

SuperTopo Terms of Service

Welcome! By using the SuperTopo.com website, you agree to be bound by the following terms and conditions (the "Terms of Service").

1. WARNING!

Climbing is an inherently dangerous sport in which severe injuries or death may occur. Relying on the information from SuperTopo guidebooks, the SuperTopo.com on-line service, or content of any form from SuperTopo may increase the danger. We do not guarantee the accuracy, integrity or quality of such content or information in SuperTopo climbing guidebooks, the SuperTopo.com on-line service, or any other form of content from SuperTopo.

2. Description of Service

SuperTopo is an interactive on-line service (the "Service") consisting of information services and content provided by SuperTopo and other third parties. You will be responsible for all activities occurring under your username and for keeping your password secure. You understand and agree that the Service is provided to you on an AS IS and AS AVAILABLE basis. SuperTopo disclaims all responsibility and liability for the availability, timeliness, security or reliability of the Service. SuperTopo also reserves the right to modify, suspend or discontinue the Service with or without notice at any time and without any liability to you.

You must be at least thirteen (13) years of age to use the Service. SuperTopo reserves the right to refuse service to anyone at any time without notice for any reason.

3. SuperTopo Content Policy

All data, descriptions, photographs, text, captions, posts or other materials ("Content"), posted on SuperTopo are the sole responsibility of the person who uploaded such content. This means that you are responsible for all Content that you upload, post, email, transmit or otherwise make available via SuperTopo. Although we maintain the right to review, edit and remove Content from SuperTopo in our sole discretion, we do not control the Content that is uploaded onto SuperTopo and, as such, we do not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will SuperTopo be liable in any way for any Content, including, but not limited to, the subject matter of any Content, any errors or omissions in any Content, or for any loss, injury, or

damage of any kind incurred as a result of the use of any Content available via SuperTopo.

4. Proper Use

You agree that you are responsible for your own use of the Service, for any posts you make, and for any consequences thereof. You agree that you will use the Service in compliance with all applicable local, state, national, and international laws, rules and regulations.

You agree to abide by the SuperTopo Content Policy and the rules and restrictions therein. Although we may attempt to notify you when major changes are made to the SuperTopo Content Policy, you should periodically review the most up-to-date version. SuperTopo may, in its sole discretion, modify or revise the SuperTopo Content Policy at any time, and you agree to be bound by such modifications or revisions.

Violation of any of the foregoing, including the SuperTopo Content Policy may result in immediate termination of this Agreement, and may subject you to state and federal penalties and other legal consequences. SuperTopo reserves the right, but shall have no obligation, to investigate your use of the Service in order to (a) determine whether a violation of the Agreement has occurred or (b) comply with any applicable law, regulation, legal process or governmental request.

Much of the content of SuperTopo.com -- including the contents of specific postings -- is provided by and is the responsibility of the person or people who made such postings. SuperTopo does not monitor the content of SuperTopo.com, and takes no responsibility for such content. Instead, SuperTopo merely provides access to such content as a service to you.

By their very nature, SuperTopo.com may carry offensive, harmful, inaccurate or otherwise inappropriate material, or in some cases, postings that have been mislabeled or are otherwise deceptive. We expect that you will use caution and common sense and exercise proper judgment when using SuperTopo.com. SuperTopo does not endorse, support, represent or guarantee the truthfulness, accuracy, or reliability of any communications posted via the Service or endorse any opinions expressed via the Service. You acknowledge that any reliance on material posted via the Service will be at your own risk.

5. General Practices Regarding Use and Storage

You agree that SuperTopo has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service. SuperTopo retains the right to create limits on use and storage at our sole discretion at any time with or without notice.

6. Content of the Service

SuperTopo takes no responsibility for third-party content, nor does SuperTopo have any obligation to monitor such third-party content. SuperTopo reserves the right at all times to remove or refuse to distribute any content on the Service, such as content which violates the terms of this Agreement. SuperTopo also reserves the right to access, read, preserve, and disclose any information as it reasonably believes is necessary to (a) satisfy any applicable law, regulation, legal process or governmental request, (b) enforce this Agreement, including investigation of potential violations hereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) respond to user support requests, or (e) protect the rights, property or safety of SuperTopo, its users and the public. SuperTopo will not be responsible or liable for the exercise or non-exercise of its rights under this Agreement.

