

WEBSITE TERMS OF USE

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BY ACCESSING OR USING ANY PART OF THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS OR IF YOU DO NOT AGREE WITH OUR PRIVACY POLICY, DO NOT USE THIS SITE.

Any use of the Services inconsistent with these Terms is deemed unauthorized access. We reserve the right to make changes to these Terms at any time, without notice to you, by posting changes on this Site. Check back from time to time to ensure you are aware of any updates or changes to these Terms.

INTELLECTUAL PROPERTY

Simatec owns all rights, title and interest in this Site, all text, content, graphics, interfaces, code and materials, the look and feel, selection and arrangement, design and organization of this Site, and the compilation of the content, code, data and materials on this Site, including all intellectual property and proprietary rights. This Site is copyrighted as a collective work under United States and other copyright laws, and is the property of Simatec. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works or in any way exploit any of the content, in whole or in part. No copying, redistribution, retransmission, publication or commercial exploitation of downloaded material without the express permission of Simatec or the copyright owner is permitted. All trademarks, service marks, and trade names on this Site (collectively the “Marks”) are trademarks or registered trademarks of, and are proprietary to, Simatec or other owners that have granted Simatec the right and license to use such Marks. You may not display or reproduce the Marks other than with the prior written consent of Simatec, and you may not remove or otherwise modify any trademark notices from any content.

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RESTRICTIONS ON USE

You may use the Site and Services solely for their intended business purposes and in accordance with these Terms. Your use of the Site is limited to personal, non-commercial use. You may display, download to a single personal device, and print limited portions of the Site solely for your own personal, non-commercial use. Except as expressly permitted in these Terms, you may not copy, reproduce, distribute, transmit, display, perform, publish, license, modify, translate,

adapt, create derivative works from, transfer, sell, or otherwise exploit the Site, Services, or any content, products, or services obtained through them.

You agree not to access or use the Site, Services, or any related systems in any unauthorized, unlawful, or prohibited manner. Without limiting the foregoing, you will not, directly or indirectly:

You agree not to access or use the Site, Services, or any related servers, systems, or platforms in any manner that is unauthorized, unlawful, or inconsistent with these Terms. Without limiting the foregoing, you agree that you will not, directly or indirectly, do any of the following: (i) Use the Site or Services in violation of any applicable law or regulation, or in a manner that could result in civil or criminal liability for Simatec or any third party; (ii) Infringe, misappropriate, or violate any intellectual property, proprietary, confidentiality, privacy, publicity, or other rights of Simatec or any third party; (iii) upload, post, transmit, distribute, or otherwise make available any unlawful, fraudulent, misleading, defamatory, obscene, harassing, threatening, or otherwise objectionable content; (iv) introduce viruses, malware, corrupted data, or other harmful code, or otherwise interfere with, disrupt, damage, overburden, or impair the integrity, security, or performance of the Site, Services, or related systems; (v) Attempt to gain unauthorized access to any accounts, systems, networks, or data, or probe, scan, test, or circumvent any security or authentication measures; (vi) Decompile, reverse engineer, disassemble, attempt to derive source code from, decrypt, frame, mirror, scrape, crawl, deep-link to, or otherwise access or extract data from the Site or Services through automated or non-standard means (including bots, spiders, or scrapers); (vii) Remove, obscure, or alter any copyright, trademark, or other proprietary notices displayed on or in connection with the Site or Services; (viii) Collect, harvest, compile, use, or disclose any user information or personally identifiable information except as expressly permitted by these Terms and applicable law; (ix) Transmit unsolicited or unauthorized advertising, promotional materials, spam, chain letters, pyramid schemes, or other forms of solicitation through the Site or Services; or (x) Use the Site or Services in any manner that, in Simatec's sole judgment, exposes Simatec or its users to harm, liability, or reputational damage.

USER CONTENT

If you provide, post, upload, transmit, or otherwise make available any information, text, video, audio, comments, messages, data, images, graphics, or other materials ("Content") through the Site or Services, you are solely responsible for such Content.

