

Terms & Conditions of Use

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ZAMBONI IS WILLING TO PROVIDE YOU WITH LIMITED ACCESS TO THE WEBSITE THROUGH THE WEBSITE AND MAKE AVAILABLE ZAMBONI PRODUCTS AND SERVICES TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN, ON ANY REGISTRATION OR ORDER FORM RECEIVED BY YOU FROM ZAMBONI OR ITS AFFILIATES IN CONNECTION WITH THE WEBSITE AND ON ANY DOCUMENTS REFERENCED HEREIN OR ANY ADDITIONAL TERMS AND CONDITIONS THAT CAN BE VIEWED EITHER ON THE PAGES CONTAINING ANY SERVICES OR OFFERINGS, OR VIA A LINK ON THOSE PAGES OR OTHER DIRECTIONS TO THE ADDITIONAL TERMS AND CONDITIONS (COLLECTIVELY, THE "AGREEMENT").

IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, PROMPTLY CEASE ACCESSING OR OTHERWISE USING THE WEBSITE, AND/OR EXIT THIS PAGE BEFORE DOWNLOADING, ACCESSING, USING, SUBSCRIBING OR INSTALLING THE WEBSITE OR PURCHASING PRODUCTS AND SERVICES FROM ZAMBONI.

Authority. By accessing, subscribing, downloading and/or otherwise using the WEBSITE, you certify that you (a) are at least fifteen (15) years of age, and that, if you are acting on the behalf of any person or entity, you are authorized to act on behalf of such party, (b) have read this Agreement and have agreed to be legally bound by this Agreement, and (c) agree to all operating rules and policies of ZAMBONI that may be published within the WEBSITE or the Website. If the person accessing, subscribing and/or otherwise using the WEBSITE is under the age of majority in his/her state of residence, then such person should review and discuss this Agreement with their parent or legal guardian, and by such person's accessing, subscribing, downloading and/or otherwise using the WEBSITE, such person's parent or legal guardian is deemed to have consented to such person's entering into this Agreement and deemed to have agreed to have such person be bound by the terms hereof.

Intellectual Property. The WEBSITE is owned and operated by ZAMBONI and its licensors and is protected by copyright and other intellectual property laws under United States and international laws and treaties - Copyright 2011 ZAMBONI, INC. All rights reserved. The compilation and arrangement of all content, data and other information found within the WEBSITE are also the sole and exclusive property of ZAMBONI and its licensors and is protected by U.S. and international intellectual property laws. The "look and feel" of the WEBSITE, meaning, the structure, sequence and layout of the audiovisual components of such technology as perceived by you, including, but not limited to, the color

combinations, button shapes, and all other graphical and navigational elements, are also proprietary to ZAMBONI and its licensors and fully protected under U.S. and international intellectual property laws.

Use of the WEBSITE. Subject to the terms and conditions set forth herein and any third party restrictions, ZAMBONI grants you a revocable, non-transferable, non-exclusive and non-sublicenseable limited right and license to view, use and access the WEBSITE to (a) incidentally view, print and download the images, text, graphics, photographs, audio, video and other content to the extent made available by ZAMBONI for such purposes on the Website solely for your informational purposes and for your revocable, immediate, private, personal and non-commercial use, and (b) make purchases of goods and services through links found on this Website or through the WEBSITE; provided you retain all ZAMBONI copyright and proprietary notices contained in the original materials or any copies thereof.

