

## TERMS OF USE

PLEASE READ THE FOLLOWING CAREFULLY BEFORE REGISTERING FOR THE FITCHCO ON LINE SITE, AS THESE CONDITIONS AND TERMS GOVERN YOUR USE OF THE FITCHCO WEBSITE.

Fitchco (Fitch) is the owner of the website located at [www.fitchco.com](http://www.fitchco.com) (the Fitch site) and the Owner or authorized licensee of the content displayed on the Fitch site. Fitch operates the Fitch site for access by residents of the United States, its territories and possessions (the territory). Please exit the Fitch site if you reside out of the territory.

These terms of use (Terms of Use) govern your access to and use of the Fitch site generally, together with the Services (as defined below), application, software, information and Content (defined below) available through the Fitch site. The Fitch site is available for your access and use only on the condition that you agree to the Terms of Use. If you do not agree to all of the Terms of Use, do not access or use the Fitch site. By indicating your acceptance of the Terms of Use by clicking the I accept the buttons provided or otherwise using or accessing any of the Services, applications, software information and Content available through the Fitch site, you or the entity that you are authorized to represent (You or Your or Yourself) signify your acceptance of, and agreement with Fitchco to be bound by, these Terms Of Use. If You do not agree to be bound by these Terms Of Use, please exit the Fitch site. If at any time You are no longer authorized to form legally binding contracts under applicable law on behalf of Your employer related to Your use of the Fitch site, You may no longer access and use the Fitch site.

Please note that Your use of other websites provided by Fitch may be subject to different terms and policies which shall control as to those websites.

## DESCRIPTION OF SERVICES

The Fitch site allows you to obtain information from Fitch and use the services of Fitch for which you have received authorization, which may include, without limitation: (i) allowing You to conduct searches for product and provide You access to price lists, product availability, and Your account information; (ii) allowing You to print a quote for Your business customers based on information You have provided Fitch through software applications; (iii) enabling You to place orders directly to distribution centers; and (iv) enabling You to review product specifications and configure product and product requirements for certain vehicles based on specified data (collectively, "Services"). You acknowledge that certain services offered on the Fitch site are premium services and, therefore, you will only have access to and may only use those services if you have paid fees required by Fitch to receive those services as set forth below in the Fees section below.

## OWNERSHIP OF CONTENT

The Fitch site and all of its contents, including, but not limited to, all information, text, images, photographs, illustrations, design, icons, video clips, trademarks, copyrighted material, trade dress, software applications, specifications, catalogs, literature, technical information, advertisements and other content or material on the Fitch site (Content) are the sold property of Fitch, its vendors, licensors, licensees or other third parties. The rights in the Content are retained by the owner and are protected by copyright and other applicable law. Any use of any Content or the Services provided on the site, except as provided in these Terms of Use, without the written permission of Fitch is strictly prohibited. You are advised that Fitch reserves the right to enforce its intellectual property rights to the fullest extent of the law.

## REGISTRATION

Prior to accessing any of the Services, You must complete the Fitch online request form (Order Form) and be approved for an account by Fitch. The Order Form is available at (<http://fitchco.com/catalog/Login.aspx>). Fitch will review your Order form, and upon Fitch's approval of your Order Form, will send You a confirmation that Your account has been activated. You agree to provide accurate complete, current and true registration information about Yourself and Your company (as applicable) at all times throughout the registration process and Your subsequent use of the Services, and to promptly update Your information if any changes to the information occur. If the information You provide is not accurate, complete, current or true, or Fitch has reason to believe that it is not accurate, complete, current or true, Fitch may at its sole discretion, refuse to register You for an account or immediately suspend or terminate Your account or immediately suspend or terminate Your account, Your access to the Services, and the license granted under these Terms of Use.

Upon approval of Your Order form, You will receive a password and account designation. Only You, and authorized employees of the company registered for an account (if applicable) are permitted to access and use the Fitch site in accordance with these Terms of Use. You are responsible to maintain the confidentiality of the password and associated account information. You are prohibited from distributing, providing or otherwise making Your password available to any third party, and from downloading or copying any information You access on the Fitch site for the benefit of any third party. You are also responsible for any and all activities that occur under Your account or password, and any obligation which may result from such use. You agree to (a) immediately notify the Fitch Co Controller of any unauthorized use of Your account or password or any other breach of security, and (b) ensure that You exit from Your account at the end of each session. If You believe Your password has been stolen or might otherwise be misused, You are responsible for changing Your password.

