

MEMA Global Privacy Policy

Effective Date: February 1, 2010

This Privacy Policy applies to all web sites owned or operated by the Motor & Equipment Manufacturers Association (MEMA), and/or its subsidiaries or affiliates, including Automotive Aftermarket Suppliers Association (AASA), Heavy Duty Manufacturers Association (HDMA), and Original Equipment Suppliers Association (OESA) collectively referred to as "MEMA." The web sites owned or operated by MEMA are referred to collectively in this Privacy Policy as the "Sites." By using the Sites, you agree to follow and be bound by the following terms concerning the collection, storage and disclosure of your personally and non-personally identifiable information. You should not access or use the Sites if you do not agree to be bound by this Privacy Policy.

This privacy policy contains information about our commitment to your privacy, including:

- The information we collect and how we use it;
- Your right to access or update your personally identifiable information;
- Your right to opt-out of receiving communications from us; and
- Our pledge to have reasonable security measures in place to protect against loss, misuse, or alteration of information under our control.

Note: This privacy policy only applies to personally identifiable information collected in correlation with the Sites and not to the data collection on any other web site. Thus, this online privacy policy does not apply to the web sites of other companies, individuals, or organizations to which we may provide links. We have no control over information that is submitted to, or controlled by, third parties. Therefore, we ask that you exercise common sense in disclosing personal and financial information on the Sites. If you have any questions about how our advertisers and others use information, you should contact them directly.

A. Information We Collect

We may collect two types of information about you when you visit the Sites: (1) personally identifiable information, such as your name, address, telephone number, e-mail address, and/or credit card number, and (2) non-personal, aggregate information, such as information regarding the pages on our Sites you have visited and your IP address.

1. Personally Identifiable Information

The only personally identifying information that we collect and store about you is the information that you have chosen to provide to us. For example, we may collect your personally identifiable information if you contact us with a question. In addition, if you register for an event, we may collect your name, address, e-mail address and other personally identifiable information so that we can process your registration.

2. Non-Personally Identifiable Information

We may collect and use non-personally identifiable information about you in the following ways:

- Your Internet Protocol (IP) address or the proxy address of your Internet Service Provider (e.g. AOL, CompuServe, Comcast, etc.), as defined below;
- The resource on our server accessed as a result of the request, such as the web page, image, etc.;
- The query in the request;
- The name and version of your web browser;
- The content of any sent or received cookie, as defined below;
- The Uniform Resource Locator (“URL”) that was accessed before making the request for the applicable Site’s web server.

a. Cookies

Some parts of the Sites web site may use a “cookie” – a file placed on your computer hard drive allowing our server to log the pages accessed in the Sites to determine if you have visited before. This cookie captures no personally identifying information. You may set your browser to warn you when placement of a cookie is requested, and decide whether or not to accept it. Please note that by rejecting a cookie some of the features available on the Sites may not function properly.

b. Internet Protocol (IP) Address

Your IP address is a number that lets computers attached to the Internet know where to send you data - such as the webpages you view.

B. Sharing Your Information with Third Parties

We may share your personally identifiable information and non-personally identifiable information in the following instances:

- We may share this information with any affiliates, members, agents or other parties whose products and services may be of interest to you;
- We may share this information with third parties that help manage our web site and databases and credit card processing companies;
- We may share this information with third parties in order to fulfill your request or otherwise complete a service requested by you;
- We also reserve the right to disclose your information if we reasonably believe we are required to do so by law; to protect our self or to protect the

- rights of another user; to reduce the risk of credit or other kind of fraud; or to comply with a court order;
- In the unlikely event that all or substantially all of our assets are sold or transferred to another party, this information may be transferred to this acquiring entity; and
 - Though we may also from time to time share your personally identifiable information with third parties for research and development purposes, but we will not sell your personally identifiable information to any third parties, other than as specifically disclosed in this policy.

If you do not want us to share your personally identifiable information in this manner, please do not provide us with this information or see the “Choice” section of this Privacy Policy, below.

C. Third Party Links

The Sites may contain links to other sites. Additionally, third party sites may from time to time link to the Site. PLEASE BE AWARE THAT WE ARE NOT RESPONSIBLE FOR THE CONTENT OR PRACTICES OF ANY OTHER SITES. We encourage our users to read the privacy statements of each and every web site that they visit.

D. Choice

We provide you with the following choices regarding the use of your information:

- You may set your browser not to accept cookies, or to warn you when a cookie is being placed on your computer. If you choose not to accept cookies, however, your ability to navigate this web site may be hindered;
- If you do not want us to share your personally identifiable information, please send an e-mail to **info@mema.org**.

E. Security

We make every effort to have reasonable security measures in place to protect the loss, misuse, or alteration of information under our control, including using Secure Sockets Layer (SSL) technology to collect and transmit your information.

If we learn of a security systems breach we may attempt to notify you electronically so that you can take appropriate protective steps. By using the Sites or providing personally identifiable information to us you agree that we can communicate with you electronically regarding security, privacy and administrative issues relating to your use of the Sites. We may post a notice on the Sites if a security breach occurs. We may also send an email to you at the email address you have provided to us in these circumstances. Depending on where you live, you may have a legal right to receive notice of a security breach

in writing. If you have any questions about the security of our web site, please contact us at info@mema.org.

