

## **TERMS AND CONDITIONS**

Effective: August 16, 2019

To promote a safe, non-offensive environment for all visitors to our Website, we have established these “Terms and Conditions”. The terms and conditions that apply to your access to and/or your use of this Website (and the information, products and services available through this Website), and our use of any communications or User Content (defined below) that you submit to us or post on this Website, are set forth in these Terms and Conditions, our Privacy, all of which are incorporated herein by reference. By accessing or using any areas of our Website, you accept and agree to all of the terms and conditions herein and you agree to be bound by these Terms and Conditions, which form a legally binding agreement. If you do not agree to all of the Terms of Conditions, please do not use this Website.

### **Personal Information and Privacy**

The information that we collect and the ways in which we use such information is set forth in our Privacy Policy. Our Privacy Policy may be reviewed by visiting <https://toyotamhs.com>

### **General; Changes to Terms and Conditions**

All rights not expressly granted to you by us in these Terms and Conditions are reserved to us, and you acknowledge and agree that you do not acquire any ownership rights by accessing or downloading any material, whether or not copyrighted, from this Website as authorized hereunder. We reserve the right to refuse service, terminate accounts, and/or cancel orders at our discretion, including, without limitation, if we believe that your conduct violates applicable law or is harmful to our interests or businesses, or to our customers, affiliates, licensors or licensees.

We reserve the right to change these Terms and Conditions, and the Privacy Policy and Disclaimer referenced herein, from time to time as we deem appropriate by posting such changes on this Website. Any changes, modifications, additions or deletions shall be effective immediately upon posting unless otherwise indicated. We will not separately notify you that changes have been made, regardless of the scope and importance of the changes, and we encourage you to periodically check back and review these Terms and Conditions so that you always will know what terms and conditions apply to your access to and use of this Website, or our use of any User Content that you have posted on this Website or submitted to us. Your continued use of this Website and/or your submission of any User Content to us after such changes are posted will be deemed to constitute your agreement to and acceptance of such changes. This Website may change, and we may restrict access to, suspend or discontinue this Website, or any portion of this Website, at any time.

### **Ownership; License; Limitations**

This Website, all content displayed on this Website, all data collected by this Website, and all software, data and information used to provide this Website, including text, images, photographs, method of display and presentation, source code, embedded routines and programs and other materials, as well as all copyrights, trademarks, patents and other intellectual property rights therein or thereto, are owned by us or our affiliates, licensors or licensees, and are protected under worldwide patent, copyright, trademark and other applicable laws and treaties, including, without limitation, applicable trade secret laws. We grant you the limited and nonexclusive right and license to access or download a single copy of the content from this Website solely for your personal and non-commercial use and as necessary in connection with the use of any services available through this Website.

Except as expressly authorized in these Terms and Conditions, you may not modify, distribute, reproduce, display, or use this Website or any elements thereof. Furthermore, (i) reproduction, re-transmission or re-presentation in any form, in whole or in part, of any content including, without limitation, programming code, text, images, photographs, or graphics, audio and video content, included within this Website is strictly prohibited without our prior express written permission; (ii) you may not frame, squeeze back, overlay or employ other techniques to enclose or display this Website, or any trademark, logo, content or other proprietary information (including images, photographs, text, page layout, or form) included on this Website, with any other software or content of a third party; (iii) you may not use any meta tags or any other “hidden text” utilizing our names or trademarks without our express written consent; and (iv) you may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in this Website or the services offered herein.

In addition to and without limiting any of the foregoing limitations and restrictions, you are expressly prohibited from using any spiders, robots, crawlers, scrapers, deep links, data mining, data gathering or extraction tools, or any other automated methodology, algorithm or device, or any manual process, to monitor, copy, download or otherwise access data or content from this Website for any purpose. A limited exception to the foregoing limitations and restrictions is provided to general purpose internet search engines (e.g., Google) and non-commercial public archives that use such tools to gather information for the sole purpose of displaying hyperlinks to this Website, provided they each do so from

## TERMS AND CONDITIONS

Effective: August 16, 2019

a stable IP address or range of IP addresses using an easily identifiable agent and comply with our applicable policies and procedures in effect from time to time.

This Website includes certain trademarks and service marks owned by us and/or our affiliates or third parties. In addition to any other applicable restrictions or limitations, you agree not to copy, use or otherwise infringe upon or dilute these trademarks or service marks. You further agree that you will not alter or remove any copyright, trademark or other notices from any Website content.

### Use at Your Own Risk

We provide the content, information and other materials available through our Website for informational purposes only. You may use the content, information, consumer reviews, data and materials from, and the products and services available through, this Website solely for your personal and non-commercial use. Before you act on any information from our Website, you should independently confirm any facts that are important to your decision. IF YOU RELY ON ANY CONTENT, INFORMATION OR OTHER MATERIALS, PRODUCTS, OR SERVICES AVAILABLE THROUGH OUR WEBSITE, YOU EXPRESSLY AGREE THAT YOU DO SO SOLELY AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT YOU MAY INCUR AS A RESULT OF YOUR USE OF ANY CONTENT, INFORMATION OR OTHER MATERIALS, PRODUCTS OR SERVICES.