## FEES

In consideration for the rights and licenses provided to access and use the Fitch site and services, You shall pay fees to Fitch according to [the cost schedule set forth on the Order Form](#). As applicable (Fees) and subject to the terms and conditions on the [Order Form](#). You acknowledge that products and services ordered through the Fitch site may be subject to additional fees and costs and terms and conditions regarding those orders.

## LICENSE AND USE OF SERVICES

You agree to use the Fitch site and Services only for the purposes for which they are designed. Subject to these Terms of Use, and upon issuance of the appropriate password, user ID and account designation, Fitch grants You a limited, personal, nontransferable, non-sublicensable, revocable license to access and make informational use of the Fitch site, Services and Content, solely for those business purposes permitted by Fitch, which may include, without limitation, obtaining product information and specifications for Your own business use, for the purpose of supplying quotes to Your business customers and to place orders directly to Fitch. In accordance with the limited license granted above, You may view, copy and print individual pages from the Fitch site but You may not download (other than page caching) or modify the Content, Except for the limited license, Fitch does not convey to You any right or interest in the Fitch site, Services, Content or information available through the Fitch site or software applications.

## LIMITATIONS ON LICENSE

All rights not expressly granted to You under these Terms Of Use are reserved and retained by Fitch. You shall not, directly or indirectly, without the express written consent of Fitch, (i) copy, reproduce, modify, create derivative works from or adapt or translate the Fitch site or any Content; (ii) reverse engineer, decompile, or disassemble any software or technology provided in connection with the Fitch site; (iii) offer for sale, sell, distribute, transfer, assign, sublicense, lend or encumber the Fitch site software or any license or right granted in these Terms Of Use or otherwise make any resale use of the Fitch site or Content; (iv) insert a virus, Trojan horse or other disabling mechanism; (v) collect and use or aggregate any product listings, descriptions, or prices; (vi) make any derivative use of the Fitch site or Content; (vii) use data mining, robots, or similar data gathering and extraction tools in connection with the Fitch site; (viii) frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form); or (ix) use any meta tags or any other "hidden text" utilizing Fitch name or trademarks. Any unauthorized use may result in termination or suspension of Your account or access to the Fitch site.

You are further prohibited from using the Fitch site or any of its Contents (i) to post or transmit any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law; (ii) for any purpose that is unlawful or is prohibited by These Terms of Use; (iii) in any manner which could damage or disparage Fitch; (iv) in any manner that could disable, overburden, or impair the Fitch site or interfere with any other party's use and enjoyment of the Fitch site; or (v) to obtain or to attempt to obtain any materials, or information through any means not intentionally made available or provided for through the Fitch site. Tampering with the Fitch site, misrepresenting the identity of a user, using buying agents or conducting fraudulent activities on the Fitch site are strictly prohibited. Fitch will fully cooperate with any law enforcement authorities or any court order requesting or directing Fitch to disclose the identity of anyone posting or transmitting any such information or materials. Any advertising or commercial solicitation on the Fitch site is prohibited, except with the prior written permission of Fitch.

## TERMINATION OF ACCESS TO THE FITCH SITE

In addition to other access termination rights set forth in these Terms of Use, Fitch may terminate Your right to use the Fitch site and may prevent access by You to the Fitch site in its sole discretion, at any time upon thirty (30) days prior written notice to You, Fitch may immediately suspend Your rights hereunder and Your access to and use of the Fitch site without notice and may terminate Your account license to the Fitch site if any of the following events occur: (i) You fail to pay fees, charges or costs when due; (ii) Fitch determines that You have breached any obligation, representation or warranty of these Terms of Use; or (iii) If You notify Fitch in writing or by any action, or of Your refusal to accept any modification by Fitch to these Terms Of Use.

#### EQUIPMENT

In order to use the Fitch site, You must obtain access to the Internet. You are responsible for providing Your own Internet access. You shall be responsible for obtaining and maintaining all telephone, computer hardware, modems and other equipment needed for access to and use of this site and all charges related thereto including but not limited to telephone access charges and internet service fees. Fitch is not responsible for providing You with Internet access or for any failure of Your internet service provider. You shall pay and be responsible for any and all sales taxes, use taxes any other taxes imposed by any jurisdiction as a result of (i) Your access to the Fitch site; (ii) the performance of any of the provisions of these Terms Of Use, and (iii) the transfer of any rights or any other grant hereunder.

#### THIRD PARTY SOFTWARE

You acknowledge and agree that certain portions of the Fitch site may utilize or communicate with software developed by Third Parties or with Third Party Internet Service Providers not under the control of Fitch. Licensee agrees to look solely to such Third Party vendors for remedies, losses or damages related to the Third Party Software and Services. For purposes of this paragraph Third Party shall mean any person or entity other than Fitch or one of its affiliate entities.