All rights to ownership or use not expressly stated herein are reserved by ZAMBONI and ZAMBONI disclaims any and all implied licenses. Without limiting the foregoing, you agree not to: (i) reverse engineer, decompile, reverse compile, translate, adapt, or disassemble or otherwise access or adapt the WEBSITE, or any part thereof; (ii) copy, distribute, display, transmit or reproduce the WEBSITE, or any part thereof, in any form, including, but not limited to, fonts, icons, link buttons, wallpaper, and unlicensed merchandise; (iii) publish, display, disclose, sell, rent, lease, modify, store, loan, distribute, publicly display or perform, co-brand, frame, permit third parties to link to, or create compilations or derivative works of the WEBSITE, or any part thereof, including, but not limited to, using any part of the WEBSITE to create fonts, icons, links, buttons, wallpaper and unlicensed merchandise; (iv) assign, sublicense, convey, transfer, pledge as security or otherwise encumber the rights and licenses granted hereunder; (v) use the WEBSITE in any fashion that may infringe any patent, copyright, trademark, trade secret or any other intellectual property or proprietary right of ZAMBONI, its affiliates, its third party suppliers or any other third party; (vi) upload, post, email, transmit or otherwise make available any material that is unlawful, harmful or otherwise objectionable; (vii) fraudulently impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity using WEBSITE; (viii) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the WEBSITE; (ix) upload, post, email, transmit or otherwise make available any materials that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (x) upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam" or any other form of solicitation; (xi) upload, post, email, transmit or otherwise make available any material that contains software viruses, worms, trojans, spyware, adware or any other malicious computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (xii) interfere with or disrupt the WEBSITE or servers or networks connected to the WEBSITE, or disobey any requirements, procedures, policies or regulations of networks connected to the WEBSITE (including, but not limited, to the Website); and (xiii) to collect or store personal data about other users.

You agree not to access the WEBSITE by any means other than through the means that is provided by ZAMBONI for use in accessing the WEBSITE.

By posting information or other materials on the Website or within the WEBSITE or by making such information available for downloading by you, ZAMBONI does not waive any proprietary right in and to the WEBSITE (including, but not limited to, copyright, service mark, trademark, patent, trade secret or other intellectual property or proprietary right) and does not transfer any rights to you in the WEBSITE except for the limited license expressly granted herein.

Submissions. Except as otherwise provided herein, any and all comments, suggestions, ideas, graphics, videos, content, data and other information that you transmit to ZAMBONI through the WEBSITE (each, a "Submission") shall remain your sole and exclusive property, and you shall be solely responsible for your Submission and the consequences of posting or publishing it. By submitting your Submission to ZAMBONI, you hereby grant ZAMBONI and its successors and assigns a worldwide, perpetual, non-exclusive, irrevocable, royalty-free, sublicenseable (through multiple tiers) and transferable license (with a right to create derivative works) to use, copy, transmit or otherwise distribute, perform, publicly perform and display your Submission for any legal purposes whatsoever now known or hereinafter becomes known. You also grant each user of the WEBSITE and the Website a non-exclusive license to access your Submission through the Website and to use, copy, transmit or otherwise distribute, perform, publicly perform, create derivative works of, and display your Submission to the extent expressly authorized by the ZAMBONI on the Website and/or in this Agreement.

Any Submission you provide to ZAMBONI will be deemed public information and not subject to any confidentiality obligation and ZAMBONI shall have no obligation to maintain its confidentiality except to the extent the Submission contains personal identifiable information, in which case, ZAMBONI Privacy Policy shall govern ZAMBONI's use of such information.

By making a Submission, you waive the right to make any claim against ZAMBONI or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders related to the Submission, including, but not limited to, unfair competition, invasion of privacy, negligence, breach of implied contract or breach of confidentiality, and you further waive all moral rights you may have in any materials uploaded or sent to us by you. You represent and warrant that your Submission: (a) shall be true, accurate, current, complete and not misleading, (b) shall not violate the rights of any third party, including, but not limited to, intellectual property and proprietary rights, (c) shall not be fraudulent or involve counterfeit or stolen information or items, (d) shall not violate any law, statute, ordinance or regulation, and (e) shall not create any liability for ZAMBONI or any of its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders. You also agree to maintain and promptly update your Submission by means of the WEBSITE in order to keep that information true, accurate, current and complete.

You further represent and warrant that (i) you own or have the necessary licenses, rights, consents and permissions to use and authorize ZAMBONI to use all patent, trademark, trade secret, copyright or other proprietary rights in and to your Submission to enable inclusion and use of the Submission in the manner contemplated by this Agreement; and (ii) you have any necessary written or implied consent, release, and/or permission of each and every identifiable individual person in the Submission to use the

name, picture and likeness of each and every such identifiable individual person to enable inclusion and use of the Submission in the manner contemplated by this Agreement.

