

**Date of Last Revision: March 1, 2017**

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**1. Scope of these Site Terms and Changes to the Site Terms**

These terms and conditions of use ("Site Terms") exclusively apply to your access to, and use of, the Web site of Columbia Sportswear Company, 14375 N.W. Science Park Drive, Portland, OR 97229, USA and its subsidiaries (collectively, "Columbia", "we" or "us"), located at <https://www.columbiasportswear.ie> (the "Site"). These Site Terms do not alter in any way the terms or conditions of any other agreement you may have with Columbia, or its affiliates, for products, services or otherwise. If you are using the Site on behalf of any entity, you represent and warrant that you are authorized to accept these Site Terms on such entity's behalf, and that such entity agrees to indemnify you and Columbia for violations of these Site Terms.

Columbia reserves the right to change or modify any of the terms and conditions contained in the Site Terms or any policy or guideline of the Site, at any time and in its sole discretion. Columbia will notify you that the Site Terms have been changed by email or by posting the revised Site Terms on the Site and posting a notice about such changes on the Site. Any changes or modification will be effective immediately upon posting of the revisions on the Site and shall apply to all use of the Site and all acts or omissions occurring after the effective date of the revised Site Terms. You waive any right you may have to receive specific notice of such changes or modifications. Your continued use of this Site following the posting of changes or modifications will confirm your acceptance of such changes or modifications. Therefore, you should frequently review the Site Terms and applicable policies from time-to-time to understand the terms and conditions that apply to your use of the Site. If you do not agree to the amended terms, your license to use the Site will terminate and any further use will be unauthorized, so you must stop using the Site.

**2. Mobile Services and Contact Information**

The Site may include certain features or services that are available via your mobile phone (the "Mobile Services"), such as the ability to upload content to your mobile phone or request order and shipping status messages or other alerts be sent to your mobile phone. In addition, you have the option, but are not required, to provide your mobile number in the registration process as part of your contact information. By using the Mobile Services, or by providing your mobile number as a contact point, you agree that we may communicate with you by SMS, MMS, text message or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to us. You understand that your carrier's normal messaging, data and other rates and fees will apply to these Mobile Services and other communications, and you should check with your carrier to find out what plans are available and how much they cost.

**3. Copyright and Limited License**

Unless otherwise indicated in the Site, the Site and all content and other materials on the Site, including, without limitation, the Columbia logo, and all designs, text, graphics, pictures, information, data, software, sound files, other files and the selection and arrangement thereof (collectively, the "Site Materials") are the proprietary property of Columbia or its licensors or users and are protected by U.S. and international copyright laws.

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#### **4. Repeat Infringer Policy**

Columbia has adopted a policy of terminating, in appropriate circumstances and at Columbia's sole discretion, subscribers or account holders who are deemed to be repeat infringers. Columbia may also at its sole discretion limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

#### **5. Copyright Complaints**

If you believe that anything on the Site infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below.

Name of Agent Designated to Receive Notification of Claimed Infringement: John C. Motley

Full Address of Designated Agent to Which Notification Should be Sent: 14375 NW Science Park Drive, Portland, OR 97229, USA

Telephone Number of Designated Agent: 00 1 503-985-4000

Facsimile Number of Designated Agent: 00 1 503-985-5012

E-Mail Address of Designated Agent: [dmca@columbia.com](mailto:dmca@columbia.com)

Please note that the information provided in your notification, including any personal information contained therein, may be forwarded to the person who has provided the allegedly infringing content, and your sending us such notification constitutes your consent to share this information with the alleged infringer.

You should also note that if you make any material misrepresentation in your notification that the material or activity is infringing, you will be liable for all damages, including costs and legal fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

We may give notice of a claim of copyright infringement to our users by means of a general notice on the Site, electronic mail to a user's email address in our records, or by written communication sent by first-class mail to a user's address in our records.

## **6. Trademarks**

"Columbia," "Columbia Sportswear Company," "Columbia Interchange System," "Columbia River Lodge," "Bugaboo," "Bugabootoo," "Cyberpack," "Delta Hunter," "Interchange," "Tough Mother," "GRT," "Omni-Dry," "Omni-Freeze," "OmniGrip," "OmniShield," "OmniShade," "Omni-Tech," "PFG," "PHG," "Skeeter Beeter," "Storm Dry," "Techlite," "Tested Tough," "Timberwolf," and "Titanium," along with the Columbia diamond, three arrow circle - and the PHG logos, and other product or service names, logos and slogans of Columbia that may appear on this Site, are trademarks or registered trademarks of Columbia Sportswear Company or its subsidiaries in the United States and other countries, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Columbia or the applicable trademark holder. You may not use any metatags or any other "hidden text" utilizing "Columbia" or any other name, trademark or product or service name of Columbia or its subsidiaries without our prior written permission. In addition, the look and feel of the Site, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Columbia and may not be copied, imitated or used, in whole or in part, without our prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in the Site are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

