

## **Website Usage Policy**

Use of TIMEC COMPANY, INC.'s Web site (the "Site") is expressly conditioned on your acceptance by the terms and conditions set forth below. By using this Site or downloading materials from this Site, you agree to abide by the terms and conditions set forth herein. If you do not agree with these terms and conditions, you may not use or access this Website.

TIMEC COMPANY, INC. will strive to ensure that information contained on our Site is both current and accurate. However, due to factors beyond our control, we cannot and will not offer any warranty or guaranty of any nature concerning the accuracy or reliability of any information contained on our Web site. The information provided on this Web site is published for informational purposes only.

## **Ownership**

Except for items in the public domain, the information, photos, graphics, programs, services, processes, designs, software, technologies, trademarks, trade names inventions and all other materials comprising the Site (collectively, the "Materials"), are wholly owned by (or licensed to) TIMEC COMPANY, INC. and/or its content providers. The Site contains copyrighted material, trademarks, and other proprietary information including, without limitation, text, software, photos, video, graphics, music and sound, and the entire contents of the Site is copyrighted under the United States copyright laws, whether or not a copyright notice is displayed. TIMEC COMPANY, INC. owns a copyright in the selection, coordination, arrangement, and enhancement of such content. Nothing contained on this site should be construed as granting, by implication, or otherwise, any license or right to use any of the Materials without the written permission of TIMEC COMPANY, INC.

## **Contributions**

By uploading or otherwise submitting a file or other information ("Contribution") to the Site, you automatically grant, or warrant that the copyright owner of the Contribution has expressly granted, to TIMEC COMPANY, INC. a perpetual, royalty-free, irrevocable, worldwide, non-exclusive right and license to use, reproduce, publicly display and/or perform, modify, store, publish, adapt and/or to incorporate it in other works in any medium now known or hereafter developed for the full term of any copyright that may exist in the Contribution, as if the Contribution were public domain information.

**Web Links**

As a convenience to you, TIMEC COMPANY, INC. may provide on this Site, links to websites that are operated by other entities. If you decide to access any of the third party sites linked to this Site, you do so entirely at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. The linked sites are not under the control of the TIMEC COMPANY, INC. and we are not responsible for the content of any linked site or any link contained in a linked site. TIMEC COMPANY, INC. reserves the right to terminate any link or linking program at any time. TIMEC COMPANY, INC. does not endorse companies or products to which it links, unless specifically stated in the link text.

**Cookies, Etc.**

Each time you visit our Website, an industry-standard program on our Site host will record your IP address, domain name, and browser type. We use this information internally to show site activity and to determine potential trends in site usage. Certain portions of our Web site may also use "cookies" as part of our interaction with your web browser. A "cookie" is a piece of information that a website transfers to your computer hard drive for record-keeping purposes. We may use cookies to determine if you have previously visited our Website and for other administrative purposes. Otherwise, we only collect data that you submit voluntarily.

**Age and Responsibility**

You represent that you are of sufficient legal age to use the Site and to create binding legal obligations for any liability you may incur as a result of the use of the Site. You understand that you are financially responsible for all uses of the Site by you and those using your login information.

**Jurisdiction and Enforceability**

Use of this Web site is governed by the laws of the state of CALIFORNIA, other than laws governing conflicts of laws. The exclusive venue for the resolution of any related dispute is a court of competent jurisdiction in Carson, California, United States of America.

**Warranties Disclaimers**

The materials contained in this Site and in linked sites directly or indirectly accessible from this Site are provided WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT. TIMEC

COMPANY, INC. DOES NOT WARRANT OR GUARANTEE THE ACCURACY OR COMPLETENESS OF THE MATERIALS OR THE RELIABILITY OF ANY MATERIALS DISPLAYED IN THIS SITE. THE USER AGREES THAT ANY RELIANCE ON SUCH MATERIALS SHALL BE AT HIS OR HER SOLE RISK. IN NO EVENT SHALL TIMEC COMPANY, INC. BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES RELATED TO THE USE OF THIS SITE OR ITS CONTENTS.

No oral advice or written information given to you by TIMEC COMPANY, INC. or any of its content providers, agents, or the like shall create any warranty. Neither TIMEC COMPANY, INC. or any of its content providers, agents, or the like warrants that access to, or use of, the Site will be uninterrupted, virus free, or error-free, or that the Site (including, without limitation, any content of the Site) will meet any particular criteria for performance or quality.

### **Limited License**

Subject to your continued compliance with the terms and conditions set forth in this Usage Policy, TIMEC COMPANY, INC. grants you a non-exclusive, non-transferable, limited right to access and use the information contained in this timec.com Website. TIMEC COMPANY, INC. authorizes you to view and download the materials at this Site only for your personal, non-commercial use. This authorization is not a transfer of title in the materials and copies of the materials and is subject to the following restrictions:

1. You must retain, on all copies of the materials downloaded, all copyright and other proprietary notices contained in the materials.
2. You may not modify the materials contained in this Site in any way or reproduce or publicly display, perform, distribute, or otherwise use them for any public or commercial purpose without express written permission from TIMEC COMPANY, INC.
3. You must not transfer the materials to any other person unless you give them notice of, and they agree to accept, the obligations arising under the terms and conditions of this Usage Policy.
4. You agree not to interrupt or attempt to interrupt the operation of this Site in any way.

### **No Waiver**

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Web site Usage Policy shall not be construed as a waiver of any provision or right.

Neither the course of conduct between you and TIMEC COMPANY, INC. nor the trade practice shall modify any provision of this Web site Usage Policy.

### **Indemnification**

You agree to indemnify TIMEC COMPANY, INC. and all of its content providers, agents and the like, in each instance from and against any and all claims, suits, liabilities, expenses (including, without limitation, attorneys' fees), and/or damages arising out of claims based upon your use of the Site including, without limitation, any claim of libel, defamation, violation of legal rights of others (including rights of privacy or publicity), loss of service by other subscribers and/or infringement of intellectual property of other rights.

### **Modification**

TIMEC COMPANY, INC. may at any time modify this Website Usage Policy and your continued use of this Site will be conditioned upon the terms and conditions in force at the time of your use.

### **Entire Agreement**

These terms and conditions, together with those incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supercedes any prior understandings or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except in writing or by making such amendments or modifications available on this site.