Participation Disclaimer. ZAMBONI does not and cannot review all Submissions posted to or created by users accessing the WEBSITE (including, but not limited to, the Website), and is not in any manner responsible for the content of these communications or the activities of these users. You acknowledge that by providing you with the ability to view and distribute user-generated content through the WEBSITE (including, but not limited to, the Website), ZAMBONI is merely acting as a passive conduit for the distribution of such information and is not undertaking any obligation or liability relating to the content or the users' activities. ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders do not undertake or assume any duty to monitor the Website for inappropriate content. ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders assume no responsibility or liability which may arise from the content thereof, including, but not limited to, claims for defamation, libel, slander, infringement, invasion of privacy and publicity rights or misrepresentation. Notwithstanding the foregoing, ZAMBONI reserves the right to block or remove communications, postings or materials that it determines to be (a) abusive, defamatory, or obscene, (b) fraudulent, deceptive, or misleading; (c) in violation of a copyright, trademark, patent, trade secret, intellectual property or other rights of another or (d) offensive or otherwise unacceptable to ZAMBONI in its sole discretion.

Trademarks. Any and all trademarks displayed within the Website are owned by ZAMBONI, its licensors or its affiliates, or are the property of third parties (in which case ZAMBONI makes no claim of ownership rights therein).

Confidentiality. At all times during the term hereof and at all times thereafter, you shall keep confidential and not disclose, directly or indirectly, and shall not use for the benefit of yourself, or any other individual or entity, any Confidential Information of ZAMBONI "Confidential Information" means any trade secrets, or confidential or proprietary information whether in written, digital, oral or other form that is unique, confidential or proprietary to ZAMBONI or its licensors, including, but not limited to, all parts of the WEBSITE and any other materials or information related to the business or activities of ZAMBONI that are not generally known to others engaged in similar businesses or activities.

Warranty Disclaimer. YOU ACCESS AND USE THE WEBSITE AT YOUR SOLE RISK. THE WEBSITE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, ZAMBONI and its respective parents, subsidiaries, affiliates, successors, ASSIGNS, employees, agents, directors, officers and shareholders DISCLAIM ALL WARRANTIES (WHETHER EXPRESS, STATUTORY OR IMPLIED) OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, DATA ACCURACY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY OTHER WARRANTY ARISING UNDER THE UNIFORM COMMERCIAL CODE, USAGE OF TRADE, COURSE OF CONDUCT OR OTHERWISE. Without limiting the foregoing, ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders do not represent or warrant that (a) the

WEBSITE will be uninterrupted, timely, secure or error-free, (b) the defects in the WEBSITE will be corrected, (c) the WEBSITE or the servers that operate the WEBSITE are free of viruses or other harmful components, (d) the data, results and information within the WEBSITE will be correct, accurate, adequate, useful, reliable or otherwise; and (e) the WEBSITE will meet your needs, requirements or expectations.

ZAMBONI may make changes to the content within the WEBSITE or to the products or services described in it, at any time without notice to you. Further, ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders assume no liability or responsibility for any errors or omissions in the content within the WEBSITE. The materials in the WEBSITE may be out of date or inaccurate, and ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders specifically disclaim any duty to update such content. Any material downloaded or otherwise obtained by you through the use of the WEBSITE is done at your sole discretion and risk. You will be solely responsible for any damage to your computer systems or loss of data that results from the downloading of any such material including, but not limited to, damage caused by viruses and other forms of malware or badware.

You acknowledge and agree that ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be responsible or liable for (i) any unauthorized access to or alteration of your Submission; (ii) any Submission sent or received or not sent or received and (iii) any Submission stored on storage devices owned, operated or controlled by ZAMBONI. You acknowledge and agree that ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be responsible or liable for any Submission or conduct of any third party, including, but not limited to, content sent using and/or included within the WEBSITE provided by any other user of the Website or any third party licensors or suppliers of ZAMBONI.