## **7. Hyperlinks**

You are granted a limited, non-exclusive right to create a text hyperlink to the Site for non-commercial purposes, provided such link does not portray Columbia or any of its products and services in a false, misleading, derogatory or otherwise defamatory manner and provided further that the linking site does not contain any adult or illegal material or any material that is offensive, harassing or otherwise objectionable. This limited right may be revoked at any time. You may not use a Columbia logo or other proprietary graphic of Columbia to link to this Site

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### **8. Third Party Content**

Columbia may run or allow advertisements and promotions from third parties on the Site or may otherwise provide or allow information about or links to third-party products or services on the Site. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. Columbia is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-Columbia advertisers or third party information on the Site.

### **9. Advertisements and Promotions; Third-Party Products and Services**

Columbia may run or allow advertisements and promotions from third parties on the Sites or may otherwise provide or allow information about or links to third-party products or services on the Sites. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. Columbia is not responsible or liable for any loss or damage of any sort incurred as the result of any such dealings or promotions or as the result of the presence of such non-Columbia advertisers or third party information on the Sites. However, the foregoing shall not apply to the extent that any loss or damage is the result of Columbia's own negligence, fraud, willful injury or willful violation of law.

### **10. User Content and Interactive Services or Areas**

The Site may include discussion forums, blogs, product reviews, or other interactive areas or services ("Interactive Areas") in which you or other users create, post or store any content, messages, reviews, ratings, materials, data, information, text, music, sound, photos, video, graphics, code or other items or materials on the Site ("User Content"). You are solely

responsible for your use of such Interactive Areas and use them at your own risk. By using any Interactive Areas, you agree not to post, upload to, transmit, distribute, store, create or otherwise publish through the Site any of the following:

a. User Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;

b. User Content that you know or have reason to know is inaccurate, untruthful or misleading;

c. User Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any local, state, national or international law or regulation;

d. User Content that may infringe any patent, trademark, trade secret, copyright or other intellectual or proprietary right of any party. By posting any User Content, you represent and warrant that you have the lawful right to distribute and reproduce such User Content;

e. User Content that impersonates any person or entity or otherwise misrepresents your affiliation with a person or entity;

f. Unsolicited promotions, political campaigning, advertising or solicitations;

g. Private information of any third party, including, without limitation, addresses, phone numbers, email addresses, Social Security numbers and credit card numbers;

h. Viruses, corrupted data or other harmful, disruptive or destructive files; and

i. User Content that, in the sole judgment of Columbia, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Site, or which may expose Columbia or its users to any harm or liability of any type.

Columbia takes no responsibility and assumes no liability for any User Content posted, stored or uploaded by you or any third party, or for any loss or damage thereto, nor is Columbia liable for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography or profanity you may encounter. Your use of Interactive Areas is at your own risk. As a provider of interactive services, Columbia is not liable for any statements, representations or User Content provided by its users in any public forum, personal home page or other Interactive Area.

Although Columbia has no obligation to screen, edit or monitor any of the Content posted in any Interactive Area, Columbia reserves the right, and has absolute discretion, to remove, screen or edit any User Content posted or stored on the Site at any time and for any reason without notice, and you are solely responsible for creating backup copies of and replacing any User Content you post or store on the Site at your sole cost and expense. Any use of the

Interactive Areas or other portions of the Site in violation of the foregoing violates these Site Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site. In order to cooperate with legitimate governmental requests, subpoenas or court orders, to protect Columbia's systems and customers, or to ensure the integrity and operation of Columbia's business and systems, Columbia may access and disclose any information it considers necessary or appropriate, including, without limitation, user profile information (i.e. name, e-mail address, etc.), IP addressing and traffic information, usage history, and posted User Content. Columbia's right to disclose any such information shall govern over any terms of Columbia's Privacy Policy.

