

Terms of Use

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YOUR ACCEPTANCE OF THE TERMS OF USE. Welcome to ICE ROVER, INC. The website rovproducts.com (the "Site") is brought to you by ICE ROVER, INC. ("ICE ROVER, INC.," "we," "us," or "our"). This user agreement sets forth the "terms and conditions" which govern your use of the Site and of the services and features made available on or through the Site (as further described in Section 2.A below and including, but not limited to the "Purchaser Services," the "Services").

PLEASE READ THESE TERMS AND CONDITIONS OF USE (the "Terms of Use," or the "Agreement") **CAREFULLY BEFORE USING THIS SITE AS THEY CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN YOU AND ICE ROVER, INC. AND GOVERN YOUR ACCESS TO THE SITE. BY ACCESSING OR USING THIS SITE AND/OR THE SERVICES IN ANY MANNER, YOU INDICATE YOUR UNCONDITIONAL ACCEPTANCE OF (1) THESE TERMS OF USE, (2) OUR PRIVACY POLICY ("THE PRIVACY POLICY"); AND (3) ANY OTHER LEGAL NOTICES, CONDITIONS, OR GUIDELINES LOCATED ON THE SITE. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, PLEASE DO NOT USE THE SITE OR SERVICES AND EXIT NOW. WE RESERVE THE RIGHT, IN OUR SOLE DISCRETION, TO UPDATE OR REVISE THESE TERMS OF USE FROM TIME TO TIME. YOUR CONTINUED USE OF THE SITE AND/OR SERVICES NOW, OR FOLLOWING THE POSTING OR NOTICE OF ANY CHANGES TO THE TERMS OF USE OR PRIVACY POLICY WILL INDICATE YOUR ACCEPTANCE OF THOSE CHANGES.**

1. SITE USERS. Two types of users may access the Site and use the Services – "Visitors" and "Purchasers."

A. Visitors: To become a visitor of the Site ("Visitor"), you must read, agree with, and consent to be bound by all the terms and conditions set forth in these Terms of Use and the Privacy Policy As a Visitor, You may access the Site, and read our general information.

B. Purchasers: To become a purchaser through the Site ("Purchaser") and to access the, You must read, agree with, and consent to be bound by all the terms and conditions set forth in these Terms of Use, the Privacy Policy and any other terms limited to purchasers of products on the Site. You may become a Purchaser, by completing the information required to purchase a product on the Site.

2. USE OF CONTENT AND SERVICES AVAILABLE THROUGH THE SITE.

. Content. The Site contains a wide variety of Content (defined below), whether (1) proprietary to ICE ROVER, INC., or (2) proprietary to third parties, or Content proprietary to our commercial partners. "Content" includes, but is not limited to text, software, scripts, data, graphics, photos, sounds, music, videos, audiovisual combinations, interactive features and other materials that you may view or access through the Site. Under no circumstances will ICE ROVER, INC. be liable in any way for any Content, including any errors or omissions in any Content or any Content that is libelous or defamatory, or any loss or damage of any kind incurred as a result of your use of any Content. You agree that you must evaluate and bear all risks associated with the use of any Content, including any reliance on the Content, integrity, and accuracy of such Content.

A. Services. Through the Site, we offer (1) to Visitors and to Purchasers free of cost access to our description of our products and services and (2) to Purchasers only, access to parts of the Site that allow users to purchase products.

B. Restrictions on Your Use of Content. The following restrictions apply to your use of Content:

i. The Content and the trademarks, services marks and logos on the Site are owned by or licensed to ICE ROVER, INC., subject to copyright and other intellectual property rights under the law.

ii. Content is provided to You AS IS. You may access Content for your information and use solely as intended through the provided functionality of the Site and as permitted under this Agreement. You shall not use Content in any manner that infringes our or any third party's intellectual property rights, or other proprietary right or rights of publicity in or to the Content. All rights not expressly granted herein by ICE ROVER, INC. and/or its licensors to you are reserved by ICE ROVER, INC. and/or its licensors.

iii. You agree not to circumvent, disable or otherwise interfere with security-related features of the Site and/or Services that prevent or restrict the use or copying of any Content and not to alter, remove, or falsify any attributions or other proprietary designations of origin or source of any Content appearing on the Site or contained in a file that is uploaded to the Site.

