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## **Terms and Conditions**

NATURAL BORN SKIER Sarl, rue de la Dixence 10, 1950 Sion, Switzerland

Please read these terms and conditions (the “Terms and Conditions”) carefully. By accessing this website and/or any pages thereof (hereinafter referred to as the “Website”), you signify your agreement with and understanding of the following Terms and Conditions and the legal information pertaining to both this Website and any material on it. If you do not agree to these Terms and Conditions, do not access this Website. In addition, when using particular services, you and *NATURAL BORN SKIER* shall be subject to any posted guidelines or rules applicable to such services that may be posted on the Website from time to time. All such guidelines or rules are hereby incorporated by reference into these Terms and Conditions. *NATURAL BORN SKIER* reserves the right to change these Terms and Conditions at any time without notice to you. You are therefore responsible for regularly reviewing these Terms and Conditions. Continued use of this Website following any such changes shall constitute your acceptance of such changes.

## **Intellectual Property**

The Website was created by NATURAL BORN SKIER Sarl, rue de la Dixence 10, 1950 Sion, Switzerland. All rights reserved. Copyright NATURAL BORN SKIER 2008-2013. All names and logos of the NATURAL BORN SKIER are registered trademarks of NATURAL BORN SKIER. Any and all rights in relation to NATURAL BORN SKIER websites, projects and events are the sole and exclusive property of NATURAL BORN SKIER. No information or data may be reproduced in any format or used in any way without the prior written consent of NATURAL BORN SKIER. NATURAL BORN SKIER shall be entitled to withhold consent at its sole discretion. No act of downloading or otherwise copying or reproducing from the Website will transfer title to you to any software or material on the Website. Except as otherwise stated above, you are granted permission to view, store, print, reproduce, distribute any pages or download any material from the Website for personal non-commercial use only provided that (a) you do not modify any such page or any such material and (b) you include these Terms and Conditions with any reproduction. Any unauthorized reproduction for commercial purposes of the Website or any part thereof is a violation of NATURAL BORN SKIER's rights.

## **Instructor Memberships**

Instructor memberships are **exclusively** for certified mountain, nature and winter sports professional such as qualified instructors, coaches and guides. Instructors must be regulated by the authorities in the country they operate in and only employ ski professionals who are fully qualified to work under the regulations stated by that country. Private Instructors must hold the relevant qualification that allows them to work independently under the rules stated by the country they operate in. This includes all Winter sport and Mountain professionals. NATURAL BORN SKIER will not be responsible for listings that are inaccurate. In order to secure your NATURAL BORN SKIER pro account (membership) you must complete the form. Your NATURAL BORN SKIER pro account will then be active and accessible online in several languages. If any of the other services including pro-account requires you to open an account, you must complete the registration process by providing us with current, complete and accurate information as prompted by the applicable registration form. You also will choose a password and a user name. You are entirely responsible for maintaining the confidentiality of your password and account. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to notify NATURAL BORN SKIER immediately of any unauthorized use of your account or any other breach of security. NATURAL BORN SKIER will not be liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. However, you could be held liable for losses incurred by NATURAL BORN SKIER or another party due to someone else using your account or password. You may not use anyone else's account at any time, without the permission of the account holder.

### **Professional Memberships**

Always check with the businesses for conditions, pricing, availabilities, offers, etc. NATURAL BORN SKIER is not responsible for menus, conditions, availabilities, services, pricing changes, offers and other information provided by businesses, but the information is believed to be accurate when posted. Listing of an ad, menu or service by a business does not mean that there is any affiliation, endorsement or sponsorship between NATURAL BORN SKIER and the listed business.

### **Cancellation**

NATURAL BORN SKIER is committed to provide a platform for instructors and mountain professionals worldwide. In order to be fully accessible for all, the basic memberships are all free. For any premium access, fees are kept to a minimum amount (see registration section for prices). In addition, we will commit to re-invest a percentage of all our online profits toward environmental protection and awareness in ski resorts. For this reason there is no cancellation possible on the yearly memberships.