F. Notification of Changes

If we decide to change our Privacy Policy, we will post those changes on this Privacy Policy so you will always be aware of what information we collect, how we use it, and under what circumstances we disclose it. If at any point we decide to use personally identifiable information in a manner materially different from that stated at the time it was collected, we will notify you by way of e-mail and/or by posting a notice on the Sites. You will then have a choice as to whether or not we may use your information in this manner. We will use information in accordance with the privacy policy under which the information was collected.

G. International Transfer of Data

If you choose to provide us with personally identifiable information, we may transfer that information to other third parties, across borders, and from your country or jurisdiction to other countries or jurisdictions around the world. By using this Sites and submitting your personally identifiable information, you consent to any such transfer of your information.

H. Special Policy Regarding Information from Children Under Thirteen

We are not targeted to children under the age of 13, and we do not knowingly collect personally identifiable information from any child under the age of 13 without parental consent. If we become aware that such data has been collected, we will delete it.

I. Contacting Us

If you have any questions about this privacy policy or our privacy practices, please contact us at info@mema.org. All information you provide in any written communication will also be covered by this policy.

YOUR CALIFORNIA PRIVACY RIGHTS

Beginning on January 1, 2005, California Civil Code Section 1798.83 permits our visitors who are California residents to request certain information regarding Discovery's disclosure of personally identifiable information to third parties for their direct marketing purposes. To make such a request, please contact us: info@mema.org

MEMA Terms of Use

This Terms of Use agreement applies to all of the web sites where it is posted. Those web sites are referred to collectively in this Terms of Use agreement as the "Sites." Please read the following terms and conditions carefully before using the Sites. By using the Sites, you agree to follow and be bound by the following terms and conditions concerning your use of the Sites ("Terms of Use") and our Privacy Statement. You should not access or use the Sites if you do not agree to be bound by these Terms of Use. The Terms of Use may be modified at any time, and any such modification shall be effective immediately prospectively upon posting of the modification. Registered members and guest will be notified at your next login when a change has been made; Non-registered Visitors to the Sites are responsible to periodically review the Terms of Use and Privacy Policy. By your continued access and use of the Sites, you agree to be conclusively bound by any such future modifications.

Areas of the Sites may have different Terms of Use posted. If there is a conflict between these Terms of Use and terms of use posted for a specific area of the Sites, the latter shall have precedence with respect to your use of that area of the Sites.

PRIVACY

Please review our **Privacy Statement**, which also governs your visit to the Sites.

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By you: Visitors to the Sites may post or transmit reviews, comments, communications, images, recordings, suggestions, questions, ideas, or other information or content (collectively, "Communications") subject to the "Prohibited Acts" described further below.

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MEMA has the right (but not the obligation) to monitor and edit or remove any activity or content on the Sites. MEMA takes no responsibility and assumes no liability for any Communications posted by you or any third party.

COPYRIGHT COMPLAINTS

MEMA may, in appropriate circumstances and at its sole discretion, terminate use of the Sites by any visitors who infringe on the intellectual property rights of others.

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide MEMA's Copyright Agent the following information:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
2. a description of the copyrighted work that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Sites;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

MEMA's Copyright Agent for Notice of claims of copyright infringement can be reached as follows:

By Mail: ATTN: MEMA Webmaster
PO Box 13966
RTP, NC 27709-3966

By Phone: 919-406-8848

By Fax: 919-549-1383

By email: info@mema.org

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PASSWORDS AND SECURITY

You are solely responsible for maintaining the secrecy of your passwords and/or any account information in connection with the Sites, and for restricting access to your computer. You are fully responsible for all activities that occur under your account or password, and you agree to notify MEMA immediately of any unauthorized use of your passwords or accounts.

PROHIBITED ACTS, MONITORING OF CONTENT AND TERMINATION

The Sites may contain e-mail services, bulletin board services, chat areas, news groups, forums, alerts, communities, calendars, file cabinets and/or other message or communication facilities designed to enable you to communicate with others (collectively, "Communication Services"). Use of, access to, or participation in any of the Communication Services is also subject to these Terms of Use. You further agree to use the Sites and Communication Services only to post, send and receive messages and material that are proper and, when applicable, related to the Sites or particular Communication Service. By way of example, and not as a limitation, you agree that when using the Sites or Communication Services you will not:

1. upload, post, email, transmit or otherwise make available:

any content that is unlawful, abusive, vulgar, harmful, threatening, harassing, tortious, defamatory, obscene, libelous, invasive of another's privacy, or otherwise objectionable;

any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);

any content that infringes any patent, trademark, trade secret, image or program, copyright or other proprietary rights of any party;

any unsolicited or unauthorized advertising, charity requests, petitions for signatures, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designed for such purpose;

any material that contains software viruses or any other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

2. harm minors in any way;
3. impersonate any person or entity, including but not limited to a MEMA official or MEMA managing editor, or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through the Site or Communication Services;
5. interfere with or disrupt the Sites or Communication Services or servers or networks connected to the Sites or Communication Services, or disobey

- any requirements, procedures, policies or regulations of networks connected to the Sites or Communication Services;
6. intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
 7. interfere in any way with other users of the Sites or Communication Services;
 8. post or transmit any message which discloses private or personal matters concerning any person; and
 9. post, list or transmit articles which are off topic according to the description of the group affected (collectively, the "Prohibited Acts").