#### LICENSEE INFORMATION

You grant Fitch Co a perpetual, irrevocable, worldwide, nonexclusive, royalty free, fully paid-up right and license to any information You provide to the Fitch Co site to (i) produce, transmit, perform, display, access any use Your information as Fitch deems necessary to provide the services and fulfill orders, etc.; (ii) to conduct analyses in order to make or offer changes or enhancements to services, features or functionalities available from Fitch Co; and (iii) to perform statistical analyses of Your behavior, characteristics and experience in order to measure actual or potential interest in or use of various features, functionalities, or offerings.

#### FEEDBACK AND SUBMISSIONS

Fitch co encourages You to report to Fitch any defects, errors, or faults You find in the Fitch site or with any services relating to any access or use of the site, or any exchange of information or data therewith. Such report should document to the best of your ability, the events that led up to the problems with the Fitch site and the manifestations of such problem(s). Fitch also encourages You to inform Fitch of Your opinions regarding the design of the Fitch site and services, its performance, its suitability for its projected use, its limitations, its appearance, its ease of access and use and the exchange of information and data with the Fitch site. This information and any other comments, information data or suggestions that You provide to Fitch shall be collectively referred to herein as Feedback. You acknowledge and agree that Fitch shall own all rights, title and interest in and to all Feedback, and Fitch shall be free to reproduce, use disclose, exhibit, display, perform, transform, create derivative works based on such Feedback, distribute, offer for sale, sell, transfer and assign such Feedback to other without limitation. Fitch shall have no obligation to keep confidential any Feedback. This section does not affect Your obligation to keep such Feedback confidential pursuant to the confidentiality requirements of these Terms of Use.

#### LICENSEE REPRESENTATIONS

Licensee represents and warrants that (i) You are an individual that resides in, or a business entity with, a principal place of business in the Territory; (ii) You are authorized to agree to these Terms of Use and perform the obligations set forth in these Terms of Use; (iii) You will only use the services solely for the purpose authorized pursuant to these Terms of Use; (iv) You will not provide any information You obtain from the Fitch site to third parties, other than as quotes to Your business customers, and (v) all information provided to Fitch in connection with this Fitch site, including, without limitation, registration information and content is true, correct and accurate. PRODUCT, SERVICE AND TECHNICAL INFORMATION ON THE FITCH SITE FITCH has made a conscientious effort to display and describe the products, services and related specifications available on the Fitch site accurately and completely. However, the detail and the accuracy of the image and specifications of products that You see as a visitor to the Fitch site will depend on a number of things, including Your computer equipment and internet connections. Consequently Fitch cannot and does not guarantee that the product images, services or specifications displayed or described to You on the Fitch site are or will remain accurate in every detail. Furthermore, Fitch is constantly updating the products, services depicted on the Fitch site in response to the technological advancements made in the industry. You agree that the technical information, opinions, recommendations and other information made available to You on the Fitch site and other sites to which the Fitch site is linked, including recommendations regarding product selections are not reasonable substitutes for thorough consultation with appropriately trained professionals familiar with Your particular needs and circumstances.

The products and services depicted on the Fitch site are available only while supplies last. Fitch reserves the right to discontinue the offering for sale of any product or service at any time, without notice. Fitch is not a party to any sales or other transaction that You may make with a customer by phone, online, or otherwise. Fitch, therefore, does not guarantee that any customer will honor any commitment, promise or other obligation to You.

YOU ACKNOWLEDGE THAT ANY QUOTES PROVIDED BY THE FITCH CO SITE ARE VALID ONLY UNTIL MIDNIGHT EASTERN STANDARD TIME OF THE DAY YOU REQUESTED THE QUOT. FITCH IS NOT RESPONSIBLE FOR ANY PRICE CHANGE THAT OCCURS AFTER THAT TIME.

#### CONFIDENTIALITY

You acknowledge and agree that the Fitch site contains valuable trade secrets and confidential information owned by Fitch, including but not limited to the cost to Fitch of the products and services offered for sale on the Fitch site, the development status of the Fitch site software, the features operation, security features, performance, capabilities, and functionality of the Fitch site software, content and flow of the Fitch site software screens, the method and pattern of use interaction with the Fitch site software, the content of the Fitch site documentation. You shall take all reasonable precautions to prevent disclosure of the confidential information and trade secrets of Fitch and shall not, for and on behalf of yourself or any other person, either directly or indirectly, use or disclose such confidential information or trade secrets except (i) as expressly authorized under these Terms of Use (ii) as authorized in writing by Fitch; or (iii) as required by a law or a governmental agency, provided Fitch is notified first of such order or request and is given a reasonable opportunity to oppose or limit such court order or other governmental requirement. If you have executed a Non-Disclosure Agreement with Fitch relating to the subject matter of the Fitch site, such Non-Disclosure Agreement shall take precedence over this provision, to the extent such Non-Disclosure Agreement conflicts with these Terms of Use.

