

CONTIFLUIDSOLUTIONS.COM TERMS OF USE

These Terms of Use are entered into by and between You and ContiTech USA, Inc. and its affiliates and subsidiaries (collectively, “ContiTech”, “We”, “Us”, or “Our”). The following terms and conditions govern your access to and use of www.contifluidsolutions.com, including any content, functionality, and services offered on or through www.contifluidsolutions.com and its associated webpages (“Website”). We have established the following terms and conditions (these “Terms”) with which you must comply when you access or use the Website. All references to “You” or “Your” refer to you and the entity on behalf of which you use the Website.

Please review these Terms of Use carefully. **BY SETTING UP A USER ACCOUNT, ACCESSING AND USING THE WEBSITE AND/OR CLICKING THE “ACCEPT” BUTTON YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND OUR PRIVACY POLICY.** IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THESE TERMS, DO NOT USE, ACCESS, OR SUBMIT CONTENT TO THE WEBSITE.

1. WEBSITE OVERVIEW

Welcome to ContiFluidSolutions.com. This website has been developed to provide user/users with access to an array of digital solutions, applications and tools that have been created by ContiTech. This e-resource platform is exclusive to ContiTech customers.

2. OWNERSHIP

The Website and all logos, trademarks, buttons icons, images, pictures, graphics, content used in connection with the Website (collectively referred to as “Our Content”) are protected by intellectual property laws, and are exclusively owned and/or controlled by us. None of the information on the Websites is to be interpreted as granting licenses or permission to use Our Content except as strictly necessary to access the Website. Except as described in these Terms, any use of Our Content requires Our express written consent.

ContiTech hereby grants you a limited, non-exclusive, revocable, non-transferable license to view and use the Website and Our Content in accordance with the terms of these Terms. You may view, print, or save copies of Our Content as required to maintain the products that you purchase from ContiTech and for backup or disaster recovery purposes. You agree to retain all proprietary notices on any copy you make of Our Content. This license does not give you any ownership or intellectual property interest in any Our Content.

Other than as required to facilitate your permissible use, you may not reproduce, perform, publicly display, create derivative works of, republish, upload, post, retransmit or redistribute in any way whatsoever any Our Content. Any reproduction, publication, distribution, assignment, sublicense, sale, or other uses of Our Content for commercial purposes without written permission from ContiTech is strictly prohibited.

All rights not expressly granted to you under these Terms are reserved by ContiTech. ANY UNAUTHORIZED USE, MODIFICATION, REPUBLISHING, TRANSMITTING, DISTRIBUTING OR DUPLICATING OR ANY OTHER MISUSE OF OUR CONTENT IS PROHIBITED.

3. PERSONAL INFORMATION

In order to register and use the Website, You may be required to submit information such as your name, physical address, e-mail address, or telephone number (“Personal Information”). Your Personal Information will be handled in accordance with Our Privacy Policy <https://contifluidsolutions.com/wp-content/uploads/policy.pdf>

4. YOUR ACCOUNT AND YOUR CONTENT

You must create an account in order to use the Website and view relevant information. You must provide certain Personal Information to register for an account and you must create a unique username and password that enables you to access your account. You agree not to disclose your account details, including your username and password, to anyone else and

that you will be solely responsible for any activities or actions taken under your account, whether or not authorized by you. Please notify ContiTech immediately of any unauthorized use of your account.

ContiTech is not liable for any loss or damage from your failure to comply with these requirements. You agree that the information you provide ContiTech will be true, accurate, current and complete. By creating an account, you consent to the use of electronic means to review and accept these Terms and to provide you with any notices given pursuant to these Terms.

In accordance with these Terms, you grant ContiTech a worldwide, limited, non-exclusive, revocable right to use any information or content that you post, upload, or otherwise submit to the Website ("Your Content") with respect to Our provision of the Website and associated services.

5. PROHIBITED ACTS

The following is a non-exhaustive list of activities that are prohibited in connection with the Website:

- engaging criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, gambling, harassment, stalking, spamming, sending of viruses or other harmful files, trademark infringement, copyright infringement, patent infringement, or trade secret theft;
- attempting or establishing any automated use of the Website, such as using scripts to add subscribers or send comments or messages;
- interfering with, disrupting, or creating an undue burden on the Website;
- attempting to impersonate another person or entity;
- using any information obtained from the Website to harass, abuse, or harm another person;
- accepting payment or anything of value from a third person in exchange for your performing any commercial activity on the Website on behalf of that person;
- using the Website in a manner inconsistent with applicable laws and regulations; or
- engaging in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by Us, may harm ContiTech or other users of the Website or expose them to liability.

ContiTech reserves the right to investigate and take appropriate legal action against anyone who, in ContiTech's sole discretion, violates this section, including without limitation, reporting such violations to law enforcement authorities.

6. TERMINATION

ContiTech may, in its sole discretion, terminate these Terms by discontinuing operation of the Website. ContiTech reserves the right to terminate your account and prevent you from accessing the Website at any time and for any reason, including but not limited to your violation of these Terms or the law. The violation of any of the terms and conditions set forth in these Terms may result in the immediate termination of your right and license to use the Website and Our Content, and obligates you to immediately destroy any copies of Our Content in your possession.

7. COMMUNICATIONS.

By agreeing to these Terms of Service, You consent to receive communications sent from or on Our behalf regarding the Website, Our Content, and/or Your rights and obligations under these Terms.

8. CHANGES TO THE WEBSITE

We may update the content on this Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and We are under no obligation to update such material.