### **Liability**

NATURAL BORN SKIER accepts responsibility if it is proved that services which it contracts to provide are deficient and up to 7 days after purchase. This does not apply for products. **NATURAL BORN SKIER cannot be held responsible for**

**death, bodily injury or illness caused on and off ski slopes at anytime and anywhere.**

### **Problems and complaints**

NATURAL BORN SKIER aims to settle any complaints amicably and quickly. Should you have any problems whilst using the [bornskier.com](http://bornskier.com) website, NATURAL BORN SKIER's representatives should be informed so that action can be taken without delay. If you wish to complain, full details must be sent in writing to [contact@bornskier.com](mailto:contact@bornskier.com)

### **Information**

The descriptions contained in the [bornskier.com](http://bornskier.com) website and all other information supplied by NATURAL BORN SKIER is correct to the best of NATURAL BORN SKIER's knowledge. Although the accuracy is not guaranteed, all descriptions and information are given in good faith and in the belief that they were true at the time of printing. As a condition of your use of the services, you will not use the services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the services in any manner that could damage, disable, overburden, or impair any NATURAL BORN SKIER server, or the network(s) connected to any NATURAL BORN SKIER server, or interfere with any other party's use and enjoyment of any services. You may not attempt to gain unauthorized access to any services, other accounts, computer systems or networks connected to any NATURAL BORN SKIER server or to any of the services, through hacking, password mining or any other means. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the services.

### **Advertising**

Advertisements / articles will be placed based on the information you "the advertiser" provide in your advertising order, NATURAL BORN SKIER makes no guarantee regarding the results that may be obtained from any advertisements. You are solely responsible for all the information you provide. NATURAL BORN SKIER does not guarantee that an advertiser's product featured in an advertisement will be the only product of that type featured in advertisements on any one page. NATURAL BORN SKIER will not be responsible or liable to any customer in any way if the customer's request cannot be granted.

### **General**

This contract is governed by Swiss laws. This contract will not create any right enforceable (Rights of Third Parties) by any person who is not a party to these terms. If you have any questions or suggestions, please send an email to [contact@bornskier.com](mailto:contact@bornskier.com)

## **Privacy Policy**

NATURAL BORN SKIER Sarl, rue de la Dixence 10, 1950 Sion, Switzerland

NATURAL BORN SKIER takes your privacy seriously. Please read the following Privacy Policy carefully to learn more about NATURAL BORN SKIER's use of your personal identifying information that NATURAL BORN SKIER collect when you visit NATURAL BORN SKIER's official website at [www.bornskier.com](http://www.bornskier.com) (hereinafter referred to as: the "Website"). NATURAL BORN SKIER reserves the right to change this Privacy Policy at any time without notice to you. You are therefore responsible for regularly reviewing this Privacy Policy.

### **What this Privacy Policy covers**

This Privacy Policy covers NATURAL BORN SKIER's treatment of personal identifying information that NATURAL BORN SKIER collects when you are on the Website and when you use services on the Website, as described in this Privacy Policy. This Privacy Policy also covers NATURAL BORN SKIER's treatment of any personal identifying information that NATURAL BORN SKIER's business partner's share with NATURAL BORN SKIER unless otherwise stated. This Privacy Policy does not apply to the practices of any companies or legal entities that NATURAL BORN SKIER does not own or control or to any persons that NATURAL BORN SKIER does not employ or manage, including without limitation third-party advertisers or sponsors to whom you provide information. NATURAL BORN SKIER is not responsible for privacy policies or practices of other websites to which you choose to link from the Website, and NATURAL BORN SKIER encourages you to review the privacy policies of those other websites so you can understand how they collect, use and share information.

### **Information collection and use**

NATURAL BORN SKIER does not collect personal identifying information when you access the Website homepage and browse the Website without disclosing your personal data except as described in this Privacy Policy or the relevant part of the Website and except cookies (see below under "cookies"). NATURAL BORN SKIER collects personal identifying information when you register on the Website, when you use certain products or services on the Website and when you enter promotions, sweepstakes or similar services sponsored by NATURAL BORN SKIER or its business partners. NATURAL BORN SKIER may also receive personal identifying information from its business partners. When you register, NATURAL BORN SKIER asks for your name, email address, and some other personal information. Once you register with NATURAL BORN SKIER and/or sign in to our products or services, you are not anonymous to NATURAL BORN SKIER.