C. Restrictions on Your Rights to Use the Site/Materials. You agree that you shall not (and you agree not to allow any third party to): (i) access or use the Site and/or the Materials (as defined in Section 3 below) in an unlawful way or for an unlawful or illegitimate purpose or in any manner that contravenes this Agreement and our Privacy Policy; (ii) attempt to disrupt the operation of the Site through use of methods such as viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming; (iii) use the Site/Materials in any manner that could damage, disable or impair our services or networks; (iv) attempt, through any means, to gain unauthorized access to the Site, Services, to a Purchaser's account, and/or any computer systems or networks, through hacking, password mining or any other means; (v) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; (vi) use any robot, spider, site search/retrieval application, or other device to access, retrieve, screen scrape, screen surf or employ any other data scraping method, or index any portion of the Site/Services/Materials for any purpose. Systematic retrieval of data or other content from the Site to create or compile, directly or indirectly, a collection, compilation, database or directory is prohibited; (vii) create a Purchaser account by automated means or register as a Purchaser under false or fraudulent pretenses; (viii) create or transmit unwanted electronic communications such as "spam" to Purchasers or otherwise interfere with Visitors and/or Purchasers' enjoyment of the Site; (ix) reformat or frame any portion of the web pages that are part of the Site; (x) use the Site/ Materials to defame, abuse, harass, threaten or otherwise violate the rights of others; (xi) use the Site to violate the security of any computer network, crack passwords or security encryption codes, transfer or store illegal material including those that are deemed threatening or obscene; (xii) take any action that imposes, or may impose in our sole discretion, an unreasonable or disproportionately large load on our IT infrastructure or that may otherwise interfere with the functioning of the Site/Services; (xiii) access or otherwise use any aspect of the Site/ Materials if you are not in compliance with the age requirements; (xiv) create liability for ICE ROVER, INC. or cause ICE ROVER, INC. to lose (in whole or in part) the services of its information technology partners or other suppliers; (xv) use the Site/Materials, intentionally or unintentionally, to violate any applicable local, state, national or international law; or (xvi) collect or store Personal Information (as defined in our Privacy Policy) about Users in connection with any of the prohibited activities described in this paragraph, (xvi) alter, or attempt to alter any register user's account balance.

3. PROPRIETARY RIGHTS RESTRICTIONS.

. All material on the Site, including, but not limited to, Content, all informational text, design of and "look and feel," layout, photographs, graphics, audio, video, messages, interactive and instant messaging, design and functions, files, documents, images, or other materials (collectively, the "Materials"), whether publicly posted or privately transmitted, as well as all derivative works thereof, are owned by ICE ROVER, INC. or other parties that have licensed their material to ICE ROVER, INC., and are protected by copyright, trademark, and other intellectual property laws. All ICE ROVER, INC. trademarks and service marks, logos, slogans and taglines are the property of ICE ROVER, INC.. All other trademarks, service marks, logos, slogans and taglines are the property of their respective owners. Except as specifically permitted, nothing contained herein should be construed as granting any license or right to use any trademarks, service marks, logos, slogans or taglines displayed on the Site without the express written permission of ICE ROVER, INC., or such third-party that may own the trademark, service mark, logo, slogan or tagline.

A. Except as otherwise specifically permitted herein, the Materials on the Site may not be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way, including by e-mail or other electronic means, without the prior consent of ICE ROVER, INC. or such third-party that owns the

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4. CHARGES FOR PRODUCTS.

You authorize ICE ROVER, INC. to charge your credit card for any purchases or provides or services on the Site. You will be asked to supply credit card information, which will be verified prior to your selection of any products or services. You will not be able to purchase products or services if the credit card information you provide is inaccurate or if your credit card is declined.