By submitting Content, you grant Simatec and its designees a nonexclusive, royalty-free, perpetual, transferable, irrevocable, and sublicensable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from, and publicly display and perform such Content worldwide in connection with the Site, Services, and Simatec's business. You also grant Simatec the right to use the name you submit in connection with such Content, if it chooses.

You represent and warrant that: (i) you own and control all of the rights to the Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute such Content to or through the Site; (ii) the Content is accurate and not misleading; and (iii) use and posting or other transmission of such Content does not violate these Terms and will not violate any rights of or cause injury to any person or entity. You grant us the right to pursue at law any person or entity that violates your or our rights in the Content by a breach of these Terms.

Content submitted by users is deemed non-confidential and we are under no obligation to treat such Content as proprietary information. Without limiting the foregoing, we reserve the right to use the Content as we deem appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. We are under no obligation to offer you any payment for Content or to attribute authorship of Content to you. If, nonetheless, it is determined that you retain moral rights (including rights of attribution or integrity) in the Content, you hereby agree that (i) you do not require that any personally identifying information be used in connection with the Content, or any derivative works of, or upgrades or updates thereto; (ii) you do not oppose to the publication, use, modification, deletion and exploitation of the Content by Simatec or its agents; (iii) you waive and will not claim or assert any entitlement to any moral rights of an author in any of the Content; and (iv) you release Simatec from any claims that you could otherwise assert against Simatec by virtue of any moral rights.

USE OF INTERACTIVE AREAS

The Site and Services may include features that allow users to submit, post, transmit, upload, publish, distribute, store, or otherwise make available Content (“Interactive Areas”). You use any Interactive Areas at your own risk and remain solely responsible for your Content and activities within them.

Without limiting the “Restrictions on Use” above, you agree not to submit or make available through any Interactive Area any Content that: (i) Is unlawful, defamatory, libelous, obscene, promote sexually explicit or pornographic material, indecent, abusive, harassing, threatening, violent, invasive of privacy or publicity rights, fraudulent, or otherwise objectionable; (ii) Encourages or provides instructions for illegal activity, or otherwise creates liability under local, state, national, or international law; (iii) Infringes or misappropriates any patent, trademark, trade secret, copyright, or other intellectual or proprietary right of any person or entity; (iv) Impersonates any person or entity or misrepresents your affiliation with a person or entity; (v) Includes another person’s personal or sensitive information without authorization; (vi) Contains viruses, corrupted data, or other harmful or disruptive files; (vii) Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case; or (viii) Is, in Simatec’s sole judgment, objectionable or likely to expose the Site, Services, or their users to harm or liability.

MONITORING AND ENFORCEMENT; TERMINATION

We have the right to:

- Remove or refuse to post any Content for any or no reason in our sole discretion.
- Take any action with respect to any Content that we deem necessary or appropriate in our sole discretion, including if we believe that such Content violates the Terms of Use, including the Content standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Site or the public, or could create liability for Simatec.
- Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

- Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Site.
- Terminate or suspend your access to all or part of the Site for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Site. **YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.**

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DMCA REQUEST:

If you believe in good faith that materials hosted by us infringe your copyright, please provide the written information requested below (To contact us for any other reason, please Contact Us.)

Please provide the following information in the following order (including Paragraph Numbers):

1. A clear identification of the copyrighted work you claim was infringed.
2. A clear identification of the material you claim is infringing the copyrighted work, and information that will allow us to locate that material on the Site, such as a link to the infringing material.
3. Your contact information so that we can reply to your complaint, preferably including an email address and telephone number.
4. Include the following statement: "I have a good faith belief that the material that is claimed as copyright infringement is not authorized by the copyright owner, its agent, or the law."
5. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and I am the copyright owner, or am authorized to act on behalf of the owner, of an exclusive right that is allegedly infringed."
6. The notice must be signed by the person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed. Notices of claims of copyright infringement on this Site should be emailed or mailed, at your choice, to:

Simatec Inc.
13315-A S Ridge Dr.
Charlotte, NC 28273

NOTE To contact us for any other reason other than claims of copyright infringement, please use the information provided in the How to Contact Us section below.