Some states do not permit limitations or exclusions on warranties, so the above limitations may not apply to you. If any of the exclusions set forth in this Section is determined by a court of competent jurisdiction to be unenforceable, then all such express, implied and statutory warranties shall be limited in duration for a period of thirty (30) days after the date on which you first access the WEBSITE, and no warranties shall apply after such period.

Limitation of Liability. NEITHER ZAMBONI, its respective parents, subsidiaries, affiliates, successors, ASSIGNS, employees, agents, directors, officers, shareholders, SUPPLIERS, OTHER THIRD PARTIES MENTIONED WITHIN THE WEBSITE, NOR ANY PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE WEBSITE AND SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, DIRECT, INDIRECT, PUNITIVE DAMAGES, OR ANY OTHER LOSSES, COSTS, OR EXPENSES OF ANY KIND WHICH MAY ARISE, DIRECTLY, OR INDIRECTLY, FROM YOUR USE OF, ACCESS TO, OR INABILITY TO USE AND ACCESS THE WEBSITE OR FROM YOUR PURCHASE OF PRODUCTS AND/OR SERVICES PURCHASED THROUGH THE WEBSITE, INCLUDING, WITHOUT LIMITATION, DAMAGES OR INJURY FROM OR RELATING TO: THE DOWNLOADING OF ANY MATERIAL CONTAINED WITHIN OR ACCESSED VIA THE WEBSITE; THE

LINKING TO OTHER WEBSITES FROM THE WEBSITE; THE SERVICES, PRODUCTS OR INFORMATION OFFERED ON, MADE AVAILABLE THROUGH THE WEBSITE; COMPUTER VIRUS OR SYSTEM FAILURE; UNAUTHORIZED ACCESS TO OR USE OF SERVERS AND/OR PERSONAL OR FINANCIAL INFORMATION STORED ON THE SERVERS; AND/OR THE UNAVAILABILITY OF ANY SERVICES OR PRODUCTS MENTIONED WITHIN THE WEBSITE WHETHER OR NOT ZAMBONI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT SHALL ZAMBONI and its respective parents, subsidiaries, affiliates, successors, ASSIGNS, employees, agents, directors, officers and shareholders' AGGREGATE LIABILITY TO YOU FOR ANY AND ALL DAMAGES, LOSSES, AND CAUSES OF ACTIONS (WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, TORT OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE) EXCEED THE FEES PAID, IF ANY, BY YOU TO ZAMBONI FOR ACCESS AND USE OF THE WEBSITE OR THE PURCHASE PRICE OF ANY GOODS OR SERVICES PURCHASED THROUGH THE WEBSITE, OR, IN ALL OTHER CASES, FIVE DOLLARS (\$5.00).

SOME STATES DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU IN ALL CASES.

Access to the WEBSITE. You shall be responsible for obtaining access to the WEBSITE and for all equipment necessary to access the WEBSITE and you acknowledge that obtaining the foregoing may involve third-party fees (such as internet service provider or airtime charges). You are responsible for all fees and charges associated with connecting you to the WEBSITE, including, without limitation, all telephone, equipment, airtime and internet service provider charges, and associated taxes.

Passwords and Your Obligations. You may be asked to register as a member on certain pages or services within the WEBSITE and to select a unique username and password in order to be able to access your account and use any of the WEBSITE. As a registered member, you are responsible for maintaining the confidentiality and security of your username and password and shall be responsible for all uses of your username and password, including, but not limited to, any purchases facilitated through the use thereof, whether or not in fact authorized by you. You agree to notify ZAMBONI in writing immediately of any breach of security, including, without limitation, unauthorized use of your username or password. You also understand that exiting immediately from your account (i.e., "logging off") at the end of each session will enhance your account security and that failure to do so may permit other persons having access to your computer to use, or modify, your account. If you permit any person to use your username and password, you shall be liable for all activity and transactions made by that person including transactions for which you may not have authorized.

Please notify us immediately of any unauthorized use of your user name and password via email to INFO@ZAMBONI.com.