5. MODIFICATIONS TO THESE TERMS OF USE AND OUR SITE AND/OR SERVICES. You agree and understand that the terms of this Agreement and/or the Site may be modified by us at any time in our sole discretion without prior notice, and such modifications will be effective immediately upon our posting of the new terms and/or upon implementation of the new changes to the Site. You acknowledge that ICE ROVER, INC. reserves the right to discontinue products or services, or any features, functionality or services provided as part of or in connection with the Site, and to remove Content that violates the requirements set forth in this Agreement, without prior notice. You agree to review this Agreement periodically so that you are aware of the most current rights and obligations, which apply to your agreement with us. Your continued use of the Site after any modifications indicates your acceptance of the modified Agreement. The most current version of this Agreement can be accessed at any time by selecting the Terms of Use link on the bottom of any page on the Site. You understand that the Content is provided as a courtesy to our Purchasers and Visitors and that we may suspend or terminate all or a portion of the Site and/or Services at any time in our discretion without notice to you. Nothing in these Terms of Use shall be deemed to confer any third-party rights or benefits.

6. VISITOR/USER SUGGESTIONS. You acknowledge and agree that any questions, comments, suggestions, ideas, feedback, or other information provided by you to ICE ROVER, INC. (“Comments”) are not confidential and you hereby grant to ICE ROVER, INC. a worldwide, perpetual, irrevocable, royalty-free license to reproduce, display, perform, distribute, publish, modify, edit or otherwise use such Comments as it deems appropriate, for any and all commercial or non-commercial purposes, in its sole discretion.

7. DIGITAL MILLENIUM COPYRIGHT ACT.

ICE ROVER, INC. respects the intellectual property of others and expects users of our services to do the same. If you believe that your copyrighted work has been copied in a way that constitutes copyright infringement and is accessible on this site or through this service, you must provide the following information when providing notice of the claimed infringement to ICE ROVER, INC.:

- A physical or electronic signature of a person authorized to act on behalf of the copyright owner and identification of the copyrighted work that is infringed;
- Information reasonably sufficient to permit ICE ROVER, INC. to contact you, such as an address, telephone number and/or electronic mail address;
- A statement that you have a good faith belief that the use of the material in the manner complained of is not authorized by the copyright owner, its agent or law;
- A statement that the information in the notification is accurate and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

The above information must be submitted as a written notification to ICE ROVER, INC. by writing us at 1912 Pearl Street Boulder, CO 80304, ATTENTION: LEGAL DEPARTMENT/DMCA COMPLAINT. This information should not be construed as legal advice. For further details on the information required for valid DMCA notifications, see 17 U.S.C. 512(c)(3).

8. LINKS TO THIRD PARTY SITES AND SERVICES; NO IMPLIED ENDORSEMENT. This Site may contain links to other web sites owned by third parties, which may lead to some sites maintained by our

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9. **DISCLAIMER OF WARRANTY.** EXCEPT FOR THE LIMITED WARRANTY SEPARATELY PROVIDED FOR PRODUCT PURCHASES, ACCESS TO THE SITE, THE SERVICES, THE MATERIALS, AND TECHNOLOGY AVAILABLE ON OR THROUGH THE SITE OR DOWNLOADED THEREFROM IS PROVIDED "AS IS" AND "AS AVAILABLE" "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ICE ROVER, INC. AND ITS LICENSORS DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NEITHER ICE ROVER, INC. NOR ITS LICENSORS WARRANT THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES ICE ROVER, INC. AND ITS LICENSORS MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE SITE, THE SERVICES OR ANY OF THE MATERIALS AVAILABLE ON OR THROUGH THE SITE OR THE SERVICES OR DOWNLOADED THEREFROM. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE AND YOUR RELIANCE UPON THE MATERIALS AVAILABLE ON OR THROUGH THE SITE OR DOWNLOADED THEREFROM IS AT YOUR SOLE RISK. FURTHER, ICE ROVER, INC. AND ITS LICENSORS MAKE NO REPRESENTATION OR WARRANTIES THAT THE OR THE MATERIALS AVAILABLE ON OR THROUGH THE SITE OR DOWNLOADED THEREFROM IS APPROPRIATE OR AVAILABLE FOR USE IN ALL GEOGRAPHIC LOCATIONS. IF YOU USE THE SITE OR ANY MATERIALS AVAILABLE ON OR THROUGH THE SITE FROM OUTSIDE THE UNITED STATES OF AMERICA, YOU ARE SOLELY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS, INCLUDING WITHOUT LIMITATION EXPORT AND IMPORT REGULATIONS OF OTHER COUNTRIES. NEITHER ICE ROVER, INC. NOR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES WARRANT THAT THIS SITE, ITS SERVERS OR ANY E-MAIL SENT FROM ICE ROVER, INC. OR ANY THIRD PARTY PROVIDERS, PARTNERS OR AFFILIATES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10. **LIMITATION OF LIABILITY.** WE ARE NOT LIABLE TO YOU OR ANY OTHER PERSON FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF THE SITE OR ITS MATERIALS, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF ICE ROVER, INC. OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU HEREBY RELEASE ICE ROVER, INC. AND HOLD ICE ROVER, INC. AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OR LICENSORS, AND THEIR OFFICERS, DIRECTORS, TRUSTEES, AFFILIATES, SUBCONTRACTORS, AGENTS AND EMPLOYEES, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF THE SITE OR ITS MATERIALS. YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