### Links

This Website may provide links or references to third party sites that we do not operate and/or that will allow you to leave this Website or open an additional browser connecting you to the third party site. Any such links to third party sites are provided merely as a convenience to the users of this Website, and such links do not imply our endorsement of such other third party sites or the content contained therein. We disclaim all liability with regard to your access to such linked websites, and your use of and access to any other websites linked to this Website is at your own risk. Further, we have no responsibility for the content of such third party sites and shall not be liable for any damages or injury arising from that content or your use, reliance on or access to such third party sites. For information about such other third party websites, we encourage you to consult the specific terms of use and privacy policies of such other websites.

### Data Security

We have in place what we believe to be reasonable physical, electronic and managerial procedures to safeguard and help prevent unauthorized access of, maintain data security for and correctly use the information we collect online. However, while such reasonable efforts are intended to ensure the confidentiality of your private and personal information available as a result of your use of this Website, we cannot and do not warrant or guarantee the absolute safety and security of confidential data on the Internet.

### User Content

You may have the opportunity to post or otherwise submit content and information, including but not limited to consumer reviews, opinions, data, materials or other postings or communications (collectively, "User Content"), to us via this Website, whether by posting to a public area of this Website (e.g., blogs or message boards) or by other submission to us through email, SMS/text messages or other means of electronic communication. By submitting any such User Content to us or posting any such User Content in any public area of this Website, you: (i) grant us and our affiliates and licensees the royalty free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, aggregate, translate, prepare derivative works from, publicly display, publicly perform and distribute such User Content (in whole or in part) alone or as incorporated into other works in any form, media or technology now known or hereafter developed, on a worldwide basis; (ii) grant us and our affiliates and licensees the right to use the name that you use in connection with such submission or post, if and to the extent any or all of them so choose; and (iii) represent and warrant that you own or otherwise control all of the rights to the User Content that you submit or post, the User Content is accurate, and the use of the User Content you supply or post does not violate these Terms and Conditions and will not cause injury or damage to any person or entity. You also permit any other user of this Website to access, view, store or reproduce your User Content for that user's personal use, which such use may include disclosure to third parties. By posting or submitting such User Content, you hereby waive any claim that we misappropriated any such User Content or any portions thereof.

## TERMS AND CONDITIONS

Effective: August 16, 2019

### Notification of Claims of Infringement

We respect the rights of all copyright holders and have adopted and implemented a policy that provides for the removal of content from this Website under certain circumstances. If you believe that your work has been copied in a way that constitutes copyright infringement, please provide our copyright agent the following information required by the Digital Millennium Copyright Act, 17 U.S.C. 512:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity, and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact the complaining party (e.g., address, telephone number and email address);
- A statement that the complaining party has a good faith belief that use of the material is unauthorized; and
- A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

For copyright inquiries, including notification of claims of infringement, please contact our [privacy@toyotamhs.com](mailto:privacy@toyotamhs.com)

### Disclosure of Your Information; Violation of These Terms and Conditions

We may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of this Website, or to identify, contact or bring legal action against you or anyone else who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, or the rights or property of visitors to or users of this Website, including our customers. We reserve the right at all times to disclose any information that we deem necessary to comply with any applicable law, regulation, legal process or governmental request. We also may disclose your information when we determine that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes. You acknowledge and agree that we may preserve and store any communication by you with us through this Website or any service offered on or through this Website and may also disclose such data if required to do so by law or if we determine that such disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce these Terms and Conditions, (iii) respond to claims that any such data violates the rights of others, or (iv) protect our rights, property or personal safety and/or our affiliates, employees, users of or visitors to this Website or the public.

Without limiting any other portion of these Terms and Conditions, you agree that we may, in our sole discretion and without prior notice, terminate your access to our Website and/or block your future access to our Website if we determine that you have violated these Terms and Conditions or other agreements or guidelines that may be associated with or relate to your use of our Website, including, without limitation, our Privacy Policy. These remedies are in addition to any other remedies that we may have at law or in equity.

### Disclaimer of Warranties

YOU AGREE THAT OUR WEBSITE AND ALL CONTENT, INFORMATION OR OTHER MATERIALS, PRODUCTS OR SERVICES AVAILABLE THROUGH OUR WEBSITE ARE PROVIDED BY US ON AN "AS IS," "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THAT YOUR USE OF OUR WEBSITE AND ALL CONTENT, INFORMATION OR OTHER MATERIALS, PRODUCTS OR SERVICES AVAILABLE THROUGH OUR WEBSITE IS ENTIRELY AT YOUR OWN RISK. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE, AND OUR AFFILIATES, LICENSORS AND LICENSEES, SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED BY STATUTE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THIS WEBSITE AND/OR YOUR USE THEREOF.