NATURAL BORN SKIER also automatically receives and records information on our server logs from your browser including your Internet Protocol address (IP address), which identifies your computer, NATURAL BORN SKIER's cookies information and the page you requested. NATURAL BORN SKIER uses information collected for three general purposes: for technical administration of the

Website, for research and development to achieve and maintain a high service level and for customer information (to customize the content you see, to fulfill your request for certain products and services and to contact you about specials and new products and services).

### **Information sharing and disclosure**

NATURAL BORN SKIER will not sell or rent your personal identifying information without your consent. NATURAL BORN SKIER may send personal identifying information about you to third parties when:

- NATURAL BORN SKIER has your consent to share the information;
- NATURAL BORN SKIER needs to share your information to provide the product or service you have requested;
- NATURAL BORN SKIER needs to send the information to third parties who work on behalf of NATURAL BORN SKIER to provide a product or service to you (unless otherwise stated so, these third parties do not have any rights to use the personal identifying information NATURAL BORN SKIER provides to them beyond what is necessary to provide a product or service to you);
- NATURAL BORN SKIER responds to courts or authorities;
- NATURAL BORN SKIER finds that your actions on the Website violate NATURAL BORN SKIER Website Terms and Conditions of Use or any other NATURAL BORN SKIER's guidelines or rules applicable for specific services;
- NATURAL BORN SKIER finds that it is necessary, as determined in NATURAL BORN SKIER's sole discretion, to investigate, prevent or take action regarding illegal activities, suspected fraud, emergency situations involving potential threats to the physical safety of any persons, violations to NATURAL BORN SKIER's terms of use or as otherwise required by law.

### **Cookies**

NATURAL BORN SKIER may set and access NATURAL BORN SKIER's cookies on your computer. A cookie is a small amount of data, which often includes an anonymous unique identifier that is sent to your browser from a website's computer and stored on your computer's hard drive. NATURAL BORN SKIER uses its own cookies for number of purposes, mainly to:

- access your information when you "sign in", so that we can provide you with customized content;
- keep track of preferences you specify while you are using NATURAL BORN SKIER services;
- estimate and report our total audience size and traffic;
- conduct research and development to improve the Website contents and services and achieve and maintain a high service level.

NATURAL BORN SKIER may allow third parties that are presenting promotions or researching users response to advertisement on some of our pages to set and access their own cookies on your computer. Third parties' use of their cookies is subject to their own privacy policies and not this one.

### **Children's privacy**

NATURAL BORN SKIER does not knowingly collect personal data from children. NATURAL BORN SKIER does not take specific steps to protect the privacy of children who disclose their personal identifying information to NATURAL BORN SKIER. Access to your personal identifying information NATURAL BORN SKIER gives you the ability to access your personal identifying information by sending us an email including in the title of the email the reference to personal identifying information at [contact@bornskier.com](mailto:contact@bornskier.com) . NATURAL BORN SKIER allows you to challenge the data that it holds about you and you may have such data rectified, amended or completed.

### **Security**

If you communicate with NATURAL BORN SKIER by email, you should note that the secrecy of Internet email is uncertain. By sending sensitive or confidential email messages or information, which are not encrypted, you accept the risk of such uncertainty and possible lack of confidentiality over the Internet. In certain areas, NATURAL BORN SKIER uses industry standard SSL encryption to protect data transmissions. Generally, NATURAL BORN SKIER takes precautions to safeguard your personal information against loss, theft, and misuse, as well as against unauthorized access, disclosure, alteration, and destruction.

### **Changes in this Privacy Policy**

This policy may be amended from time to time. If we amend the Privacy Policy in any way we will place an updated version on this page of the Website. Regularly reviewing this page ensures that you are always aware of what information we collect, how we use it and under what circumstances, if any, we will share it with other parties. If we make any substantial changes in the way we use your personal information we will notify you by posting an announcement on the Website.

Updating your information You may review, correct, update or change your personal information at any time by accessing your account on [bornskier.com](http://bornskier.com)

### **Privacy compliance**

NATURAL BORN SKIER is subject to Swiss data protection laws when collecting and processing personal identifying information.

### **Questions or suggestions**

If you have any questions or suggestions regarding this Privacy Policy, please send an email to [contact@bornskier.com](mailto:contact@bornskier.com)