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Please review these Terms of Use carefully. **BY SETTING UP A USER ACCOUNT, ACCESSING AND USING THE FORUM 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 THIS AGREEMENT, DO NOT USE, ACCESS, OR SUBMIT CONTENT TO THE WEBSITE.

1. WEBSITE OVERVIEW

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

2. OWNERSHIP

Continental owns all right, title, and interest in and to the Website. Continental owns all information, text, reports, data, databases, graphics, images, sound recordings, audio and visual clips, photographs, programs, applications, software, and other content contained in the Website, as well as the collection, design, selection and arrangement thereof (collectively, the "Continental Material"). The names, marks, and logos appearing on the Website (collectively, the "Trademarks") are owned by or licensed to Continental and are used with permission of the owner. The Trademarks and Continental Material are protected by trademark, copyright, and other intellectual property laws.

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4. 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 <http://contifluidsolutions.com/>.

5. ACCOUNT INFORMATION

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 Continental immediately of any unauthorized use of your account.

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

6. 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 Continental or other users of the Website or expose them to liability.

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

7. TERMINATION

Continental may, in its sole discretion, terminate this Agreement by discontinuing operation of the Website. Continental 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 this Agreement or the law. The violation of any of the terms and conditions set forth in this Agreement may result in the immediate termination of your right and license to use the Website and Continental Material, and obligates you to immediately destroy any copies of the Continental Material in your possession.

8. COMMUNICATIONS.

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

9. 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.

10. THIRD PARTY WEBSITES

The Website may contain links to third party websites. Continental 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 Continental. Inclusion of any linked third party website on the Website does not imply approval or endorsement by Continental. 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.

11. 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.

12. ADDITIONAL TERMS AND MODIFICATIONS TO TERMS OF USE

Occasionally, Continental 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 this Agreement.

From time to time, Continental may modify, suspend or discontinue any feature associated with the Website. Continental 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 Continental Material. Continental may establish additional policies and practices concerning use of the Website. Accordingly, Continental 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.

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14. LIMITATION OF LIABILITY

YOU USE THE WEBSITE AND THE CONTINENTAL MATERIAL AT YOUR OWN RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CONTINENTAL 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 OR THE CONTINENTAL MATERIAL OR ANY USER CONTENT, WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT CONTINENTAL IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL CONTINENTAL 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 CONTINENTAL MATERIAL OR FROM ANY USER CONTENT SUBMITTED TO THE WEBSITE. CONTINENTAL 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.

CONTINENTAL 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. CONTINENTAL 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.

15. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Continental 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 the Continental Material; (ii) any conduct by you that violates the terms of this Agreement; or (iii) your infringement of the intellectual property rights of third parties.

16. GENERAL PROVISIONS

This Agreement 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.

Continental'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.

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

If any provision of this Agreement 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 this Agreement.

Except as expressly provided elsewhere on the Website, this Agreement and our Privacy Policy constitute the entire agreement between you and Continental with respect to your use of the Website.

17. 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@contitech.us.

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