

## TERMS OF USE

1. **INTRODUCTION AND ACCEPTANCE.** The following Terms of Use (the “Agreement”) are a legal agreement between Toyota Motor Engineering & Manufacturing North America, Inc. or any other Toyota Motor Engineering & Manufacturing North America, Inc. subsidiary or Toyota affiliate (“Toyota”; “we” or “us”) and any user of or visitor to ToyotaSupplier.com website (“User”).<sup>1</sup>

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE TOYOTASUPPLIER.COM WEBSITE (THE “WEBSITE”). BY ACCESSING AND/OR USING THE WEBSITE (OTHER THAN TO READ THIS AGREEMENT FOR THE FIRST TIME) EACH USER IS ACKNOWLEDGING THAT THE USER HAS READ, UNDERSTANDS AND AGREES TO COMPLY WITH THIS AGREEMENT, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION 12 BELOW. IF A USER DOES NOT AGREE TO BE BOUND BY THIS AGREEMENT, THE USER SHOULD NOT ACCESS OR USE THE WEBSITE.

User agrees that this Agreement is supported by good and valuable consideration the receipt and sufficiency of which is hereby acknowledged. Such consideration includes, without limitation, access to and use of the Website.

In addition to this Agreement, we have established a Privacy Statement to explain how we collect and use information. A copy of our Privacy Statement can be found here: [<http://www.toyotasupplier.com/privacy.pdf>] and is incorporated by reference into this Agreement. By accessing or using the Website, User is also signifying acknowledgement and agreement to our Privacy Statement.

2. **INTELLECTUAL PROPERTY.** The Website, including, without limitation, any content that may be made available on or through it and all intellectual property rights to the same, is owned by us, our licensors, or both. Additionally, all trademarks, service marks, trade names and trade dress that may appear on the Website are owned by us, our licensors, or both. Except for the limited use rights granted to User in this Agreement, User shall not acquire any right, title or interest in the Website. Any rights not expressly granted in this Agreement are expressly reserved.
3. **WEBSITE ACCESS AND USE.** User will use the Website only for lawful purposes. User agrees to take all necessary precautions to ensure that all content or other material posted or made available within the Website does not contain any viruses or other computer programming that may damage or interfere with the operations of the Website. User also agrees to comply with all procedures, rules and policies established by us for the Website.<sup>2</sup> In addition, User agrees to comply with all applicable federal, state and local laws and regulations, including without limitation, copyright law.

User will not violate the privacy rights of other Users of the Website, disclose, copy, alter or modify the software or other functions of the Website. User will not attempt to or interfere with the proper working of the Website or impair, overburden, or disable the same. User will not copy, modify, adapt, distribute, transmit, remove or delete the content and information provided by us. User will not encourage conduct that violates any local, state or federal law, either civil or criminal, or impersonate another user, person, or entity.

User will not transmit any unlawful, harmful, threatening, abusive, harassing, defamatory, obscene, sexually explicit, racially, ethnically or otherwise objectionable material of any kind. User will not allow for or create a link to the Website, or create any frames at any other sites pertaining to any of the content and information in or on the Website.

User will not use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit any portion of the Website for any purpose whatsoever without obtaining prior written consent from us. In certain instances, we may permit a User to download or print content made

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<sup>1</sup> User also includes any party (including a Toyota supplier) using the Website as a gateway to the “Toyota Supplier Network” which includes (1) the Toyota World Wide Automotive Real Time Purchasing System (“WARP”) and (2) the WARP Supplier Interface (the “Supplier Interface”) (collectively, the “Toyota Supplier Network”).

<sup>2</sup> User also agrees to comply with all procedures, rules and policies established by us for the Toyota Supplier Network.

available on the Website. In such a case, User may download or print (as applicable) one copy of the same. User acknowledges that User does not acquire any ownership rights by downloading or printing Website content and information.

4. **WEBSITE CONTENT.** We provide the Website including, without limitation, Website content and information for commercial use by our suppliers and vendors. User may not rely on any information and opinions expressed on any of the Website for any other purpose.
5. **LINKS TO PRIVATE SITES.** The Website may contain links to other sites, including private sites for certain Users, such as the Toyota Supplier Network. These private sites are operated and maintained separately from the Website, and may contain modules within the private sites that are provided, operated and/or maintained by third parties. As such, these private sites and certain modules contained within the private sites are governed by separate Privacy Statements and Terms of Use.
6. **TERMINATION OF ACCESS.** We reserve the right in our sole discretion and at any time to terminate, suspend or block a User's access to the Website for any reason including, without limitation, if a User has failed to comply with the letter and spirit of this Agreement. User agrees that we shall not be liable to User or any third party for any termination, suspension, or blocking of User's ability to access the Website.

Any suspension or termination shall not affect User's obligations to us under this Agreement. The provisions of this Agreement which by their nature should survive the suspension or termination of User's access to the Website or this Agreement shall survive including, but not limited to the warranties, indemnities, releases, disclaimers, limitations on liability, and provisions related to choice of law as well as all of the miscellaneous provisions in Section 13.