Within (10) ten business following termination or suspension of the license granted to You under these Terms of Use, you must deliver to Fitch all materials provided to You in connection with the Fitch site, including without limitation, any copies or derivatives therefrom, or certify that all such materials in Your possession have been permanently and irretrievably destroyed.

The covenants of confidentiality set forth in these Terms of Use will continue and must be maintained during Your use of the Fitch site and (1) with respect to trade secrets, at any and all times after the expiration or termination of Your license under these Terms of Use during which such trade secrets retain their status a "trade secret" under applicable law, and (2) with respect to confidential information, for the longer of a period equal to two (2) years after the expiration or termination of Your license under these Terms of Use or until such confidential information no longer qualifies as confidential under applicable law, whichever is later.

#### THIRD PARTIES

The Fitch site may contain products and services offered by, and hypertext links to websites owned or operated by, parties other than Fitch. Such product, services and links are provided for Your convenience only. Fitch is not responsible for examining or evaluating, and does not warrant the offerings of, any of these third parties, and does not control the content or privacy policies on, or the security of such sites. Without limiting the foregoing, Fitch specifically disclaims any responsibility if such Linked Sites infringe any third party's right; are inaccurate, incomplete or misleading; are not merchantable or fit for a particular purpose, do not provide adequate security; contain viruses or other items of a destructive nature; or are libelous or defamatory. Fitch does not endorse the content, or any products or services available on such Linked Sites. If You establish a link to such Linked Sites, You do so at Your own risk and without the recommendation or permission of Fitch. Any concerns regarding any product or service offered by a Linked Site or the link itself should be directed to the operator of that specific site and not to Fitch.

#### LINKS TO THE FITCH SITE

You agree not to establish a hypertext link to the Fitch site or any pages hereof without Fitch Co written consent.

#### DISCLAIMER OF WARRANTIES

THE FITCH SITE AND CONTENT ARE SUBJECT TO CHANGE AND ARE PROVIDED TO YOU "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDED BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND FITCH, ITS SUBSIDIARIES AND AFFILIATES, LICENSORS AND SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW EXPRESSLY DISCLAIM ALL SUCH WARRANTIES. Without limiting the foregoing, Fitch neither warrants nor represents that (i) Your use of the Fitch site, or any services or content will not infringe the rights of any third parties; (ii) the content will be accurate, reliable, complete or up to date; (iii) Content provided on the Fitch site is applicable to, or appropriate for use in, locations outside of the United States; (iv) Your access to the Fitch site will be uninterrupted or error free; (v) You or Your customers will be satisfied with any of the products or services that You purchase from the Fitch site or any Linked Site; or (vi) any error in the Fitch site software will be corrected. For any discussions, chats, postings, transmissions, bulletin boards, and the like that may be on the Fitch site, Fitch assumes no responsibility or liability from anything arising from any infringing, threatening, false, misleading, abusive, harassing, libelous, defamatory, vulgar, obscene, scandalous, inflammatory, pornographic, or profane material or any material that could constitute or encourage conduct that would be considered a criminal offense, give rise to civil liability, or otherwise violate any law, contained in any such locations on the Fitch site.

#### LIMITATION OF LIABILITY

YOUR USE OF THE FITCH SITE IS AT YOUR OWN RISK AND YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND THE PERFORMANCE OF THE FITCH SITE AND THE ACCURACY OR COMPLETENESS OF ITS CONTENT AND SERVICE, AND IN NO EVENT SHALL FITCH BE RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM YOUR USE OF THE FITCH SITE, DOWNLOAD OF ANY CONTENT OR ANY ACCESS TO LINKED SITES, UNDER NO CIRCUMSTANCES SHALL FITCH, NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, OFFICERS OR DIRECTORS, NOR ANY OF ITS AGENTS OR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE FITCH SITE, BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING WITHOUT LIMITATION, COSTS OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOST PROFITS OR LOST DATA, INJURY, ILLNESS OR DEATH, AND ANY SUCH DAMAGES INCURRED FROM ANY THIRD PARTY) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR INABILITY TO USE THE FITCH SITE, CONTENT OR SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE (EVEN IF ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES). IN NO EVENT SHALL FITCH OR ANY OF ITS THIRD PARTY PROVIDERS LIABILITY FOR ANY DAMAGES (DIRECT OR OTHERWISE) OR PENALTIES OR LOSS, REGARDLESS OF THE FORM OF THE CLAIM, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EXCEED THE AMOUNT OF FEES PAID BY YOU FOR ACCESS TO THE FITCH SITE FOR THE PRECEDING TWELVE (12) MONTH PERIOD IN THE AGGREGATE. If You are dissatisfied with any portion of the Fitch site, or with any of these Terms of Use, except as set forth above, Your sole and exclusive remedy is to discontinue using the Fitch site.