Security. The WEBSITE resides on the public internet. ZAMBONI uses commercially reasonable measures to protect the confidentiality and security of communications transmitted to ZAMBONI and information stored on servers controlled by ZAMBONI. Notwithstanding these efforts, ZAMBONI cannot guarantee the confidentiality and security of such electronic communications and storage devices used to store

such information (including, personally identifiable information) and disclaims all liability arising therefrom.

Without limiting the foregoing, you shall not (a) violate or attempt to violate the security of the WEBSITE; (b) access data or materials not intended for you; (c) log into a server or account which you are not authorized to access; (d) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures; or (e) attempt to interfere with service to any user, host or network, including, without limitation, by means of submitting a virus to the WEBSITE, overloading, "flooding," "mailbombing" or "crashing" the WEBSITE. Violations of system or network security may result in civil or criminal liability. ZAMBONI reserves the right to investigate occurrences that may involve such violations and may involve and cooperate with law enforcement authorities in prosecuting users who have participated in such violations.

Applicable Laws. Subject to the terms and conditions set forth herein, you may use the WEBSITE only for lawful purposes. The WEBSITE is subject to, and you agree that you shall at all times comply with, all applicable local, state, national, and international laws, statutes, rules, regulations and ordinances including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including the California Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law that are applicable to the use of the WEBSITE and to your Submission.

Indemnification. You agree to indemnify, defend, and hold harmless ZAMBONI, its parent company, successors, assigns, affiliates, agents, vendors, distributors, licensors, end users and suppliers and their officers, directors and employees from and against all losses, expenses, obligations, claims, damages and costs, including reasonable attorneys' fees, resulting from (a) any violation of the terms and conditions of this Agreement, (b) any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing your account, (c) your use of (or inability to use) the WEBSITE; and (d) any use of your Submission by ZAMBONI or any other party, including, but not limited to, any third party claim of infringement of an intellectual property or proprietary right or invasion of privacy or publicity. This indemnification and defense obligation will survive this Agreement and your use of the WEBSITE.

Termination. You agree that ZAMBONI, at its sole discretion, may terminate or suspend your access to and use of the WEBSITE (or any part thereof) at any time and for no or any reason whatsoever, including, without limitation, for lack of use by you or if ZAMBONI believes that you have violated or acted inconsistently with the terms and conditions of this Agreement. ZAMBONI reserves the right at any time to modify or discontinue, temporarily or permanently your access to and use of the WEBSITE (or any part thereof) without notice. You agree that ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders shall not be liable to you or to any third party for any modification, suspension or discontinuance of your use of or access to the WEBSITE. Your obligations under this Agreement shall continue even after ZAMBONI has terminated and/or cancelled this Agreement or your access to the WEBSITE. Any provision that by its nature survives shall survive termination, expiration or cancellation of this Agreement including, but not limited to, the license granted by you to ZAMBONI for use of your Submission.

Resale Prohibited. Products sold from the Website may not be resold by you as new or distributed to or through dealers. Notwithstanding anything to the contrary herein, ZAMBONI reserves the right to adjust your order to ensure compliance with the terms and conditions of this Agreement, and/or refuse to complete your order for goods and services.

Product Display/Colors & Specifications. The WEBSITE (including, but not limited to, the Website) attempts to display product images shown through it as accurately as possible. However, ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders are not responsible for and cannot guarantee the performance or price of any goods, products or services advertised through the WEBSITE, and cannot guarantee that the image or color you see displayed on your monitor represents the actual product or conforms to the specifications of the product you have selected.

Features, pricing and specifications of products and/or services described or depicted through the WEBSITE (including, but not limited to, the Website) are subject to change at any time without notice. Weights and measures are approximate.

Applicability of Content. The Website is intended for residents of the United States and is operated in the State of California, United States of America. ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders make no representation that the content provided through the WEBSITE is applicable or appropriate for use in jurisdictions other than the United States of America. If you access the WEBSITE (including, but not limited to, the Website) from outside of the United States, please be aware you are responsible for compliance with any applicable laws. To the extent any applicable local laws prohibit your viewing and use of the WEBSITE, you may not view or use the WEBSITE.

