

## TERMS OF SERVICE

**Use of Site and/or Service.** This Website and Portal ("Site") and the services provided ("Service") are maintained and operated by the International Automotive Task Force ("us," "we," "our," or "IATF") and is represented by the International Automotive Oversight Bureau (IAOB). The IATF is an "ad hoc" group of automotive manufacturers and their respective National Automotive Industry Associations, formed to provide improved quality products to automotive customers worldwide. Thus, we offer these Site for you to view information and documents from us (collectively, "Content") and to interact with our Services. Please note that you must be of the age of consent in your jurisdiction to use our Services and interact on our Site. If you breach any of the provisions in these Terms of Service ("Terms"), your authorization to use this Site or these Services automatically terminates.

We reserve the right to change these Terms from time to time. If such changes are considered material, we will inform you by email, and the changes will take effect one month after sending the email. Your continued use of the Site or our Services after such changes will act as your agreement to accept these modified Terms. You are responsible to return to this Site from time to time to review the most current Terms.

**Registration Requirements.** You may view certain Content on the Site without registration. However, in order to participate in certain advanced Services, as applicable, you may have to register with the IATF using a valid email address. In so doing, you agree that the information you supply will be accurate and that you will not supply the email address of, or register under the name of, another person. We reserve the right to reject any username we deem offensive or inappropriate. You may not register as a business or entity name.

**Account Responsibility.** You are solely responsible for protecting your account from access by others. We encourage you to select a hard-to-guess password and to not re-use that password across other platforms.

While you can maintain multiple accounts, we can and do track multiple accounts that originate from a single IP address as one account. This means that if you violate the Terms severely enough to warrant being banned from the Site and you have multiple accounts, then all accounts from the same computer may also be banned. For this reason, we recommend that you neither share your account information with others, nor share the computers you use to access the Site with others.

**Privacy and Release of Information.** It is our policy to not release your personal data to any third party except when you instruct us to do so, or when it is legally required. When law enforcement makes a lawful demand for personal data from us, we strive to limit the disclosure. We will release only the specific data mandated by the relevant legal demand. If compelled to disclose your personal data, we will promptly notify you and provide a copy of the demand unless we are legally prohibited from doing so.

**User Conduct.** You agree not to use this Site for any of the following activities:

*Offensive Posting (as applicable)*

Posting content of a patently offensive nature is not allowed. This includes, but is not limited to:

- Using vulgar, profane, or sexually explicit language
- Using race, religion, sexual orientation, culture, ethnicity, handicap, nationality, or gender as a means of insult
- Using sexual preference terms as a term of insult in any way, shape, or form
- Using threatening, harassing, defamatory, hate-speech, or libelous language
- Posting or requesting links to or material from pornographic, obscene, or hate-speech websites
- Posting links to websites with potentially offensive content without a clear warning

Descriptions or details about any sexual act or sexual organs

### Illegal Activities

Communications that violate or incite others to violate the law are not allowed. This includes, but is not limited to, asking for or providing, in any way, shape, or form:

- Illegal copies of copyrighted software
- Methods of circumventing copyright protection
- Illegal copies of copyrighted music, movies, videos, or any other type of media
- Reprints of material from other websites
- Methods of cheating in online games

### Impersonation

Users may be immediately banned (along with any associated accounts) for impersonating other users by creating and/or using an account with a name clearly intended to impersonate, mock, or antagonize another user, or otherwise falsely claiming to be another user.

### Harassment/Stalking/Privacy

Continual harassing behavior directed towards a certain individual or group with the intent of creating an intimidating, offensive, or hostile environment, with or without use of explicit or implicit threats is strictly prohibited.

### Unauthorized Access

Accessing or attempting to access any user account not belonging to the rightful owner without permission is prohibited.

### Bugs and Exploits

Using exploits or tricks in the Site code to gain privileges, access, or abilities not clearly intended by the board design is prohibited.

### Username, Profiles, and Forms

Violating any of the above rules with a username, any part of the user profile (signature, quote, email, IM), or via feedback forms is prohibited.

### Other

Any other activity that is clearly detrimental to the flow of conversation and normal activities of our Site's users may be grounds for deleting the user's account.

### **Content.**

### Ownership

Our sites include a combination of Content that we create, that our partners create, and that our users create. All materials we publish on our Site, including, but not limited to written materials, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and streaming content, are protected by our copyrights and trademarks or those of our partners. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create

derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the Content on our Site in whole or in part. If you would like to request permission to use any of the Content on our Site, please send an email to: [contact\\_us@iaob.org](mailto:contact_us@iaob.org).

Our Site is protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries. All individual articles, materials, and other elements comprising this Site are also copyrighted works.

By sharing or communicating on this Site, you automatically grant us the right to use, copy, modify, adapt or publish the content that you post, including for purposes of advertising and publicity, on the Site and elsewhere and we are under no obligation to pay you for your posting. By sharing or communicating content on this Site, you receive consideration in terms of the publication of your post and the goodwill surrounding your content.

You are solely responsible for all materials, whether publicly posted or privately transmitted, that you upload, post, email, transmit, or otherwise make available on our Site as such services are available (“Your Content”). You certify that you own all intellectual property rights in Your Content. You hereby grant us, our affiliates, and our partners a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable license to use, reproduce, create derivative works of, distribute, publicly perform, publicly display, transfer, transmit, distribute, and publish Your Content and subsequent versions of Your Content for the purposes of (i) displaying Your Content on our Sites, (ii) distributing Your Content either electronically or via other media, to users seeking to download or otherwise acquiring it, and/or (iii) storing Your Content in a remote database accessible by end users, for a charge. This license shall apply to the distribution and the storage of Your Content in any form, medium, or technology now known or later developed, including print publication.