It is our policy to respond expeditiously to clear notices of alleged copyright infringement that comply with the Digital Millennium Copyright Act (“DMCA”). If the Simatec receives proper notification of claimed copyright infringement, Simatec will remove or disable access to material claimed to be the subject of infringing activity in accordance with the DMCA. In addition, in accordance with the DMCA Simatec will, in appropriate circumstances, disable and/or terminate the accounts of users who are repeat infringers.

We suggest that you consult your legal advisor before filing a notice or counter-notice. Also, please note that you may be liable for damages (including costs and attorneys’ fees) if you make a false claim of copyright infringement. We will review and address all notices that comply with the requirements above.

REPEAT INFRINGER POLICY

In accordance with the DMCA and other applicable law, we have adopted a policy of terminating, in appropriate circumstances and at our sole discretion, subscribers or account holders who are deemed to be repeat infringers. We may also, at our sole discretion, limit access to the Site and/or terminate the accounts of any users who infringe any intellectual property rights of others, whether or not there is any repeat infringement.

CREATING AN ACCOUNT ON THE SITE

In order to access certain features of the Site and utilize the Service, you may have to create a user account with Simatec (“Account”). By creating an Account, you agree to be bound by these Terms.

If you violate any these Terms, we may terminate any or all of your Accounts. If we terminate your Account, you may not re-enroll or join under a new account unless we formally invite you. If you commit fraud or falsify information in connection with your use of the Site or in under your Account, your Account may be terminated immediately and we reserve the right to hold you liable for any and all damages that we suffer, to pursue legal action through relevant local, national and international law enforcement authorities and to notify your Internet Service Provider of any fraudulent activity we associate with you or your use of the Site.

THIRD-PARTY SERVICES AND TERMS

In addition to these Terms of Use, certain Services, features, or content may be provided by third parties, including but not limited to WheelRight (“Third-Party Services”). These Third-Party Services may be offered directly through the Site or as part of the Services made available to you by Simatec.

Your use of any Third-Party Services is subject to the terms and conditions of the applicable third party. These terms may be presented to you at the time of access or use, or may be referenced herein. By accessing or using any Third-Party Service, you agree to comply with such third party's terms and conditions.

AVAILABILITY OF THE SITE

You agree that from time to time we may modify or remove the Site, including any features therein, for indefinite periods of time at any time, without notice to you. While we use reasonable efforts to keep the Site accessible, the Site may be unavailable from time to time for any reason including, without limitation, routine maintenance. Simatec reserves the right to terminate your Account and/or to prevent you from using or accessing the Site at any time and for any reason. Simatec retains the right to determine the content, appearance, design, functionality and all other aspects of the Site. We shall not be liable to you or any third party should we exercise this right.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

Although we strive for accuracy in all elements of the Site, including product listings, descriptions and images of products, it may contain errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, shipping prices, shipping times and availability. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on this Site is inaccurate at any time without prior notice (including after you have submitted your order). Simatec is not responsible for your reliance on any information or content found on the Site, and Simatec makes no representations about the accuracy, reliability, completeness, or timeliness of the Site, and is not responsible for the conduct, whether online or offline, of any person using the Site, including any person's violation of these Terms of Use.

