

MEMA Terms of Use

Effective May 25,2018

This Terms of Use agreement, between you as a visitor and the Motor & Equipment Manufacturer's Association and affiliated organizations (collectively, "MEMA") 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 Policy. 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; Registered and Non-registered Visitors to the Sites are responsible for periodically reviewing 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 to the extent that any such terms are inconsistent with the terms provided here. To the extent that additional terms are included in these Terms of Use, such additional terms will still apply.

Please note the arbitration provision set forth below, requiring you to arbitrate any claims you may have against MEMA on an individual basis. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.

PRIVACY

Please review our **Privacy Policy**, which also governs your visit to the Sites and is incorporated by this reference into these Terms of Use.

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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.

If you do post or transmit Communications, you are solely responsible for their content. By posting or transmitting a Communication, you grant MEMA a nonexclusive, royalty-free, worldwide, irrevocable, perpetual, and fully sub licensable right to use, reproduce, translate, publish, distribute, and display such Communications throughout the world in any media, and grant all Visitors to the site the right to download, view, use, copy and print such Communications subject to the conditions listed in the first paragraph of this section. Unless explicitly prohibited in the Communication itself, you also grant MEMA the right to adapt, modify or create derivative works in any media. You also grant MEMA and its affiliates and sub licensees the right to use the name that you submit in connection with such Communications for purposes of attribution. You represent and warrant that you own or otherwise have the right to grant such licenses and that you have not altered or deleted any copyright information attached to such Communications by the author or copyright owner. You further represent and warrant that the content of the Communications is materially accurate and reliable; that the content of the Communications is not scandalous or libelous; that use of the Communications you supply does not violate these Terms of Use and will not cause injury to any person or entity. You further agree to indemnify MEMA for all claims resulting from the Communications you supply, including without limitation claims of infringement. You agree and acknowledge that you shall have no recourse against MEMA for any alleged or actual infringement of any proprietary right in your Communications to us. You acknowledge that you are not entitled to any monetary payment or other consideration in connection with MEMA's use of the Communications as contemplated herein.

MEMA does not assert ownership of any Communications and you are entirely responsible for everything you upload, post, email or otherwise make available to us through the Sites. You are solely responsible for the Communications (and the consequences of transmission and display on the Sites) submitted in your name, via your mobile device or your email address.

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.

We may give notice to our users by means of a general notice on any of our websites, electronic mail to a user's e-mail address in our records, or written communication sent by first-class mail to a user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a federal district court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

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

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

By Phone: 919-549-4800
By Fax: 919-406-8853
By [email: info@mema.org](mailto:info@mema.org)

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PASSWORDS AND SECURITY

Certain aspects of the Sites require you to register. You agree that the information you supply during that registration process will be accurate and complete. You also agree not to (i) select, register, or attempt to register, or use a user name of another person with the intention of impersonating that person; (ii) use a user name of anyone else without authorization; (iii) use a user name in violation of the intellectual property rights of any person; or (iv) use a user name that MEMA considers to be offensive. MEMA reserves the right to reject or terminate any user name or password that, in its sole discretion, is deemed offensive.

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 and your account. 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. harms 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, or encourage others to engage in such conduct;
 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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YOUR TRANSMISSIONS OR DATA, (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITES OR COMMUNICATION SERVICES, OR (5) ANY OTHER MATTER RELATING TO THE SITES OR COMMUNICATION SERVICES.

APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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.

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MEMA provides the Sites in the United States of America. MEMA does not represent that the Sites, Communications or any services offered through the Sites are appropriate (or, in some cases, available) for use in other locations. If you use the Sites from a jurisdiction other than the United States, you agree that you do so of your own initiative, and you are responsible for complying with local laws as applicable to your use of the Sites.

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.

The parties acknowledge that these Terms of Use evidence a transaction involving interstate commerce. Notwithstanding the provision in the preceding paragraph with respect to applicable substantive law, any arbitration conducted pursuant to these Terms of Use shall be governed by the Federal Arbitration Act (9 U.S.C., Secs. 1-16).

DISPUTES

By using the Sites, you and MEMA agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Sites, Communication Services or any services provided by MEMA through the Sites, or the breach, enforcement, interpretation, or validity of these Terms of Use or any part ("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.

Notice shall be sent to:

- For MEMA:

ATTN: MEMA Disputes

PO Box 13966

RTP, NC 27709-3966

- For you: the contact information on file with MEMA

Both you and MEMA agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. Any such Dispute shall be exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then

in effect, and will occur in the Washington, DC area, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute arising under or relating to the interpretation, applicability, enforceability, or formation of this Terms of Use, including any claim that all or any part of this Terms of Use is void or voidable.

CHOICE OF FORUM

You further agree that any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in the District of Columbia and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. PLEASE NOTE THAT BY AGREEING TO THESE TERMS OF USE, YOU ARE: (1) WAIVING CLAIMS THAT YOU MIGHT OTHERWISE HAVE AGAINST US BASED ON THE LAWS OF OTHER JURISDICTIONS, INCLUDING YOUR OWN; (2) IRREVOCABLY CONSENTING TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, STATE OR FEDERAL COURTS IN THE DISTRICT OF COLUMBIA FOR ANY DISPUTES OR CLAIMS BROUGHT UNDER THIS PROVISION; AND (3) SUBMITTING YOURSELF TO THE PERSONAL JURISDICTION OF COURTS LOCATED IN THE DISTRICT OF COLUMBIA FOR THE PURPOSE OF RESOLVING ANY SUCH DISPUTES OR CLAIMS.

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.