

# YETI - Snow Management System

## Terms of Service

By using the Yeti Snow Management System (“Service”), you are agreeing to be bound by the following terms and conditions (“Terms of Service”).

Nxgen Networks Inc., the (“Company”) reserves the right to update and change these Terms of Service without notice.

Violation of any of the terms below may result in the termination of your account.

### Account Terms

1. You are responsible for maintaining the security of your account and password. The Company cannot and will not be liable for any loss or damage from your failure to comply with this security obligation.
2. You are responsible for all activity that occurs under your account (even when content is generated by others who have their own logins under your account).
3. You may not use the Service for any illegal purpose or to violate any laws in your jurisdiction (including but not limited to copyright laws).

4. You must provide your legal full name, a valid email address, and any other information requested in order to complete the signup process.
5. Your login may only be used by one person – a single login shared by multiple people is not permitted. You may create separate logins for as many people as you'd like.
6. You must be a human. Accounts registered by “bots” or other automated methods are not permitted.

### **Payment, Refunds, Upgrading and Downgrading Terms**

1. The Service is offered with a free trial for 30 days. If you need more than 30 days, you will only be able to continue using the Service by paying in advance for additional usage. If you fail to pay for additional usage, your account will be frozen and inaccessible until payment is made.
2. Any upgrade or downgrade in plan level, will result in the new rate being charged at the next billing cycle. There will be no prorating for downgrades in between billing cycles.
3. Downgrading your Service may cause the loss of features or capacity of your account. The Company does not accept any liability for such loss.
4. All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only Canadian (federal) taxes.

Where, The Company will collect those taxes on behalf of taxing authority and remit those taxes to taxing authorities.

5. Refunds are processed according to our refund policy.

## **Refund Policy**

We believe that it's our responsibility to be fair to everyone we encounter. That means that we need to be fair about refunding customers when they are not happy with us. So our refund policy is simple: If you're ever unhappy with Yeti SMS, for any reason, just contact our support team and we'll take care of you.

### **Examples of full refunds we'd grant.**

- Either party may terminate this subscription at any time upon thirty (30) days prior written notice to the other Party.
- If you were charged for your next month of Yeti SMS, but you wish to cancel, we will refund that charge if notified within 7 business days of that month's charge.
- If subscription is cancelled within the 30 day trial period, no penalty or cancellation fee in effect.

### **Examples of partial refunds or credits we'd grant.**

- If we had extended downtime (multiple hours in a day, or multiple days in a month) or you emailed customer service and it took multiple days to get back to you, we'd issue a partial credit to your account.
- You can downgrade your subscription plan at any time. If there is a more than one day until your renewal date, we will pro-rate the remaining balance on your account and apply any applicable credit to your revised subscription plan.

### **Get in touch**

If you are not happy we want to hear from you and do our best to assist you. We are happy to discuss your specific issues and work out a solution. Send us a note [support@yetisnow.com](mailto:support@yetisnow.com) tell us your story, and we'll work with you to make sure you're happy.

### **Cancellation and Termination**

1. You are solely responsible for properly canceling your account. An email or phone request to cancel your account is not considered cancellation. You can cancel your account at any time by clicking on the Account link in the global navigation bar at the top of the screen. The Account screen provides a simple no-questions-asked cancellation link.
2. All of your content will be inaccessible from the Service immediately upon cancellation. Within 30 days, all content will be permanently

deleted from backups and logs. This information can not be recovered once it has been permanently deleted.

3. If you cancel the Service before the end of your current paid up month, your cancellation will take effect immediately, and you will not be charged again. But there will not be any prorating of unused time in the last billing cycle.
4. The Company, in its sole discretion, has the right to suspend or terminate your account and refuse any and all current or future use of the Service for any reason at any time. Such termination of the Service will result in the deactivation or deletion of your Account or your access to your Account, and the forfeiture and relinquishment of all content in your account. The Company reserves the right to refuse service to anyone for any reason at any time.

### **Modifications to the Service and Prices**

1. The Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, any part of the Service with or without notice.
2. Prices of all Services are subject to change upon 30 days notice from us. Such notice may be provided at any time by posting the changes to the Yeti Snow website or the Service itself.

3. The Company shall not be liable to you or to any third party for any modification, price change, suspension or discontinuance of the Service.

## **Copyright and Content Ownership**

1. All content posted on the Service must comply with U.S. copyright law.
2. We claim no intellectual property rights over the material you provide to the Service. All materials uploaded remain yours.
3. The Company does not pre-screen content, but reserves the right (but not the obligation) in their sole discretion to refuse or remove any content that is available via the Service.
4. The look and feel of the Service is copyright© Nxgen Networks Inc. All rights reserved. You may not duplicate, copy, or reuse any portion of the HTML, CSS, JavaScript, or visual design elements without express written permission from the Company.

## **Privacy Policy**

*Last updated: November 15, 2018*

The privacy of your data is a big deal to us. For starters, we promise we'll only ever access your account to help you with a problem or work on a

software issue. We'll never open any uploaded files, view location data of your crews, or access any of your data unless you ask us to.

## **Identity & access**

When you sign up for Yeti Snow Management System, we ask for your name, company name, and email address. That's just so you can use your new account, and we can send you invoices, updates, or other essential information. We'll never sell your personal info to third parties, and we won't use your name or company in marketing statements without your permission, either.

When you write Yeti SMS with a question or to ask for help, we'll keep that correspondence, and the email address, for future reference. When you browse our marketing pages, we'll track that for statistical purposes (like conversion rates and to test new designs). We also store any information you volunteer, like surveys, for as long as it makes sense.