Privacy Policy. We realize that you are concerned about how the information you provide online will be used. ZAMBONI has a Privacy Policy that discloses what information ZAMBONI collects about you, how ZAMBONI uses such information, the steps ZAMBONI takes to secure such information, how you can view and correct such information and how you can decline to have such information about you collected or used. The Privacy Policy is available on the Website and is incorporated herein by this reference. Please read our Privacy Policy for more details.

Jurisdiction. This Agreement shall be governed and construed in all respects by the laws of the State of California, without regard to principles of conflict of laws and without application of the Uniform Computer Information Transaction Act and the United Nations Convention of Controls for International Sale of Goods. You agree that the WEBSITE (including, but not limited to the Website) is deemed a passive website that does not give rise to personal jurisdiction over ZAMBONI or its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders, either specific or general, in any jurisdiction other than the State of California. You agree to submit to the exclusive jurisdiction of the courts of the State of California located in the County of California or the United States District Court for the Southern District of California for resolution of any dispute, action or

proceeding arising in connection with this Agreement or your use or non-use of the Website. You hereby irrevocably waive any right you may have to trial by jury in any such dispute, action or proceeding.

ZAMBONI Intellectual Property Notice. ZAMBONI has designated the person listed below as its agent to receive notifications of alleged copyright infringement on the Website. ZAMBONI respects the intellectual property of others, and asks our users to do the same. ZAMBONI will remove infringing materials in accordance with the Digital Millennium Copyright Act if properly notified that content infringes copyright. If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please provide ZAMBONI's IP Agent the following information in writing pursuant to the Digital Millennium Copyright Act (Please confirm these requirements with your legal counsel or see Section 512(c)(3) of the Copyright Act for more information) (the "Notice"):

- a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- b) a specific description of the copyrighted work or other intellectual property that you claim has been infringed;
- c) a specific description of where the material that you claim has been infringed is located in the WEBSITE sufficient to permit ZAMBONI to locate the material;
- d) your address, telephone number and email address;
- e) a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent or the law; and
- f) a statement by you that the information in your Notice is accurate and a statement made under penalty of perjury that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

If you believe that your work has been removed or disabled by mistake or misidentification, please provide the ZAMBONI IP Agent with the following information in writing pursuant to the Digital Millennium Copyright Act (Please confirm these requirements with your legal counsel or see Section 512(g)(3) of the Copyright Act) (the "Counter Notice"):

- a. a physical or electronic signature of the subscriber of the WEBSITE;
- b. identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled;
- c. a statement made under penalty of perjury that the subscriber has a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and

- d. the subscriber's name, address, telephone number, and a statement that the subscriber consents to the jurisdiction of the Federal District Court for the judicial district in which the address is located, or if the subscriber's address is outside of the United States, for any judicial district in which the service provider may be found, and that the subscriber will accept service of process from the person who provided notification under subsection (c)(1)(C) or an agent of such person.

You acknowledge that if you fail to comply with all of the aforementioned Notice requirements in writing, your Notice may not be valid and that ZAMBONI may ignore such incomplete or inaccurate notices without liability of any kind.

Under Section 512(f) of the Copyright Act, any person who knowingly materially misrepresents that material or activity is infringing or was removed or disabled by mistake or misidentification may be subject to liability.

ZAMBONI will terminate rights of subscribers and account holders in appropriate circumstances if they are determined to be repeat infringers.

ZAMBONI's IP Agent for Notice and Counter Notice of claims of copyright or other intellectual property infringement can be contacted at:

Zamboni Company, Attn: Brand Manager. Phone: 562.663.1650 or via email: info@zamboni.com

Order of Preference. This Agreement governs your use and access to the WEBSITE. This Agreement does not modify, alter or amend any other specific agreement you have entered or will enter into with ZAMBONI. To the extent that any provision of this Agreement, or any supplemental agreement offered as any part of any registration for additional services on the Website or within the WEBSITE, conflicts with any provision of your other agreements with ZAMBONI, the terms and conditions of such other agreement shall, take precedence over the conflicting term(s) and conditions of this Agreement (unless otherwise expressly provided in such other agreement).

