

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.

COPYRIGHT

Copyright 2010 Motor & Equipment Manufacturers Association (MEMA). All rights reserved.

All content included on this site, including, but not limited to text, graphics, audio clips, logos, buttons, images, digital downloads, data compilations, software, html code, xml code, and icons, is property of MEMA and/or is licensed to MEMA for use (collectively, "MEMA") and is protected by United States and international copyright laws. The compilation of all content on the Sites is the exclusive property of MEMA and protected by U.S. and international copyright laws. All software used on the Sites is the property of MEMA or its software suppliers and protected by United States and international copyright laws.

LICENSES AND IDEA SUBMISSIONS

By MEMA: MEMA hereby grants you a limited, non-exclusive, non-transferable license to download, view, copy and print documents and graphics incorporated in these documents (the "Documents") from the Sites subject to the following conditions: (1) the Documents may be used solely for personal, informational, and non-commercial (no redistribution) purposes; and (2) the Documents may

not be modified or altered in any way. Except to the extent permitted under copyright law, you may not otherwise use, download, upload, copy, print, display, perform, post, reproduce, publish, license, transmit or distribute any information from this Sites in whole or in part without the prior written consent of MEMA or any identified third party that provides information to the Sites.

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.

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: MEMA
PO Box 13966
RTP, NC 27709-3966

By Phone: 919-406-8828

By Fax: 919-549-4824

By email: info@mema.org

TRADEMARKS

"MEMA," the MEMA logo and other marks followed by ™ or ® that appear on the Sites are registered trademarks or trademarks of MEMA, its subsidiaries, affiliates or licensees in the United States and worldwide. Any graphics, logos, page headers and service names that may appear on the Sites are also the property of MEMA, its subsidiaries, affiliates or licensees. These items may not be used in connection with any product or service that is not MEMA's, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits MEMA, its subsidiaries or affiliates. Unless otherwise noted on the Sites, all other trademarks, service marks and logos used in this Sites are the trademarks, service marks or logos of their respective owners.

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.

Your participation in on-line communications occurs in real time and is not edited, censored, or otherwise controlled by MEMA. MEMA cannot and does not screen all Content or Communications provided by users of the Sites or Communication Services. Nevertheless, MEMA reserves the right to monitor Content and Communications on the Sites and on the Communication Services, and reserves the right to edit or remove Content or Communications which MEMA in its sole discretion determines to be harmful, offensive, or otherwise in violation of these Terms of Use or any other MEMA policies not expressly set forth here.

MEMA further reserves the right to terminate your access to the Sites, the Communication Services and any accounts you may have in connection with the Sites or Communication Services at any time and, without notice, for any reason whatsoever. You agree that MEMA shall not be liable to you or any third party for any termination of your access to the Sites, the Communication Services or any accounts you may have in connection with the Sites or Communication Services.

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.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

Opinions, advice statements, offers, or other information or content made available on or through the Sites or Communication Services are those of their respective authors, who are solely responsible for such content, goods and services. MEMA does not guarantee the accuracy, completeness or reliability of any such information, and does not adopt or endorse, nor is it responsible for, any goods or services provided by any third party.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

YOUR USE OF THE SITES OR COMMUNICATION SERVICES IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. MEMA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

MEMA MAKES NO WARRANTY THAT (1) THE SITES OR THE COMMUNICATION SERVICES WILL MEET YOUR REQUIREMENTS; (2) THE SITES OR THE COMMUNICATION SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR FREE OF VIRUSES, ERRORS OR OTHER HARMFUL COMPONENTS, (3) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITES OR COMMUNICATION SERVICES WILL BE ACCURATE OR RELIABLE, (4) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES OR COMMUNICATION SERVICES WILL MEET YOUR EXPECTATIONS, AND (5) ANY ERRORS ON THE SITES OR COMMUNICATION SERVICES WILL BE CORRECTED.

MEMA WILL NOT BE LIABLE IN ANY WAY, FOR ANY CONTENT OR COMMUNICATIONS, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT OR COMMUNICATIONS, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR COMMUNICATIONS POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE SITES OR COMMUNICATION SERVICES.

ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES OR THE COMMUNICATION SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OR CORRUPTION OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT.

NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, WHETHER OBTAINED BY YOU FROM MEMA, FROM A MEMA EMPLOYEE OR AGENT, OR THROUGH OR FROM THE SITES OR COMMUNICATION SERVICES, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS TERMS OF USE. MEMA WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MEMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (1) THE USE OR THE INABILITY TO USE THE SITES OR COMMUNICATION SERVICES, (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITES OR COMMUNICATION SERVICES, (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF 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.

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.