The only times we'll ever share your info:

- To provide products or services you've requested, with your permission.
- To investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the physical

safety of any person, violations of our Terms and Conditions, or as otherwise required by law.

- If Yeti SMS is acquired by or merged with another company — we don't plan on that, but if it happens — we'll notify you well before any info about you is transferred and becomes subject to a different privacy policy.

## **Your Rights With Respect to Your Information**

You may have heard about the General Data Protection Regulation (“GDPR”) in Europe. GDPR gives people under its protection certain rights with respect to their personal information collected by us on the Site. Accordingly, Yeti SMS recognizes and will comply with GDPR and those rights, except as limited by applicable law. The rights under GDPR include:

- **Right of Access.** This includes your right to access the personal information we gather about you, and your right to obtain information about the sharing, storage, security and processing of that information.
- **Right to Correction.** This is your right to request correction of your personal information.
- **Right to Erasure.** This is your right to request, subject to certain limitations under applicable law, that your personal information be erased from our possession (also known as the “Right to be forgotten”). However, if applicable law requires us to comply with your



request to delete your information, fulfillment of your request may prevent you from using Yeti SMS services and may result in closing your account.

- **Right to Complain.** You have the right to make a complaint regarding our handling of your personal information with the appropriate supervisory authority.
- **Right to Restrict Processing.** This is your right to request restriction of how and why your personal information is used or processed.
- **Right to Object.** This is your right, in certain situations, to object to how or why your personal information is processed.
- **Right to Portability.** This is your right to receive the personal information we have about you and the right to transmit it to another party.
- **Right to not be subject to Automated Decision-Making.** This is your right to object and prevent any decision that could have a legal, or similarly significant, effect on you from being made solely based on automated processes. This right is limited, however, if the decision is necessary for performance of any contract between you and us, is allowed by applicable European law, or is based on your explicit consent.

Many of these rights can be exercised by signing in and directly updating your account information. If you have questions about exercising these rights or need assistance, please contact us at [support@yetisnow.com](mailto:support@yetisnow.com).

## **Law enforcement**

Yeti SMS won't hand your data over to law enforcement unless a court order says we have to. And unless we're legally prevented from it, we'll always inform you when such requests are made.

## **Security & Encryption**

All data is encrypted via SSL/TLS when transmitted from our servers to your browser. The database backups are also encrypted. Data isn't encrypted while it's live in our database (since it needs to be ready to send to you when you need it), but we go to great lengths to secure your data at rest.

## **Deleted data**

When you cancel your account, we'll need to know what you would like us to do with your data. Unless you specifically request in writing that we continue to store your data, we will ensure that nothing is stored on our servers past 30 days. Anything you delete on your account while it's active will also be purged within 30 days.

## **Location of Site and Data**

This Site is operated in the United States. If you are located in the European Union or elsewhere outside of the United States, please be aware that any information you provide to us will be transferred to the United States. By using our Site, participating in any of our services and/or providing us with your information, you consent to this transfer.

## **Changes & questions**

Yeti SMS may update this policy from time to time. In the event that we make significant changes to it, we'll notify you by emailing the account owner or by placing a prominent notice on our site. You can access, change or delete your personal information at any time by contacting our support team at [support@yetisnow.com](mailto:support@yetisnow.com)

Questions about this privacy policy? Please get in touch [support@yetisnow.com](mailto:support@yetisnow.com) and we'll be happy to answer them!

## **General Conditions**

1. Your use of the Service is at your sole risk. The service is provided on an "as is" and "as available" basis.
2. Technical support is only provided via phone and email from 8AM to 5PM Pacific Time during regular business hours.

3. You understand that the Company uses third party vendors and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Service.
4. You must not modify, adapt or hack the Service.
5. You must not modify another website so as to falsely imply that it is associated with the Service or the Company.
6. You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by the Company.
7. We may, but have no obligation to, remove content and accounts that we determine in our sole discretion are unlawful or violates any party's intellectual property or these Terms of Service.
8. Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Service customer, Company employee or officer will result in immediate account termination.
9. You understand that the technical processing and transmission of the Service, including your content, may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
10. We reserve the right to temporarily disable your account if your usage significantly exceeds the average usage of other Service

customers. Of course, we'll reach out to the account owner before taking any action except in rare cases where the level of use may negatively impact the performance of the Service for other customers.

11. The Company does not warrant that (i) the service will meet your specific requirements, (ii) the service will be uninterrupted, timely, secure, or error-free, (iii) the results that may be obtained from the use of the service will be accurate or reliable, (iv) the quality of any products, services, information, or other material purchased or obtained by you through the service will meet your expectations, and (v) any errors in the Service will be corrected.
12. You expressly understand and agree that the Company shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if the Company has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the service; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; (iii) unauthorized access to or alteration of your transmissions or data; (iv) statements or conduct of any third party on the service; (v) or any other matter relating to the Service.
13. The failure of the Company to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such

right or provision. The Terms of Service constitutes the entire agreement between you and the Company and govern your use of the Service, superseding any prior agreements between you and the Company (including, but not limited to, any prior versions of the Terms of Service).

14. Questions about the Terms of Service should be sent to [support@yetisnow.com](mailto:support@yetisnow.com).

Any new features that augment or enhance the current Service, including the release of new tools and resources, shall be subject to the Terms of Service. Continued use of the Service after any such changes shall constitute your consent to such changes.