DISCLAIMER OF WARRANTY

YOU EXPRESSLY AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. NEITHER SIMATEC NOR ANY OF ITS EMPLOYEES, AGENTS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, WARRANT THAT USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO (A) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SITE, (B) THE AVAILABILITY OR DELETION OF, OR FAILURE TO TRANSMIT, ANY CONTENT AND OTHER COMMUNICATIONS MAINTAINED BY THE SITE, (C) THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OFFERED THROUGH THE SITE OR (D) THAT THE FILES AVAILABLE FOR DOWNLOADING FROM THIS SITE, IF ANY, WILL BE FREE FROM INFECTION, VIRUSES, WORMS, TROJAN HORSES, OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. **THE SITE IS MADE ACCESSIBLE ON AN "AS IS" AND "AS AVAILABLE" BASIS.** SIMATEC HEREBY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WITH RESPECT TO THE SITE AND ANY PRODUCTS, MERCHANDISE, OR SERVICES OFFERED THROUGH THE SITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF TITLE

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LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SIMATEC OR ANY OF ITS EMPLOYEES, AGENTS, PARTNERS, THIRD-PARTY CONTENT PROVIDERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SITE OR SERVICE, ARISING OUT OF THE CONTENT AND OTHER INFORMATION CONTAINED THEREIN OR IN THESE TERMS OF USE, OR YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SITE, ANY CONTENT OBTAINED FROM THE SITE, EVEN IF SIMATEC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF SIMATEC EXCEED, IN THE AGGREGATE FOR ALL CLAIMS ARISING UNDER THE TERMS OF USE, AN AMOUNT THAT IS THE GREATER OF TWO HUNDRED AND FIFTY DOLLARS (USD \$250.00) OR THE AMOUNT THAT YOU HAVE PAID US IN THE LAST SIX MONTHS.

BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY, THE COMPANY'S LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Simatec's officers, directors, employees, agents, affiliates, successors, and assigns (collectively, the "Indemnitees") from and against any and all claims, liabilities, damages, awards, losses, costs, or fees (including reasonable attorneys' fees) arising out of or relating to your access to and use of the Site and Feedback you transmit through the Site, infringement of any intellectual property rights, or your violation of these Terms (collectively, "Claims"). Simatec reserves the right, in Simatec's sole discretion and at Simatec's own expense, to assume the exclusive defense and control of any Claims. You agree to reasonably cooperate as requested by Simatec's in the defense of any Claims and in any event may not settle any Claims without Simatec's prior written consent.

DISPUTE RESOLUTION

Except where and to the extent prohibited by law, by using the Site, you and Simatec agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Site or the breach, enforcement, interpretation, or validity of this Site or any part of it ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Both you and Simatec agree that this dispute resolution procedure is a condition precedent that must be satisfied before filing any demand for arbitration against the other party.

ARBITRATION

To the fullest extent permitted by law of the applicable jurisdiction, any dispute, claim, or controversy arising from the access and use of the Site or these Terms, including the interpretation of this Arbitration Section, that cannot be resolved by the above dispute resolution procedure, **SHALL BE RESOLVED SOLELY BY FINAL AND BINDING INDIVIDUAL ARBITRATION. ALL CLAIMS ARISING OUT OF OR RELATED TO YOUR USE OF THE SITE OR THESE TERMS MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.**

Any arbitration shall be governed by the Rules of Arbitration of the American Arbitration Association and shall take place in Charlotte, North Carolina, unless both parties agree in writing to a different location.

CLASS ACTION WAIVER

YOU AND SIMATEC EACH FURTHER AGREE THAT EACH IS WAIVING THEIR RIGHT TO PARTICIPATE IN A CLASS ACTION. You and Simatec agree that each may bring claims against the other only in your or its individual capacity, and not as a representative or part of any class or consolidated action or proceeding. If the dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding.

SEVERABILITY

If any provision of these Terms is found to be unenforceable or invalid for any reason, that provision shall be severable, and all other provisions shall remain in full force and effect.

GOVERNING LAW

Any disputes arising out of or related to these Terms of Use and/or any use by you of the Site or Service shall be governed by the laws of North Carolina, without regard to its choice of law rules and without regard to conflicts of laws principles. You submit and agree to the personal jurisdiction of the state and federal courts located in North Carolina.

HOW TO CONTACT US

If you have any questions or comments, please contact us at cs@simatec-usa.com.