## **11. Rights in User Content and Submissions**

Except as otherwise expressly stated by Columbia, Columbia does not claim ownership of any User Content or other materials you post or upload on the Site or otherwise provide or submit to Columbia. However, unless we indicate otherwise, you grant Columbia and its affiliates a non-exclusive, royalty-free, perpetual, irrevocable and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform and display such User Content throughout the world in any media. Such license shall be limited to use on or in connection with the Site unless otherwise indicated on the Site. You grant Columbia 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 (a) you own and control all of the rights to the User Content that you post or you otherwise have the right to post such User Content to the Site; (b) the User Content is accurate and not misleading; and (c) use and posting of the User Content you supply does not violate these Site Terms and will not violate any rights of or cause injury to any person or entity.

Notwithstanding the foregoing, you acknowledge and agree that any suggestions, ideas, comments or other information or materials regarding the Site, Columbia or Columbia's products or services that are provided by you, whether by email, posting to the Site or otherwise, are non-confidential and shall become the sole property of Columbia. Columbia shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgment or compensation to you.

## **12. User Conduct**

By using the Site, you agree to abide by the Columbia Code of Conduct, which states that you agree not to:

Use the Site or Interactive Areas in any unlawful manner or in any manner that could damage, disable, overburden or impair the Site;

Harvest or collect email addresses or other contact information of other users from the Site or Interactive Areas by electronic or other means for the purposes of sending unsolicited emails or other unsolicited communications;

Use any robot, spider, crawler, scraper or other automated means or interface not provided by us to access the Site and/or Interactive Areas or to extract data;

Use automated scripts to collect information from or otherwise interact with the Site or Interactive Areas;

Register for more than one User account, register for a User account on behalf of an individual other than yourself, or register for a User account on behalf of any group or entity;

Impersonate any person or entity or otherwise misrepresent your age or your affiliation with a person or entity;

Violate any local, state, national or international law;

Solicit personal information from anyone under 18 or solicit passwords or personally identifying information for commercial or unlawful purposes;

Use or attempt to use another's account without authorization from Columbia;

Attempt to circumvent any content filtering techniques we may employ;

Attempt to access any service or area of the Site (including, without limitation, any Interactive Areas) that you are not authorized to access; or

Engage in any harassing, intimidating, predatory or stalking conduct.

Columbia is not responsible or liable for the conduct of, or your interactions with, users of the Site (whether online or offline), nor is Columbia responsible or liable for any loss, damage, injury, or harm associated therewith. Although Columbia has no obligation to monitor any user conduct on the Site or in any Interactive Area, Columbia reserves the right, and has absolute discretion, to monitor any user conduct on the Site at any time and for any reason without notice. Columbia does not approve or endorse any user-posted meetings or events referenced on the Site, and Columbia recommends exercising caution before contacting or meeting anyone (online or offline) that is unfamiliar. Your use of the Site is at your own risk. Any use of the Site in violation of the user conduct rules set forth above violates these Site Terms and may result in, among other things, termination or suspension of your rights to use the Interactive Areas and/or the Site.

### **13. Registration Data; Account Security**

In consideration of your use of the Site, you agree to (a) provide accurate, current and complete information about you as may be prompted by any registration forms on the Site ("Registration Data"); (b) maintain the security of your password and identification and not share such information with any third party; (c) maintain and promptly update the Registration Data, and any other information you provide to Columbia, to keep it accurate, current and complete; and

(d) accept all risks of unauthorized access to the Registration Data and any other information you provide to Columbia.

#### **14. Financial Material Disclosure**

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You agree to defend, indemnify and hold harmless Columbia, its independent contractors, service providers and consultants, and their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable legal fees) arising out of or related to any User Content you post, store or otherwise transmit on or through the Site or your use of the Interactive Areas, including without limitation any actual or threatened suit, demand or claim made against Columbia and/or its independent contractors, service providers, employees, directors or consultants, arising out of or relating to the User Content, your conduct, your violation of these Site Terms or your violation of the rights of any third party.

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#### **18. Applicable Law and Jurisdiction**

These Site Terms and your use of the Site shall be governed by and construed in accordance with the laws of the Republic of Ireland, without resort to its conflict of law provisions. You hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction of the

Irish courts over any suit, action or proceeding arising out of or in connection with these Site Terms.

### **19. Termination**

Notwithstanding any of these Site Terms, Columbia reserves the right, without notice and in its sole discretion, to terminate your license to use the Site, and to block or prevent future your access to and use of the Site.

### **20. Severability**

If any provision of these Site Terms shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Site Terms and shall not affect the validity and enforceability of any remaining provisions.

### **21. Questions & Contact Information**

If you have any question regarding the use of the Site, please refer first to the Help Centre or the Frequently Asked Questions. Questions or comments about the Site may be directed to Columbia on [this page](#) or by calling us at 01 536 9567.

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