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All users are subject to the following terms and conditions of use. By accessing or using this website and/or mobile app, you agree that you have read, understand and agree to be bound by these Terms of Use. We've tried to write this document as plainly as possible but some legalese is unfortunately necessary.

1. Use of this Website and Mobile App

You agree to use this website and mobile app only for lawful purposes related to your membership or possible membership in The National Brotherhood of Snowsports or related to your pursuit of the activities and programming supported by The National Brotherhood of Snowsports. You agree that you will NOT use it to:

1. Upload or transmit any content that is unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, libelous, hateful, or racially, ethnically or otherwise objectionable according to the community standards of your organization.
2. Violate the legal rights of others (including their right to privacy), or violate the laws of any jurisdiction.
3. Impersonate any person or entity, including, but not limited to, a The National Brotherhood of Snowsports or ClubExpress administrator, or misrepresent your affiliation with a person or entity.
4. Upload or otherwise transmit data that you do not have the legal right to upload or transmit, that violates any patent, trademark, trade secret, or copyright, or that contains a virus or deliberately corrupted data. You acknowledge that you have full rights to transmit the data that you upload or post, and you accept full responsibility for its legality, reliability and appropriateness.
5. Collect information about others (including contact information and e-mail addresses) without their consent.
6. Upload, store, maintain, forward or display adult content, including documents and images of a lewd or lascivious nature. The website and the messages, documents, and images it contains may be viewed by children, so all users share responsibility for ensuring that content is appropriate.
7. Engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the website or the ClubExpress platform, or which, as determined by your organization administrators or Gembrook, may harm The National Brotherhood of Snowsports or Gembrook or users of the website, or expose them to liability.

The administrators of The National Brotherhood of Snowsports and Gembrook reserve the right to remove any information or material from the website, without explanation, which we determine at our sole discretion, to be incompatible with the above restrictions, including anything that we believe, through our own research or notification by others, may constitute copyright

infringement.

However, these actions will be performed on a best-efforts basis. Neither the administrators of The National Brotherhood of Snowsports nor Gembrook can review all material that is posted to the website or mobile app, nor guarantee that objectionable material is immediately removed. Therefore, neither The National Brotherhood of Snowsports nor Gembrook assume liability for any action or inaction regarding such material uploaded to the website or mobile app, or indeed, for the content itself.

If you believe that your intellectual property is being violated by something on this website or mobile app, please notify Gembrook immediately with sufficient documentation to allow us to identify the infringing material and its location, as well as your claim and authority to file this notification, and your contact information.

2. Your Account

If you are a member of The National Brotherhood of Snowsports or a registered user of this website or mobile app, you will receive a username and password which are used to log into your account. You are responsible for maintaining the confidentiality of your username and password, and are fully responsible for all activities that occur under your account. If you are accessing this website from a shared computer (such as in a public library), you must be careful to log out of the account and close the browser before leaving the workstation. If you suspect that your account has been compromised in any way, you must notify The National Brotherhood of Snowsports or Gembrook immediately. Neither The National Brotherhood of Snowsports nor Gembrook will be liable for any loss or damage arising from your failure to comply with the provisions in this section.

3. Privacy and Protection of Personal Information

The National Brotherhood of Snowsports's and Gembrook's collection, storage and use of your personal information is described in the Privacy Policy, which is incorporated by reference into this Terms of Use document.

4. Organization Information Posted on the Website or Mobile App

Events are organized and sponsored by The National Brotherhood of Snowsports and/or a parent organization or other chapter of the parent organization. Some information on this website or mobile app regarding events may be provided by the event sponsor or organizer. The National Brotherhood of Snowsports and Gembrook has not verified or certified the accuracy or completeness of this information, and will not be liable for any errors or omissions. You also agree to hold The National Brotherhood of Snowsports as well as Gembrook and its agents harmless from any liability or injury arising from or related to your participation in such events.

Your organization may activate ClubExpress modules to post available jobs or classified ads for products and services being sold by members. The information in these postings is provided by the member or non-member who created the post. The National Brotherhood of Snowsports and Gembrook has not verified or certified the accuracy or completeness of this information, and will not be liable for any errors or omissions. You also agree to hold The National Brotherhood of Snowsports as well as Gembrook and its agents harmless from any liability or injury arising from your use of this information.

Your organization may activate a ClubExpress module to provide online discussion forums where members can exchange information with each other on different topics. The information in these postings is provided by the member who created the post. The National Brotherhood of Snowsports and Gembrook have not verified or certified the accuracy or completeness of this information, and will not be liable for any errors or omissions. You also agree to hold The National Brotherhood of Snowsports as well as Gembrook and its agents harmless from any liability or injury arising from your use of this information.

