



## Terms of Use

This version in effect since September 13, 2010

### 1. **Acceptance**

The Hideout Ltd. (the "The Hideout") provides this website (the "Website") subject to your compliance with the Terms of Use below as well as the Privacy Policy. By accessing and using this Website you agree to be bound by the terms and conditions contained in these documents. If you do not agree to be bound by these terms and conditions, please do not access or use the features of this Website.

### 2. **Modifications to the Terms of Use**

We reserve the right to change these Terms of Use at any time. We will do so by posting revised Terms of Use on this Website. The date of the version of these Terms of Use is stated at the top of the page. Please review the Terms of Use periodically. Your continued use of this Website following the posting of changes to these Terms of Use will mean you accept those changes. We recommend that you print a copy of these Terms of Use for your records.

### 3. **Copyright and Restrictions on Use**

The materials on this Website as well as its photographs, images, layout, organization and design are copyrighted and are protected by worldwide copyright laws and treaty provisions. Material from this Website ("Materials") may not be copied, distributed, republished, uploaded, posted or transmitted in any way, without the prior written consent of The Hideout (except you may display on your computer, download and print the contents of this Website for your personal or educational, non-commercial internal use provided that you attribute ownership of such content to The Hideout). Modification or use of Materials for any other purpose violates copyright, trademark and other laws. Except as otherwise described, all Materials on this Website are made available only to provide information. Neither title nor intellectual property rights are transferred to you by your use or download of Materials from this Website and shall remain with The Hideout who own full and complete title to all Materials on this Website. The Hideout controls this Website from its headquarters in Red Deer, Canada and makes no representation that these Materials are appropriate or available for use in other locations. If you use this Website from other locations, you are responsible for compliance with applicable local laws.

### 4. **No Unlawful or Prohibited Use**

As a condition of your use of this Website, you agree that you will not use this Website for any purpose that is unlawful or prohibited by these Terms of Use.

### 5. **Submissions**

All remarks, suggestions, ideas, graphics, data, questions or other information communicated to The Hideout through this Website or through email (together, a "Submission") shall be owned by The Hideout. The Hideout will not treat any Submission as confidential or proprietary, will not be liable for the use of any ideas for its business (including without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future The Hideout operations. Without limitation, The Hideout will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. The Hideout will be entitled to use the Submission for any commercial or other

purpose whatsoever, without compensation to you or any other person. You acknowledge that you are responsible for whatever material you submit, and you, not The Hideout, have full responsibility for the message, including its legality, reliability, appropriateness, originality and copyright.

6. **Online Purchases**

In consideration of your purchase of any items from our Website, such as Gift Cards, you agree to provide true, accurate, current and complete information about yourself as prompted (such information being the "Registration Data"). You may, but are not required to, select a user identification name and password. While you may create an account, our server will retain only the information you input in the account form; prior purchases are not tracked. You shall be solely responsible for maintaining the confidentiality of your password and account, and are fully responsible for all activities that occur under your password and account. You agree to (i) immediately notify The Hideout of any known or suspected unauthorized use(s) of your password or account, or any known or suspected breach of security, including loss, theft or unauthorized disclosure of your password or credit card information; and (ii) exit from your account at the end of every purchase. You are solely responsible for all usage or activity on your The Hideout account, including but not limited to use by any third party authorized by you to use your identification name and password. Any fraudulent, abusive or otherwise illegal activity will be grounds for termination of your purchasing privileges. The Hideout will not be liable for any loss or damage arising from your failure to comply with this paragraph or with the rest of these Terms of Use. Access and use of password protected and/or secure areas of the Website is restricted to authorized users only. Unauthorized individuals attempting to access these areas may be subject to prosecution.

**Disclaimer**

You acknowledge and agree that the performance of this Website and all content or services accessed from or available thereon are provided to you on an "as is" basis, without representations, warranties or conditions of any kind (to the fullest extent permissible under applicable law), including any implied warranties or conditions, or warranties or conditions of merchantability, accuracy, validity, reliability, fitness for a particular purpose or non-infringement of the rights of third parties. We make no representation or warranty to you, whether expressed or implied, that our Website and any content or services accessed from or available thereon will be uninterrupted, error free or corrected in the event of discovery of any errors, free of viruses or other harmful components, nor for any breach of security or any damage to your computer system or loss of data that may result from accessing, downloading, or using any materials from our Website.

7. **Security**

You may choose to enter into credit card transactions through our Website. The Hideout uses Paypal, a third-party service provider, to process credit card transactions. Paypal uses a secure server running secure socket layer (SSL) technology and supporting 128-Bit encryption. Refer to our Privacy Policy for further details on how your personal information is used and protected.

8. **Limitation on Liability**

By visiting this Website, you agree that to the maximum extent permitted by law, in no event shall The Hideout or its shareholders, directors, officers, employees or agents be liable for any damages based on claims arising out of or in any way connected with the use of this Website, whether such damages are direct, indirect, punitive, incidental, special or consequential, and even if The Hideout has been advised of the possibility of such damages or ought to have known of the possibility of such damages.

9. **Other Sites**

For your convenience, this Website may contain links to other websites which are not operated or controlled by The Hideout ("Other Sites") that may be of interest to you. The Hideout assumes no responsibility for the Other Sites, including the Fund's website (see section 9 below), their business, goods, services or content (including content obtained through links on the Other Sites) and your use of the Other Sites is at your own risk. The Hideout reserves the right to terminate any link or linking program at any time. The inclusion of any

link to the Other Sites does not constitute or imply an endorsement, authorization, sponsorship or affiliation by The Hideout of the Other Sites, or any products or services provided by such Other Sites.

**10. Privacy Policy**

The Hideout collects, uses and discloses your personal information in accordance with its Privacy Policy which forms part of these Terms of Use. Please carefully review the policy.

**11. Copyright and Trade-mark Notices**

Nothing contained herein shall be construed as conferring, by estoppel, implication or otherwise, any license or right in respect of any trade-mark or other intellectual property right of The Hideout, or any other party. The Hideout name and logos displayed throughout this Website and all related products and service names are the trade-names, trade-marks, service marks or registered trade-marks of and are licensed by The Hideout. Any reproduction of any of these marks, names or logos without the express written consent is strictly prohibited. All other trade-marks are the property of their respective trade-mark owners.

**12. Termination of Right of Use**

If you breach any of these Terms of Use, you may no longer use this Website. The Hideout may, in its sole discretion, cancel or terminate your right to use this Website, or any part of this Website, at any time without notice. In the event of termination, you are no longer authorized to access this Website or the part of this Website affected by such cancellation or termination. In such event, the restrictions which these Terms of Use impose on you with respect to this Website shall still apply. The Hideout is not liable to any party for such damages arising from such a termination.

**13. Entire Agreement**

These Terms of Use, including the terms of the Privacy Policy, constitute the entire agreement (this "Agreement") between you and The Hideout relating to your access and use of this Website. The Hideout's failure to insist upon strict performance of any provision of this Agreement does not mean that The Hideout is waiving any of its rights under this Agreement. If a court determines that any of the provisions contained in this Agreement are void, invalid or unenforceable, such determination will not affect the validity and enforceability of the rest of this Agreement.

**14. Governing Law and Jurisdiction**

This Agreement is governed by and is to be interpreted in accordance with the laws of the Province of Alberta and the laws of Canada applicable in Alberta.

**If you have any questions about these Terms of Use or our Privacy Policy, please contact us by sending an email message to [webmaster@the-hideout.com](mailto:webmaster@the-hideout.com)**