7. Intellectual Property Rights

SuperTopo's Intellectual Property Rights

You acknowledge that SuperTopo owns all right, title and interest in and to the Service, including all intellectual property rights (the "SuperTopo Rights"). SuperTopo Rights are protected by U.S. and international intellectual property laws. Accordingly, you agree that you will not copy, reproduce, alter, modify, or create derivative works from the Service. You also agree that you will not use any robot, spider, other automated device, or manual process to monitor or copy any content from the Service. As described immediately below, SuperTopo Rights do not include third-party content used as part of the Service, including the content of communications appearing on the Service.

Your Intellectual Property Rights

SuperTopo claims no ownership or control over any Content submitted, posted or displayed by you on or through SuperTopo services. You or a third party licensor, as appropriate, retain all patent, trademark and copyright to any Content you submit, post or display on or through SuperTopo services and you are responsible for protecting those rights, as appropriate. By submitting, posting or displaying Content on or through SuperTopo services which are intended to be available to the members of the public, you grant SuperTopo a worldwide, non-exclusive, royalty-free license to reproduce, publish and distribute such

Content on the Service for the purpose of displaying and distributing SuperTopo services. SuperTopo furthermore reserves the right to refuse to accept, post, display or transmit any Content in its sole discretion.

You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content submitted. For avoidance of doubt, SuperTopo is not a party to any such public license between you and any third party. Also, for avoidance of doubt, SuperTopo may choose to exercise the rights granted under (a) the public license or licenses, if any, you apply to your materials or (b) this Agreement.

8. CLIMBING IS DANGEROUS!

Climbing is an inherently dangerous sport in which severe injuries or death may occur. Relying on the information from the Service may increase the danger.

When climbing you can only rely on your skill, training, experience and conditioning. **DO NOT RELY ON INFORMATION FROM THE SERVICE.** If you have any doubts as to your ability to safely climb any route, area, or boulder referenced on the Service, do not try it.

The Service is neither a professional climbing instructor nor a substitute for one. The Service is not an instructional guide. Do not use the Service as one. The Service contains information that is nothing more than a compilation of opinions about climbing, climbing routes, climbing related topics, and other topics. Those opinions are neither facts nor promises. We do not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will SuperTopo be liable in any way for any Content, including, but not limited to, the subject matter of any Content, any errors or omissions in any Content, or for any loss, injury, or damage of any kind incurred as a result of the use of any Content available via SuperTopo. Treat the information on the Service as hearsay opinions and nothing more. Do not substitute these opinions for your own common sense and experience.

9. Assumption of Risk

There may be errors in the Service resulting from the mistakes of the users of the Service, the owners of the Service, and/or the sources of information. The information in the Service has gathered from a variety of sources, and has not been independently verified. Those who provided the information may have made intentional or unintentional mistakes in their descriptions. Those who provided the information may have made mistakes in their conveyance of the information. There is no reason to believe, or guarantee of, the correctness of any

of the information contained in the Service. No independent publisher or person has checked the contents of the Service for accuracy. The topographical maps, photos, route information, the photo-diagrams, the difficulty ratings, the protection ratings, GPS coordinates, maps, the approach and/or descending information, the suggestions about equipment and other matters may be incorrect or misleading. Fixed protection may not be where indicated, may be absent, or may be unreliable. You must keep in mind that the information in the Service may be erroneous and use your own judgment when choosing, approaching, climbing or descending from a route described in the Service.

DO NOT USE THE SERVICE UNLESS YOU ASSUME THE RISK OF ITS ERRORS OF OPINION AND OF REPORTAGE AND OF JUDGMENT AND OF ITS OTHER DEFECTS.

10. Disclaimer of Warranties

THE PUBLISHER WARNS THAT THE SERVICE CONTAINS ONLY UNVERIFIED OPINIONS ON THE SUBJECTS DISCUSSED. THE PUBLISHER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR PURPOSE, OR OTHERWISE.

The section regarding limitation of liability, shall survive expiration or termination.