### Limitation of Liability

NEITHER WE, NOR ANY OF OUR AFFILIATES, LICENSORS OR LICENSEES, SHALL HAVE ANY LIABILITY FOR ANY ERRORS, INACCURACIES, OMISSIONS, OR OTHER DEFECTS IN THE CONTENT, INFORMATION OR OTHER MATERIALS, PRODUCTS OR SERVICES CONTAINED WITHIN OR OTHERWISE AVAILABLE THROUGH OUR WEBSITE. IN NO EVENT SHALL WE, OR ANY OF OUR AFFILIATES, LICENSORS OR LICENSEES, BE

## **TERMS AND CONDITIONS**

Effective: August 16, 2019

LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES, OTHER THAN DIRECT DAMAGES, ARISING OUT OF YOUR ACCESS TO OR USE OF, OR INABILITY TO USE, OUR WEBSITE OR ANY CONTENT, INFORMATION OR OTHER MATERIALS, PRODUCTS OR SERVICES WITHIN OR OTHERWISE AVAILABLE THROUGH OUR WEBSITE, OR OUR USE OF ANY MATERIALS THAT YOU PROVIDE TO US. IN ADDITION TO AND WITHOUT LIMITING THE FOREGOING LIMITATION OF LIABILITY, IN NO EVENT SHALL WE, OR ANY OF OUR AFFILIATES, LICENSORS OR LICENSEES, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR DATA), EVEN IF WE OR ANY SUCH OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Without limiting the foregoing, you agree that our entire aggregate liability, if any, arising out of any kind of legal claim (whether in contract, tort or under any other legal theory) arising out of your access to or use of, or inability to use, our Website or any content, information or other materials, products or services within or otherwise available through our Website, or our use of any materials that you provide to us, will not exceed one hundred dollars (\$100).

To the extent that the jurisdiction where you reside does not allow limitations on the period of an implied warranty or the exclusion or limitation of liability for consequential or incidental damages, some of the above limitations may not apply to you.

### **Indemnity**

You hereby agree to indemnify, defend and hold harmless us, and our affiliates, licensors and licensees, from and against any and all claims, costs, demands, losses, damages and expenses, including, without limitation, attorneys' fees, arising from or relating to: (i) your breach of these Terms and Conditions or any matter for which you are responsible or liable under the terms of these Terms and Conditions, (ii) third party claims with respect to our use of any materials that you provide to us, including, but not limited to, infringement of copyright, trademark, proprietary rights, or any other claims, or (iii) any dispute between you and any third party.

### **Jurisdiction**

These Terms and Conditions are governed by the laws of IL without regard to its conflict of laws rules. You hereby consent to the exclusive jurisdiction and venue of state and federal courts located in IL for all disputes arising out of or relating to these Terms and Conditions, our Privacy Policy, the use of our Website, or the content, information or other materials, products or services within or otherwise available through our Website, or our use of any materials that you have posted on our Website or submitted to us. Use of our Website or the content, information or other materials, products or services within or otherwise available through our Website is not authorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including without limitation this paragraph. You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of these Terms and Conditions or your use of our Website or the content, information or other materials, products or services within or otherwise available through our Website.

### **Individual Resolution of Claims**

You agree that any and all causes of action arising out of or relating to our Website or any of the content, information or other materials, products or services within or otherwise available through our Website shall be resolved individually, WITHOUT RESORT TO ANY FORM OF CLASS ACTION.

### **Waiver**

Any waiver of any provision of the Terms and Conditions will be effective only if in writing and signed by us.

### **International Users**

If you are visiting our Website from a location outside the United States, your connection will be through and to servers located in the United States. By using our Website, or providing us with information, you (a) acknowledge that the Website is subject to the laws of the United States, (b) consent to the collection, processing, maintenance and transfer of such information in and to the United States and other applicable territories in which the privacy laws may not be as comprehensive as or equivalent to those in the country where you reside and/or are a citizen, and (c) waive any claims that may arise under those laws.

## **TERMS AND CONDITIONS**

Effective: August 16, 2019

### **Miscellaneous**

Your use of our Website for spamming is strictly prohibited. By using our Website, you agree not to use information concerning other users of our Website, or any items such users have listed or searched for on our Website (including, without limitation, listing information, user names, email addresses, telephone numbers, and/or other information), for any purpose that is not expressly permitted by these Terms and Conditions. You may not post information directed to or collect personal information from any minor.

You shall use our Website and the content, information or other materials, products and services within or otherwise available through our Website for lawful purposes only. Any conduct by you that in our judgment and discretion restricts or inhibits any other person from using or enjoying our Website or the content, information or other materials, products or services within or otherwise available through our Website will not be permitted.

You agree that all notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

If for any reason a court of competent jurisdiction finds any provision of these Terms and Conditions, or portion thereof, to be unenforceable, all other terms and conditions shall remain in full force and effect.

Our failure to enforce any provision of these Terms and Conditions will not be deemed a waiver of future enforcement of that or any other provision of these Terms and Conditions.

These Terms and Conditions, together with our Privacy Policy, Disclaimer and additional policies, constitute the entire agreement between the parties regarding the subject matter hereof.

### **Questions**

If you have any questions, please contact us at [privacy@toyotamhs.com](mailto:privacy@toyotamhs.com)

TERMS AND CONDITIONS LAST UPDATED 8/16/2019