7. **DISCLAIMER. USER EXPRESSLY AGREES THAT USE OF THE WEBSITE AND THE TOYOTA SUPPLIER NETWORK IS AT USER'S SOLE RISK. THE WEBSITE AND THE TOYOTA SUPPLIER NETWORK AND ALL MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY ELECTRONIC FORMS, MANUALS, DATA, CONTENT, INFORMATION AND SOFTWARE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. TOYOTA, WITHOUT LIMITING THE FOREGOING, SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO: (1) WARRANTIES OF TITLE, MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY, OR FITNESS FOR ANY PARTICULAR PURPOSE; (2) WARRANTIES THAT THE WEBSITE WILL MEET USER REQUIREMENTS; AND (3) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, APPROPRIATENESS, RELIABILITY, TIMELINESS, USEFULNESS, OR OTHERWISE OF THE WEBSITE AND THE TOYOTA SUPPLIER NETWORK, ITS CONTENT, ANY ELECTRONIC FORMS OR MATERIALS OR ANY INFORMATION OR CONTENT POSTED ON OR OTHERWISE ACCESSIBLE VIA THE WEBSITE AND THE TOYOTA SUPPLIER NETWORK.**
8. **LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL TOYOTA OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, OR THEIR RELATED COMPANIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF TOYOTA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH THE WEBSITE OR THIS AGREEMENT. USER'S SOLE REMEDY FOR DISSATISFACTION WITH THE WEBSITE INCLUDING, WITHOUT LIMITATION, THE WEBSITE CONTENT IS TO STOP USING THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR ANY LINKS ON THE WEBSITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE WEBSITE OR ANY LINKS ON THE WEBSITE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY ON THE WEBSITE.**

**NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF TOYOTA AND ITS OFFICERS, DIRECTORS, EMPLOYEES, PARENTS, PARTNERS, SUCCESSORS, AGENTS, DISTRIBUTION PARTNERS, AFFILIATES, SUBSIDIARIES, AND THEIR RELATED COMPANIES EXCEED THE GREATER OF THE TOTAL PAYMENTS RECEIVED FROM USER BY TOYOTA DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR \$100. FURTHERMORE, USER AGREES THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF THE WEBSITE OR THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**

**IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FORGOING LIMITATIONS MAY NOT APPLY TO USER. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.**

- 9. CHOICE OF LAW; JURISDICTION AND VENUE.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky without regard to its conflict of laws rules. Any legal proceedings against Toyota that may arise out of, relate to, or be in any way connected with the Website or this Agreement shall be brought exclusively in the state and federal courts of Kentucky and User waives any jurisdictional, venue, or inconvenient forum objections to such courts.
- 10. NO CLASS ACTIONS. TO THE EXTENT ALLOWED BY LAW, TOYOTA AND USER EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.**
- 11. NO TRIAL BY JURY. TO THE EXTENT ALLOWED BY LAW, TOYOTA AND USER EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.**
- 12. AMENDMENT; ADDITIONAL TERMS.** We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of the Website or to modify this Agreement. In addition, we reserve the right to provide User with operating rules or additional terms that may govern use of the Website generally, unique parts of the Website, or both (“Additional Terms”). Any Additional Terms that we may provide will be incorporated by reference into this Agreement. To the extent any Additional Terms conflict with this Agreement, the Additional Terms will control.

Modifications to this Agreement or Additional Terms will be effective immediately upon notice, either by posting on the Website or by notification by email or conventional mail. It is the User's responsibility to review this Agreement and the Website from time to time for any changes or Additional Terms. User's access and use of any the Website following any modification of this Agreement or the provision of Additional Terms will signify assent to and acceptance of the same. If a User objects to any subsequent revision to this Agreement or to any Additional Terms, User must immediately discontinue use of the Website.

- 13. MISCELLANEOUS.** No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import. If any provision of this Agreement is held to be invalid or unenforceable, the invalidity of such provision shall not affect the validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

User consents to receive communications from us electronically. User agrees that we have the right to communicate by email or by posting notices on the Website. User agrees that all agreements, notices, disclosures and other communications that we provide User electronically shall meet any legal requirement that such communications be in writing.

If User is a not a Toyota supplier, then this Agreement (including the Privacy Statement and any Additional Terms incorporated by reference) constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersede all previous written or oral agreements between us with respect to such subject

matter.

If User is a Toyota supplier, then this Agreement (including the Privacy Statement and any Additional Terms incorporated by reference) is a Contract Document as that term is defined in the Terms and Conditions. To the extent any conflict arises between the provisions of this Agreement and the Terms and Conditions, the Terms and Conditions shall control where this Agreement is silent, otherwise provisions of this Agreement, including the procedures, terms and conditions for the Toyota Supplier Network shall control with regard to the Toyota Supplier Network.

User may not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by User without the appropriate prior written consent will be null and void and of no force and effect. We may assign this Agreement or any rights hereunder without User's consent and without notice.

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