You understand that all Communications, whether publicly posted or privately transmitted, are the sole responsibility of the person posting or transmitting such Communications. This means that you, and not MEMA, are entirely responsible for all content or Communications that you upload, forward, post, email, transmit or otherwise make available via the Sites or Communication Services.

Because MEMA does not control the content of Communications posted via the Sites or Communication Services, it cannot and does not guarantee the accuracy, integrity or quality of such Content or Communications. You understand that by using the Sites or Communication Services, you may be exposed to Content or Communications that are offensive, indecent or objectionable.

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MEMA reserves the right at all times to disclose any information as MEMA deems necessary to enforce the foregoing Terms of Use or any other MEMA

policies, to satisfy any applicable law, regulation, legal process or governmental request, and to respond to claims that the Sites or Communication Services violate the rights of third parties.

You understand that the technical processing and transmission of the Content may involve (1) transmission over various networks; and (2) changes to conform and adapt to technical requirements of connecting networks or devices.

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LINKS, THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES

The Sites and Communication Services provide links to Web sites and access to content, services, and products from third parties, including users, advertisers, affiliates and sponsors of the Sites. When you use these links, you leave the Sites and enter a site controlled by the third party and these Terms of Use and MEMA's Privacy Policy will not apply to information you provide or transactions you conduct with the third party. You agree that MEMA is not responsible for the availability of, and content provided on, third party Web sites. You should refer to the policies posted by other Web sites regarding privacy and other topics before you use them. You agree that MEMA is not responsible for third party content accessible through the Sites or Communication Services, including opinions, advice, statements and advertisements, and you understand that you bear all risks associated with the use of such content. If you choose to purchase any products or services from a third party, your relationship is directly with the third party. You agree that MEMA is not responsible for: (1) the quality of third party products or services, and (2) fulfilling any of the terms of your agreement with the seller, including delivery of products or services and warranty obligations related

to purchased products or services. You agree that MEMA is not responsible for any loss or damage of any sort you may incur from dealing with any third party.

INFORMATION CONCERNING FINANCIAL MATTERS

If you intend to create or join any service, receive or request any news, messages, alerts, updates or other information from the Sites or Communication Services concerning companies, stock quotes, investments or securities, you should take particular care to review the foregoing sections on Disclaimer of Warranties and Limitation of Liability. MEMA's services are made available for informational purposes only, and not for trading or investing purposes. MEMA will not be responsible or liable for the accuracy, usefulness or availability of any information transmitted or made available through the Sites or Communication Services, and shall not be responsible or liable for any trading or investment decisions made based on such information.

INTERNATIONAL USE

Because of the global nature of the Internet, different rules and standards will apply to conduct over the Internet in different countries and locations. You agree to comply with all local rules regarding online conduct and acceptable content, including all laws, rules, codes and regulations of the country in which you reside, and to indemnify and defend MEMA, its officers and employees for any alleged violations of such local rules based on your activities. In addition, you agree to comply with all laws regarding the transmission of technical data exported from the United States or the country in which you reside.

APPLICABLE LAW

By visiting the Sites or using one of the Communication Services, you agree that the laws of the District of Columbia, without regard to principles of conflict of laws, will govern these Terms of Use and any dispute of any sort that might arise between you and MEMA or its affiliates.

DISPUTES

Any dispute relating in any way to your visit to the Sites, to products or services you purchase through the Sites, or that relate in any way to use of one of the Communication Services, shall be submitted to confidential arbitration in the District of Columbia, except that, to the extent you have in any manner violated or threatened to violate MEMA's intellectual property rights, MEMA may seek injunctive relief or other appropriate relief in any state or federal court in the District of Columbia, and you consent to exclusive jurisdiction and venue in such courts. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction.

To the fullest extent permitted by applicable law, no arbitration pursuant to these Terms of Use shall be joined to an arbitration involving any other party subject to the Terms of Use, whether through class arbitration proceedings or otherwise.

INDEMNITY

You agree to defend, indemnify and hold harmless MEMA, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including attorney's fees and costs, arising out of or in any way connected with your access to or use of the Sites or Communication Services.

CHANGE, DISCONTINUANCE OF THE SITES AND SEVERABILITY

MEMA reserves the right to make changes to the Sites and Communication Services (including permanent or temporary discontinuance of the Sites or Communication Services), its policies, and these Terms of Use at any time. You agree that MEMA shall not be liable to you or any third party for any such change, amendment, modification, suspension or discontinuance. Any and all portions of the Terms of Use shall automatically apply to all improvements, modifications, changes and/or amendments as they appear on the Sites or Communication Services. If any of these Terms of Use shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition. The failure of MEMA to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision.