

## Engage360™ TERMS OF USE

These Terms of Use (“Terms”) govern your use of the **Engage360™ Training** website (“**Website**”) and Content (as defined herein). The Website is operated by and presents information and content that is owned or licensed by Continental Tire the Americas, LLC, its parents, subsidiaries and affiliates (“CTA”). When used in these Terms, “**we**”, “**our**”, and “**us**” refer to CTA, and “you” and “your” refers to any individual, company, or legal entity that accesses or otherwise uses this Website and/or Content.

BY ACCESSING AND USING THE WEBSITE, SETTING UP A USER ACCOUNT, CLICKING THE “ACCEPT” BUTTON, AND/OR ACCESSING ANY OF CONTENT, YOU ACCEPT THESE TERMS AND OUR PRIVACY POLICY. If you do not agree with these terms and conditions, you should immediately cease use of this Website and Content.

CTA reserves the right to change the Website, any of Content, and these Terms at any time without prior notice. The changes may include superseding terms and conditions or specific notices. YOU SHOULD REVIEW THESE TERMS FROM TIME TO TIME TO BE AWARE OF ANY CHANGES THAT ARE MADE. Your continued use of this Website constitutes your acceptance of any change or update, all of which shall become controlling when posted.

### 1. WEBSITE OVERVIEW.

a. Overview. Engage360 is an online product training site. Users can take on-demand training modules and earn and redeem points for branded merchandise (“Points Program”).

b. Account Set-Up. You may create an account by creating a unique username and password that is associated with a verifiable email address. To create an account click here: [www.engage360training.com](http://www.engage360training.com) (You need to have a valid account number with Continental to register).

c. Unauthorized Use. If you choose to create an account, you will be a “**Registered User**.” As a Registered User, you are solely responsible for maintaining the confidentiality of your user name and password. You are also solely responsible for all activities conducted through your account, whether by you or someone else. You must immediately notify us of any unauthorized use of your account.

d. Points Program. We reserve the right to modify, suspend, or terminate the Points Program, or any part thereof, at any time without notice to you. The merchandise and other products made available in the Points Program are subject to change, and are offered “AS IS”, with no warranties of any kind.

### 2. RIGHT TO ACCESS.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable right to access and use the Website and Content as expressly permitted herein. We reserve all rights not expressly granted in these Terms.

### 3. OUR PROPRIETARY RIGHTS.

The Website and all logos, trademarks, buttons icons, images, pictures, graphics, content used in connection with the Website (collectively referred to as “**Content**”) are protected by intellectual property laws, and are exclusively owned and/or controlled by us. None of the information on the Websites is to be interpreted as granting licenses or permission to use

Content except as strictly necessary to access the Website. Any use of Content requires our express written consent.

**ANY UNAUTHORIZED USE, MODIFICATION, REPUBLISHING, TRANSMITTING, DISTRIBUTING OR DUPLICATING OR ANY OTHER MISUSE OF CONTENT IS PROHIBITED.**

#### **4. DISCLAIMER OF WARRANTIES.**

CTA does not warrant that the Website will operate error free or is free from viruses, worms, Trojan horses, or other destructive or harmful code. CTA assumes no liability or responsibility for any damages to you, your computer, or other property due to your access to, use of, or downloading of Content. If you download or copy Content from this Website, you are responsible for taking all reasonable precautions necessary to ensure the security and integrity of your computer and systems, including employing current virus protection software.

YOU UNDERSTAND AND AGREE THAT THE WEBSITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE AND/OR OUR RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE AVAILABILITY OF THE WEBSITE OR THE CONTENT YOU OR OTHER USERS SUBMIT. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. WE DISCLAIM TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER, TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, YOU HEREBY RELEASE US FROM ANY AND ALL CLAIMS OR LIABILITY RELATED TO ANY PRODUCT OR SERVICE OFFER BY OTHER USERS, ANY ACTION OR INACTION BY OTHER USERS, INCLUDING OTHER USER'S FAILURE TO COMPLY WITH THE TERMS. THE FUNCTIONS AND FEATURES OF THE WEBSITE ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY CONTENT. YOU ASSUME THE ENTIRE RISK OF LOSS OF CONTENT AND/OR DAMAGE DUE TO YOUR USE OF THE WEBSITE.

#### **5. LIMITATION OF LIABILITY.**

YOUR USE OF THE WEBSITE AND CONTENT IS ENTIRELY AT YOUR SOLE RISK. NEITHER WE NOR OUR, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND/OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

#### **6. INDEMNIFICATION.**

You shall indemnify, defend and hold harmless us and our officers, directors, employees, shareholders, and agents for any and all loss cost, disputes, demands claims and liabilities (including reasonable attorneys' fees) arising out of or incurred due to: (i) your breach of these Terms; (ii) your use or misuse of the Website or Content; (iii) your violation of any law or the rights of any third party; and/or (iv) your interaction with other Website users.