#### INDEMNIFICATION BY YOU

You agree to indemnify, defend and hold harmless Fitch, its employees, directors, officers, agents, parents, subsidiaries and affiliates from and against any and all claims, demands, damages and costs, including reasonable attorneys' fees and related expenses, arising from or related to Your unauthorized use of the Fitch site or the material provided therein, any breach by You of these Terms of Use and any claim that You have violated another's privacy rights by collecting or using information about that person.

#### EXPORT CONTROL

Software and other materials from the Fitch site may be subject to United States Export Control. The United States Export Control laws prohibit the export of certain technical data and software to certain territories. No Fitch site software may be downloaded or exported (a) into any other country to which the United States has embargoed goods; or (b) anyone on the United States Treasury Department's list of Specially Designated Nationals or the US Commerce Department's Table of Deny Orders. Fitch does not authorize the downloading or exportation of any software or technical data from the Fitch site to any jurisdiction prohibited by the United States Export Laws.

#### ELECTRONIC COMMUNICATIONS

When you visit the Fitch site or send emails to us, You are communicating with us electronically. You consent to receive communications from us electronically.

#### NOTICES

Fitch may provide notices to You by email or regular mail. Such notices may include changes to the services or these Terms of Service, and may refer to relevant links on the community internet website. You agree that all agreements, notices, disclosures and other communications that we provide to You electronically satisfy any legal requirement that such communications be in writing.

#### REVISIONS TO THE TERMS

Fitch may at any time and without notice revise these Terms of Use by updating this posting. You are bound by any such revisions by accessing and/or using the Fitch site following such revisions and should therefore periodically visit this page to review the current Terms of Use.

#### QUESTIONS AND COMPLAINTS

Fitch hopes that You are fully satisfied with the Fitch services. Should You have any questions about the services or be dissatisfied with any aspect of the services, please email Your question or complaint by mail to : [support@fitchco.com](mailto:support@fitchco.com).

#### VIOLATIONS OF TERMS AND CONDITIONS OF SERVICE

Should you become aware of any violations of these Terms of Use, please email reports of such violations to : [support@fitchco.com](mailto:support@fitchco.com) with the word violation in the subject of your message.

#### INJUNCTIVE RELIEF

If You breach or threaten to breach these Terms of Use, You acknowledge and agree that Fitch will be greatly and irreparably damaged and that the damage will be difficult to quantify. Therefore, Fitch may apply to any court of competent jurisdiction for injunctive or equitable relief under this specific provision. Such a determination will not impair, invalidate, negate or void Fitch's rights to relief in law or equity.

#### GENERAL PROVISIONS

These Terms of use and Your use of the Fitch site are governed by the laws of Maryland, without regard to the conflict or choice of law principles. Any dispute relating in any way to your visit to the Fitch site or to products or services you purchase through the Fitch site shall be submitted to confidential arbitration in Baltimore, Maryland, except that to the extent you have in any manner violated or threatened to violate Fitch's intellectual property rights, Fitch may seek injunctive or other appropriate relief against You in a court of competent jurisdiction. Arbitration will be conducted under the then prevailing rules of the American Arbitration Association. The arbitrator's award shall be binding and shall be entered as a judgment in any court of competent jurisdiction. You agree that any claim of cause of action arising out of or related to Your use of the Fitch site or its content of services must be filed within one year after such claim or cause of action arises. Fitch's performance of these Terms of Use is subject to existing laws and legal process, and Fitch reserves the right to comply with governmental, court and law enforcement requests or requirements relating to Your use of the Fitch site or information provided or gathered by Fitch with respect to such use. You agree that no joint venture, partnership, employment or agency relationship exists between You and Fitch as a result of these Terms of Use or by Your use of the Fitch site. If any part of these Terms of Use is determined to be invalid or unenforceable pursuant to applicable law, then the remainder shall continue in effect. Unless otherwise specified herein, these Terms of Use constitute the entire

agreement between You and Fitch with respect to the Fitch site and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between You and Fitch with respect to the Fitch site. In the event that any of these Terms of Use conflict with any other terms and guidelines contained within the Fitch site, then these Terms of Use shall control.