5. Mobile App

Your organization may have activated a ClubExpress Mobile App that allows you to interact with other members using your smartphone or tablet. Some of the information displayed on the mobile app, including chat sessions, member locations, member directory information, events, and polls, is provided by other members of your organization. The National Brotherhood of Snowsports and Gembrook have not verified or certified the accuracy or completeness of this information, and will not be liable for any errors or omissions. You also agree to hold The National Brotherhood of Snowsports as well as Gembrook and its agents harmless from any liability or injury arising from your use of this information.

In using the mobile app, you may elect to display personal information to other members or to see personal information provided by other members. You agree that your use of this information will be governed by the Privacy Policy referenced above.

6. Credit Card Transactions

This website supports credit card transactions of various kinds. You acknowledge that you have carefully reviewed the summary charges for each transaction before selecting the link or button to finalize the transaction. Credit card transactions may appear on your statement using an abbreviated name for your organization, or using "ClubExpress". If you do not understand a credit card transaction, contact us immediately at (866) HLP-CLUB (457-2582). If there has been an error, we will immediately reverse the transaction.

Refund policies are determined by each organization and cannot be processed by ClubExpress. If you want a refund, contact your organization directly.

7. Copyright Restrictions / Use of Content

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With the possible exception of a violation or threatened violation of Gembrook's and The National Brotherhood of Snowsports's intellectual property rights, any dispute related to your use of this website or mobile app, or to products or services purchased or obtained through this website or mobile app, shall be submitted to binding arbitration in Illinois in accordance with the prevailing rules of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. At Gembrook's or The National Brotherhood of Snowsports's sole discretion, intellectual property disputes may be handled through the appropriate state or federal court in the state of Illinois, and you consent to exclusive jurisdiction and venue in such courts.

As outlined in the Privacy Policy referenced above, you also have rights under international data protection regulations, including the right to be deleted from The National Brotherhood of Snowsports's database, the right to object to processing, and the right to complain to a local Data Processing Authority.

11. Indemnification

You agree to indemnify and hold harmless The National Brotherhood of Snowsports and Gembrook and their respective officers, directors, shareholders, employees, agents, affiliates, third party information providers, licensors and others involved in the development or maintenance of this website or mobile app, or the delivery of products or services through the website or mobile app, from and against any and all liabilities, expenses, damages and costs, including reasonable attorney's fees, arising from any

violation by you of these Terms of Use or your use of this website or mobile app, or of any products, services or information obtained from this website or mobile app.

12. Comments and Submissions

Both The National Brotherhood of Snowsports and Gembrook welcome your ideas for improving this website or mobile app or for adding new features that would benefit organization members and visitors. However, please understand that we may already be working on similar features or talking to other vendors who offer this capability.

If you have a business proposition for us, please contact our Business Development team rather than submitting it through this website or mobile app. Any comments, ideas, suggestions, or feedback that you submit to The National Brotherhood of Snowsports or Gembrook cannot be treated as confidential or proprietary and can be used or disclosed by either organization as it sees fit. The submission of such information does not limit or prevent the purchase or use of similar products, services or ideas from any other party or vendor.

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14. Termination

If you are a member of the organization, The National Brotherhood of Snowsports and Gembrook reserve the right to close your account if you do not renew your membership when it is due to expire, in accordance with organization policies posted on the website and in renewal notices sent by email or regular mail.

The administrators of The National Brotherhood of Snowsports and Gembrook also reserve the right to terminate access to this website or mobile app and refuse service to users who violate these Terms of Use or who we reasonably believe are not intending to use the platform for its intended purpose, and to pursue legal remedies against persistent or serious offenders.

15. Miscellaneous Provisions

The use and operation of this website or mobile app shall be governed by the laws of the State of Illinois without regard to conflict of law provisions. If you sign up for membership, register for an event, make a donation, or purchase products and services

through this website or mobile app from another country, you do so in accordance with US law.

If a court should hold any provision of this Agreement invalid or unenforceable, such provision shall be modified to the minimal extent necessary to render it enforceable without losing its intent, or severed from this Agreement if no such modification is possible, and other provisions shall remain in full force and effect.

Gembrook may modify these Terms of Use at any time without notice by posting this amended and dated document to the website and mobile app. You should check back periodically to see if anything has changed. Your continued use of the website and mobile app indicates your acceptance of the revised Terms of Use.

If you have any questions, comments, or concerns about this Terms Of Use, please contact us at:

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