9. THIRD PARTY WEBSITES

The Website may contain links to third party websites. ContiTech is not responsible for the content, accuracy or opinions expressed on such websites, and such websites are in no way investigated, monitored or checked for accuracy or completeness by ContiTech. Inclusion of any linked third party website on the Website does not imply approval or endorsement by ContiTech. When you access these third party websites, you do so at your own risk and become subject to the terms of use and privacy policies of those third party websites.

10. COMPLIANCE WITH LAWS

You agree to comply with all applicable local, state, national and international laws, rules and regulations, including without limitation, laws governing online conduct and the unlawful export of software or technical data to restricted individuals or countries.

11. ADDITIONAL TERMS AND MODIFICATIONS TO TERMS OF USE

Occasionally, ContiTech may notify you of additional terms and conditions that you are required to accept in order to receive certain services offered on or through the Website (the "Additional Terms"), which will be posted in specific areas and require reading and acceptance. The Additional Terms are incorporated herein by reference and made a part of these Terms.

From time to time, ContiTech may modify, suspend or discontinue any feature associated with the Website. ContiTech shall not be liable to You for any modification, suspension or discontinuance (in part or wholly) of the Website and/or features associated with the availability or use of Website or any Our Content. ContiTech may establish additional policies and practices concerning use of the Website. Accordingly, ContiTech reserve the right to change these Terms of Service (in part or wholly) at any time, with or without prior notice. We will notify You of any such changes by posting updated Terms of Service at <http://contifluidsolutions.com/> and/or by notifying You via the email address linked to Your Account.

12. DISCLAIMER OF WARRANTIES

THE WEBSITE AND OUR CONTENT ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. CONTITECH, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE.

Although ContiTech strives for accuracy in all elements of the Website and Our Content, the Website or Our Content may contain inaccurate or out-of-date information or typographical or spelling errors. ContiTech does not make any representations or warranties regarding: (i) the truth, accuracy, completeness, timeliness, legality, or reliability of any of Our Content; (ii) any opinion, information, advice or statement expressed by ContiTech on the Website; or (iii) any results to be obtained from using the Website or relying on Our Content.

ContiTech does not warrant that: (i) the quality of any products, services, information, or other material that you obtain from the Website will meet your expectations; (ii) the Website will operate uninterrupted and error-free; (iii) the Website will be free of viruses, worms or other harmful material; or (iv) the Website will operate in perpetuity.

13. LIMITATION OF LIABILITY

YOU USE THE WEBSITE AND OUR CONTENT AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTITECH SHALL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN ANY WAY ARISING FROM OR RELATING TO YOUR RELIANCE UPON, OR YOUR USE OF OR INABILITY TO USE THE WEBSITE, OUR CONTENT OR YOUR CONTENT, WHETHER SUCH CLAIMS

ARE BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CONTITECH IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CONTITECH OR ITS PARENT, SUBSIDIARIES, OFFICERS, DIRECTORS, AFFILIATES, EMPLOYEES, OR AGENTS BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, RESULTING FROM YOUR USE OF THE WEBSITE OR OUR CONTENT OR FROM ANY USER CONTENT SUBMITTED TO THE WEBSITE. CONTITECH SHALL NOT BE RESPONSIBLE FOR ANY COSTS OR EXPENSES, INCLUDING, WITHOUT LIMITATION, THE SERVICING OR REPLACING OF EQUIPMENT, RESULTING FROM YOUR USE OF THE WEBSITE.

CONTITECH ASSUMES NO RESPONSIBILITY OR LIABILITY FOR ANY LOST DATA, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF, ANY USER COMMUNICATION. CONTITECH IS NOT RESPONSIBLE OR LIABLE FOR ANY PROBLEMS OR TECHNICAL MALFUNCTION OF ANY TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, MOBILE DEVICES, SOFTWARE, OR FAILURE OF EMAIL DUE TO TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET, INCLUDING INJURY OR DAMAGE TO ANY COMPUTER OR MOBILE DEVICE RELATED TO OR RESULTING FROM USE OF THE WEBSITE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless ContiTech and its parent, subsidiaries, affiliates, officers, directors, employees, and agents from and against any action, claim, demand, damages, costs or expenses (including attorneys' fees and court costs) arising out of: (i) your use of the Website or Our Content; (ii) any conduct by you that violates the terms of these Terms; or (iii) your infringement of the intellectual property rights of third parties.

15. GENERAL PROVISIONS

These Terms is governed by the laws of North Carolina, without regard to its conflict of laws principles. You agree to submit to the jurisdiction of the courts in Mecklenburg County, Charlotte, North Carolina, U.S.A., with respect to any dispute, disagreement, or cause of action related to the Website.

ContiTech's failure to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it or any other provision at a later time.

ContiTech may, at any time, in its sole discretion, and without notice to you, assign some or all of its rights and obligations under these Terms. You may not assign your rights or delegate your duties under these Terms without the prior written consent of ContiTech.

If any provision of these Terms is held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall be deleted and shall not affect any other provision of these Terms.

Except as expressly provided elsewhere on the Website, these Terms and Our Privacy Policy constitute the entire agreement between you and ContiTech with respect to your use of the Website.

16. OWNER NAME AND ADDRESS

The Website are owned and operated by ContiTech USA, Inc., 703 S. Cleveland Massillon Road, Fairlawn, Ohio 44333. All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: contifluidsolutions@continental.com.

Last Updated: January 1, 2021.