

## **LEGAL TERMS**

Welcome to Spielo Manufacturing ULC ("Spielo"). Spielo and its affiliates provide the information on this site to you subject to the following conditions. IF YOU VISIT SPIELO.COM, YOU ACCEPT THESE CONDITIONS. Please read them carefully. In addition, when you use any current or future Spielo.com service or visit or purchase from any business affiliated with Spielo.com, whether or not included in the Spielo.com Web site, you also will be subject to the guidelines and conditions applicable to such service or business.

## **ELECTRONIC COMMUNICATIONS**

When you visit Spielo.com or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

## **PATENTS**

One or more United States, Canada and international patents apply to this site. Spielo's patents may not be used without specific written permission granted by Spielo. Please contact Spielo directly for more information on its patents.

## **TRADEMARKS**

Spielo and other marks indicated on our site are trademarks or registered trademarks of Spielo Manufacturing ULC, or its affiliates, in Canada, the United States, and other countries. Spielo and other Spielo.com graphics, logos, page headers, button icons, scripts, and service names are trademarks or trade dress of Spielo Manufacturing ULC or its affiliates. Spielo's trademarks and trade dress may not be used in connection with any product or service that is not Spielo's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Spielo. All other trademarks not owned by Spielo or its affiliates that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Spielo or its affiliates.

## **COPYRIGHT**

All content included on this site, such as text, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and software, is the property of Spielo.com or its content suppliers and protected by Canada, the United States and international copyright laws. The compilation of all content on this site is the exclusive property of Spielo.com and protected by Canadian, U.S. and international copyright laws. All software used on this site is the property of Spielo.com or its software suppliers and protected by Canada, the United States and international copyright laws.

## **LICENSE AND SITE ACCESS**

Spielo grants you a limited license to access and make personal use of this site and not to download (other than page caching) or modify it, or any portion of it, except with express written consent of

Spielo. This license does not include any resale or commercial use of this site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of this site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data gathering and extraction tools. This site or any portion of this site may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without express written consent of Spielo. You may not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Spielo.com and our affiliates without express written consent. You may not use any Meta tags or any other "hidden text" utilizing Spielo's name or trademarks without the express written consent of Spielo. Any unauthorized use terminates the permission or license granted by Spielo. You may not use any Spielo logo or other proprietary graphic or trademark as part of the link without express written permission.

## **COMMUNICATIONS AND SUGGESTIONS**

Visitors may send communications and submit suggestions, ideas, comments, questions, or other information, so long as the content is not illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights, or otherwise injurious to third parties or objectionable and does not consist of or contain software viruses, political campaigning, commercial solicitation, chain letters, mass mailings, or any form of "spam." You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of a card or other content. Spielo reserves the right (but not the obligation) to remove or edit such content, but does not regularly review posted content.

If you do post content or submit material, and unless we indicate otherwise, you grant Spielo and its affiliates a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Spielo and its affiliates and sublicensees the right to use the name that you submit in connection with such content, if they choose. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate this policy and will not cause injury to any person or entity; and that you will indemnify Spielo or its affiliates for all claims resulting from content you supply. Spielo has the right but not the obligation to monitor and edit or remove any activity or content. Spielo.com takes no responsibility and assumes no liability for any content posted by you or any third party.

## **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

THIS SITE IS PROVIDED BY SPIELO ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPIELO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED ON THIS SITE. YOU EXPRESSLY AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMISSIBLE BY APPLICABLE LAW, SPIELO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPIELO DOES NOT WARRANT THAT THIS SITE, ITS SERVERS, OR E-MAIL SENT FROM SPIELO ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SPIELO WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF THIS SITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

#### **APPLICABLE LAW**

By visiting Spielo.com, you agree that the laws of the Province of New Brunswick, without regard to principles of conflict of laws, will govern these Legal Terms and any dispute of any sort that might arise between you and Spielo or its affiliates.

#### **SITE MODIFICATION AND SEVERABILITY**

We reserve the right to make changes to our site, policies, and these Legal Terms at any time. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.