## **7. TERMINATION.**

We may terminate or restrict your use of or access to the Website or Content at any time, without notice, and with no liability to you or any third party. At that time, we may delete information you have submitted via the Website. The following Sections shall survive termination of these Terms or any termination of your use of the Website and Content: 2(a), 4, 5, 6, 7, 8, 10, 15 and 16.

## **8. CHANGES TO WEBSITE AND TERMS OF USE.**

From time to time, we may modify, suspend or discontinue any feature associated with your access and use of the Website and/or Content. We shall not be liable to you for any modification, suspension or discontinuance (in part or wholly) of the Website and/or features associated with the availability or use of Content. We may establish additional policies and practices concerning use of the Website and Content made available through the Website. Accordingly, we reserve the right to change these Terms (in part or wholly) at any time, with or without prior notice. We will notify you of any such changes by posting updated Terms at [https://www.engage360training.com/privacy/Engage360\\_TermsOfUse\\_2021.pdf](https://www.engage360training.com/privacy/Engage360_TermsOfUse_2021.pdf) and/or by notifying you via the email address linked to your account.

## **9. GLOBAL AVAILABILITY OF PRODUCTS**

There may be information on this Website about CTA products not available in your country or region. Inclusion of such information on this website is not intended to announce product availability anywhere in the world. Consult with your local dealer or representative to learn more about future plans for products not yet available to you.

## **10. THIRD PARTY LINKS.**

Some Content may incorporate links to third party websites. Some third party websites may collect data or solicit personal information from you. We neither own nor control such third party websites and is not responsible for their content or actions. Please read the terms and conditions and privacy policies of any third party website that may be linked to the Website.

## **11. PRIVACY.**

We collect and use information about you and your use of the Website and Content for the purpose of making the Website and Content available to you and for developing and improving the Website. Please review our Privacy Policy for more information at [https://www.engage360training.com/privacy/CCPA\\_Compliant\\_PrivacyPolicy\\_2021.pdf](https://www.engage360training.com/privacy/CCPA_Compliant_PrivacyPolicy_2021.pdf).

## **12. COMMUNICATIONS.**

By agreeing to these Terms, you consent to receive communications sent from or on our behalf regarding the Website, Content and/or your rights and obligations under these Terms.

## **13. CHOICE OF LAW AND VENUE.**

These Terms are governed by the substantive laws of the State of North Carolina, U.S.A., without respect to its conflict of law principles. You agree to submit to the jurisdiction of the courts situated in Mecklenburg County, Charlotte, North Carolina, U.S.A., with respect to any dispute, disagreement, or cause of action related to or involving the Website and/or Content. If any provision is found to be invalid by any court having competent jurisdiction, the invalidity of

such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any of these Terms shall be deemed a further or continuing waiver of such term or any other term. Except as expressly provided elsewhere in our website, these Terms constitute the entire agreement between you and CTA with respect to your use of this Website.

#### **14. DISPUTE RESOLUTION.**

If you have a dispute with us relating to the Website or Content, immediately cease all use of the Website/Content. Except as provided in this Section 14, ceasing all use of the Website and Content is your only remedy with respect to any such dispute that you may have with us.

You expressly acknowledge and agree that the sole and exclusive venue for resolving any controversy or claim arising out of or relating to these Terms, or otherwise relating to any rights in, access to or use of the Website and/or Content shall be binding arbitration, under the then-current CPR Rules for Non-Administered Arbitration. Unless prohibited by applicable law, the any the any such arbitration will take place in Mecklenburg County, Charlotte, North Carolina, U.S.A. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event that this provision is held invalid or unenforceable, the remaining portions of this section shall remain in full force and effect. **YOU AGREE NOT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR COLLECTIVE ARBITRATION.**

#### **15. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.**

If you believe that your work or the work of another is being used in a manner that constitutes copyright infringement, please notify us at [Lyndsey.Bowlus@conti-na.com](mailto:Lyndsey.Bowlus@conti-na.com). Your notification must include the following:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest.
- a description of the copyrighted work or other intellectual property that you claim has been infringed.
- a description of where the material that you claim is infringing is located on the Website;
- your address, telephone number, and email address.
- 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.
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

#### **16. OUR CONTACT INFORMATION.**

If you have any questions or concerns, please contact us at: **Continental Tire the Americas, LLC** 1830 MacMillan Park Drive Fort Mill, SC 29707 or (704) 583-3900.

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