### Accuracy

Our Site contains Content that we create as well as Content provided by third parties, including our Oversight Offices. We and our Oversight Offices do not guarantee the accuracy, the integrity, or the quality of the Content on our Site, and you may not rely on any of this Content. Without limitation, we are not responsible for postings by users.

You agree that neither we nor our sponsors or affiliates are responsible for the accuracy of Your Content if posting or content sharing is available. We do not control Your Content or the content posted by other users, and we do not guarantee the truthfulness or quality of any such Content. You agree that while using our Site, you may be exposed to content that is offensive or objectionable, and that you will in no way hold us or our sponsors or affiliates liable in any way for any harm or loss that may come to you or others as a result of viewing such Content.

### Offensive Content

You may be exposed to Content that you find objectionable or that is inaccurate, and you bear all risks associated with using that Content. We have the right, but not the obligation, to remove any Content that may, in our sole discretion, violate these Terms or that is otherwise objectionable. We are not responsible for screening any third party content before it is posted.

**Site Security and Conduct.** Any Content we upload to this Site will be accessible to all users of the Site. We have incorporated all reasonable and commercially available measures to protect the Site from unauthorized access. Any unauthorized commercial use of the Service is expressly prohibited. You agree to comply with all applicable local, state, national, and international laws and regulations and are solely responsible for all acts or omissions that occur under your user ID or password.

**System and Network Security.** Violations of system or network security are prohibited, and may result in criminal and civil liability. We will investigate incidents involving such violations and may involve and will cooperate with law

enforcement if a criminal violation is suspected. You must take reasonable security precautions in light of your use of the Service. You are solely responsible for any breaches of security affecting the servers under your control.

**Intellectual Property Rights.** The Service and this Site are protected to the maximum extent permitted by copyright and trademark laws and international treaties. The Content of this Site and related pages is the copyrighted property of the IATF, or other suppliers credited as the provider. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any aspect of the Site or the Service.

**Notification of Claims of Infringement.** If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify our agent for notice of claims of copyright or other intellectual property infringement at:

[You will also have to register the domain name and DMCA registered agent with the US Copyright Office in order to benefit from the safe harbor.]

Designated Agent:	Dykema Gossett, PLLC Eric T. Fingerhut, Member
Address of Agent:	1301 K Street N.W., Suite 1100 West Washington, D.C. 20005
Telephone:	202-906-8618
Email:	EFingerhut@dykema.com

Please provide the following information:

1. Identify the material on the Site that you claim is infringing in sufficient detail so that we can find it;
2. Include the specific statement that you have a good faith belief that the disputed use you have identified is not authorized by the copyright owner, its agent, or the law;
3. Include the specific statement in which you declare, under penalty of perjury, that (a) the information you have provided is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
4. Your address, telephone number, and email address; and
5. Your physical or electronic signature.

We will remove the infringing content according to the procedures outlined in the Digital Millennium Copyright Act of 1998.

Please note that, pursuant to 17 U.S.C. 512(f), any misrepresentation of fact or falsities in a written notification will automatically subject the complaining party to liability for damages, costs and attorneys' fees incurred by us in connection with the written notification and your allegation of copyright infringement.

**Representations.** You represent and warrant that you will not hold us or our Oversight Offices responsible for the quality, safety, or accuracy of the Content on the Site. We provide no warranty or guarantee regarding the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any purposes. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. If you are aware of any relevant errors, inaccuracies, or discrepancies, including pricing discrepancies please alert us at [contact\\_us@iaob.org](mailto:contact_us@iaob.org).

**Disclaimer of Warranty.** ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ANY WARRANTIES: (i) FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE SITE AND THE SERVICE; (ii) FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE COMPANY SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE SITE; OR (iii) FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE SITE OR THE SERVICE. YOU USE ANY INFORMATION OR MATERIALS ON THIS WEBSITE ENTIRELY AT YOUR OWN RISK. IT IS YOUR RESPONSIBILITY TO ENSURE THAT ANY PRODUCTS, SERVICES, OR INFORMATION AVAILABLE THROUGH THIS WEBSITE MEET YOUR SPECIFIC REQUIREMENTS.

**Links to Other Websites.** The Site may contain links and pointers to other websites that are maintained by third parties. Such links do not mean that we endorse these third-party sites or any materials they contain. Of course we do not control, and thus are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

**Indemnity.** You agree to indemnify and hold us, our officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the Terms, your breach of any of the representations and warranties in these Terms, or your violation of any rights of another person or entity.

**Governing Law.** You further consent that this Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan, U.S.A. without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Michigan for any disputes arising out the use of this Site.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter that it describes. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the information it covers.

If, for any reason, a court of competent jurisdiction finds any provision or part of a provision of this Agreement unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement. Any remaining provisions of the Agreement will continue to be enforced with full effect.

**Limitation of Liability.** UNDER NO CIRCUMSTANCES ARE WE OR OUR OVERSIGHT OFFICES LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE OR THE SERVICE, FROM INABILITY TO USE THE SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE OUR SITE OR THE SERVICE OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE OR THE SERVICE OR ANY LINKS ON THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted and some of the foregoing limitations may not apply to you.

**Consequences of Violation of Terms.** We may, without notice to you, suspend your Service or remove your Content transmitted via the Site if we discover facts that lead us to reasonably believe the Site or Service is being used in

violation of these Terms. You agree to cooperate with our reasonable investigation of any suspected violation of these Terms. We may attempt to contact you prior to your suspension; however, prior notification is not assured.