives, heirs, distributees, and transferees, by operation of law, whether or not any such person shall become a party to these Terms or have agreed in writing to join or be bound by the terms and conditions of these Terms.

**Support.** If you have any questions, feedback, comments or concerns about this Site, the Services, the Terms or the Privacy Policy, please contact: [info@bluebirdbackcountrylcom](mailto:info@bluebirdbackcountrylcom)

## **LINK POLICY**

Our website provides links to third party sites. Since we do not control these websites, we encourage you to review the privacy and security policies of these sites.

Any links to or from the Company's website are provided for convenience only and are not intended to be used as either an endorsement by the Company of either the organization or individual hosting the linked or linking website, or as a warranty of any type regarding such website or its contents.

If you would like to link to this website, we ask you to comply with the following guidelines:

- Do not incorporate any content from this site into your site (e.g., by in-lining, framing or creating other browser or border environments around our content). You may only link to, not replicate, Bluebird Backcountry's content.

- Unless we enter into a specific written agreement with you, you may not use any of Bluebird Backcountry's names, logos, designs, slogans, trademarks or service marks in or with your links, or in any other manner, except that you may link to the Bluebird Backcountry site using the plain text name of this site – [www.bluebirdbackcountry.com](http://www.bluebirdbackcountry.com) or the plain text name of the organization – Bluebird Backcountry.
- Do not present the link to this site that in any way suggests that Bluebird Backcountry has any relationship or affiliation with your site or endorses your site, products or services.
- Do not use any of Bluebird Backcountry's names, logos, designs, slogans, product trademark or service marks or any other words or codes identifying the Bluebird Backcountry website in any "metatag" or other information used by search engines or other information location tools to identify and select sites, without Bluebird Backcountry's express written permission for a particular use.
- The appearance, position, and other aspects of either the link or the host website may not be such as to damage or dilute the goodwill associated with the Company's name and trademarks.
- Your site should not contain content that could be construed as distasteful, offensive, abusive, obscene, violent, hateful, inflammatory, discriminatory, controversial or otherwise objectionable.
- Your site must not include or promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

The Company reserves the right to, in its sole discretion, revoke its consent for any links at any time.