Links to Other Web Sites. The WEBSITE contains links to other web sites ("Third Party Sites") controlled or offered by third parties (non-affiliates of ZAMBONI). ZAMBONI has no control over and is not responsible for the content, accuracy or opinions expressed on such Third Party Sites and such sites are not investigated, monitored or checked for accuracy or completeness by ZAMBONI. ZAMBONI has no ability to censor or edit the content of any Third Party Sites. ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders hereby disclaim any and all liability arising from your use of or access to any of the Third Party Sites, including but not limited to, any information, materials, products or services posted or offered at any of the Third Party Sites. By creating a link to Third Party Sites, ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders do not endorse or recommend any products or services offered or information contained at Third Party Sites, nor is ZAMBONI or its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders liable for any failure of products and services offered or

advertised at those sites. Such third parties may have a privacy policy different from that of ZAMBONI and Third Party Sites may provide less security than ZAMBONI. Without limiting the foregoing, the WEBSITE may contain offers from ZAMBONI for products and services that may be obtained only by linking to the merchant web site to complete the transaction. Terms of the offer shown on the WEBSITE, including, but not limited to, price, color, quantity, availability and description may vary from those shown on the merchant's web site. Differences in the terms of an offer between what is displayed in connection with the WEBSITE and what is offered at the merchant web site will be governed by the terms shown on the merchant's web site. ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders are not responsible or liable for any such differences or discrepancies.

Revisions and Consents. ZAMBONI reserves the right to revise the terms and conditions of this Agreement at any time and for no or any reason whatsoever. ZAMBONI also reserves the right to make changes at any time, without notice or obligation, to any of the information, products or services contained on or offered through the WEBSITE (including, but not limited to, on the Website). Such updates, revisions, supplements, modifications and additional rules, policies, terms and conditions shall be effective immediately and incorporated in this Agreement upon notice thereof, which may be given by any reasonable means, including, but not limited to, posting such changes on the Website. By continuing to enter the Website and/or using the WEBSITE, you acknowledge and agree that you shall be bound by any such revisions. Accordingly, you should periodically review the terms and conditions of this Agreement.

Entire Agreement. This Agreement constitutes the entire agreement between you and ZAMBONI with respect to the subject matter addressed herein, and governs your access to and use of the WEBSITE, superseding any prior agreements between you and ZAMBONI relating to such subject matter, but this Agreement may be supplemented by any other written agreement you enter into with ZAMBONI pursuant to your enrollment and/or participation in other features of the WEBSITE.

Electronic Delivery Policy and Your Consent. By using the WEBSITE, you consent to receive from ZAMBONI all communications including notices, agreements, legally required disclosures or other information in connection with the WEBSITE (collectively, "Contract Notices") electronically. ZAMBONI may provide such electronic Contract Notices by posting them on the Website. If you desire to withdraw your consent to receive Contract Notices electronically, you must discontinue your use of the Website and the WEBSITE.

General Provisions. Notwithstanding anything in this Agreement to the contrary, if any part of this Agreement is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions of this Agreement. You agree that if any part of the terms and conditions of this Agreement are found to be unenforceable, then the remainder of the terms and conditions of this Agreement will remain in full force and effect.

ZAMBONI Or its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers or shareholders' failure to insist upon or enforce strict performance of any provision

of the terms and conditions of this Agreement shall not be construed as a waiver of any other provision, term or right set forth herein. Neither the course of conduct between the parties nor trade practice shall act to modify any of the terms and conditions of this Agreement. ZAMBONI and its respective parents, subsidiaries, affiliates, successors, assigns, employees, agents, directors, officers and shareholders may assign its rights and duties under this Agreement to any party at any time without notice to you. You may not assign this Agreement or the rights granted herein to any party without the prior written consent of ZAMBONI. The section headings used in this Agreement are for convenience only and have no legal or contractual effect.