11. EXCLUSIVE REMEDY. IN THE EVENT OF ANY PROBLEM WITH THE SITE OR ANY OF ITS MATERIALS, YOU AGREE THAT YOUR SOLE AND EXCLUSIVE REMEDY IS TO CEASE USING THE SITE AND/OR THE MATERIALS. UNDER NO CIRCUMSTANCES SHALL ICE ROVER, INC., ITS AFFILIATES, OR LICENSORS BE LIABLE IN ANY WAY FOR YOUR USE OF SITE OR ANY OF ITS MATERIALS, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY MATERIALS, ANY INFRINGEMENT BY THE MATERIALS OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF THE SITE OR ANY OF MATERIALS AVAILABLE THEREON. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

12. TERMINATION/EXCLUSION. We reserve the right, in our sole discretion, to revoke, terminate or suspend any privileges associated with accessing our Site for any reason or for no reason whatsoever, including improper use of this Site or failure to comply with these Terms of Use, and to take any other action we deem appropriate. You agree that ICE ROVER, INC. shall not be liable to you or any third party for any termination of your access to the Site and/or to any Materials therein.

13. INDEMNIFICATION. You agree to indemnify, hold harmless, and defend ICE ROVER, INC. and its licensors, suppliers, officers, directors, employees, agents, affiliates, subsidiaries, successors and assigns (collectively "Indemnified Parties") from and against any and all liability, loss, claim, damages, expense, or cost (including but not limited to attorneys' fees), incurred by or made against the Indemnified Parties in connection with any claim arising from or related to your use of the Site or any of its Materials, or any breach or violation of these Terms of Use by you. You agree to fully cooperate as reasonably required by an Indemnified Party(ies). Each Indemnified Party may, at its own expense, assume the exclusive defense and control of any matter for which it is indemnified hereunder. You shall not settle any matter without the consent of the applicable Indemnified Party.

14. GOVERNING LAW; DISPUTE RESOLUTION.

You agree that all matters relating to your access to or use of the site, including all disputes, will be governed by the laws of the United States and by the laws of the State of Delaware without regard to its conflicts of laws provisions. You agree to the personal jurisdiction by and venue in the state and federal courts in Denver County, Colorado, and waive any objection to such jurisdiction or venue. Any claim under these Terms of Use must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees. In the event of any controversy or dispute between ICE ROVER, INC. and you arising out of or in connection with your use of the site, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within a reasonable time (not to exceed thirty (30) days), then either party may submit such controversy or dispute to mediation. If the dispute cannot be resolved through mediation, then the parties shall be free to pursue any right or remedy available to them under applicable law.

15. MISCELLANEOUS.

. You acknowledge that a violation or attempted violation of any of these Terms of Use will cause such damage to ICE ROVER, INC. as will be irreparable, the exact amount of which would be impossible to ascertain and for which there will be no adequate remedy at law. Accordingly, you agree that ICE ROVER, INC. shall be entitled as a matter of right to an injunction issued by any court of competent jurisdiction, restraining such violation or attempted violation of these terms and conditions by you, or your affiliates, partners, or agents, as well as to recover from you any and all costs and expenses sustained or incurred by ICE ROVER, INC. in obtaining such an injunction, including, without limitation, reasonable attorney's fees. You agree that no bond or other security shall be required in connection with such injunction.

A. In the event any of the terms or provisions of this Agreement are determined to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary to render such

term or provision enforceable. A waiver of or failure to insist on performance of any of the terms of the Agreement will not operate as a waiver of any subsequent default whether of the same or similar nature.

`B. A printed version of this Agreement and of any related Notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.