

Continental Crimper Privacy Policy

Welcome to Continental Crimper application (“Application” or “Service”). This Privacy Policy describes how ContiTech USA, Inc. protects any personal information (i.e., information that can be used to identify You) that ContiTech collects about You when You set-up and use the Service. It also outlines how ContiTech uses the information it collects about You. By using the Service, You agree to the terms of this Policy, and consent to ContiTech’s use of the information collected through the Service.

Personal Information ContiTech Collects When You Sign-Up for the Continental Crimper Service

ContiTech may collect personal information that can be used to identify You individually, such as Your name, address, and e-mail address, when You register as a user of the Service.

Personal Information ContiTech Collects When You Use the Service

ContiTech collects and stores the personal information You provide when You request any type of information from us, in print or electronic form. This includes location information when You request information about asset location. We use this information to fulfill Your information request, including providing access to the Service.

Aggregated and Anonymized Information

We may remove identifying data from Your personal information and combine or aggregate it with other anonymized information for various uses, including to better understand how You and other subscribers use the Service and to enhance the Services. ContiTech does not consider such aggregated or anonymized information to be personal information and may share such information with third parties.

How ContiTech Uses Your Personal Information

ContiTech employees may have access to Your personal information in order to provide the Service and respond to Your requests for information. We may also provide Your personal information to third-party vendors who supply ContiTech with software applications, web hosting and other technologies or services necessary to supply the Service. Unless You give these vendors consent, they are only permitted to use Your personal information as needed to supply the Service.

Except as provided in this Policy, it is ContiTech's policy not to provide third party access to Your information unless You provide written consent or as required (a) by legal process, (b) to maintain the security and integrity of the Service or to protect the security of any of our users, (c) in connection with a business transition involving ContiTech as outlined below, or (d) to comply with applicable law. If ContiTech receives legal process seeking the production of Your personal information ContiTech will attempt to notify You (unless prohibited by law) as soon as possible so that You have reasonable opportunity to oppose the production in the legal proceeding.

Cookies

“Cookies” are alphanumeric identifiers in the form of text files that are inserted and stored by Your web browser on Your computer’s hard drive. ContiTech and its third party vendors (including Google) may set and access cookies on Your computer to track and store information about Your

preferences. We do not use cookies to collect personal information without Your knowledge and consent and any personal information we collect from cookies is only used internally to provide the Service. If we share information collected through cookies with third parties, we only do so on an aggregated and non-personally identifiable basis.

You may refuse the use of cookies by selecting the appropriate settings on Your browser, however please note that if You do this You may not be able to use the full functionality of the Site.

IP Addresses

An IP address is a number that is assigned automatically to Your computer when You connect to the world wide web. Your computer is identified by its IP address. ContiTech collects IP addresses for system administration and to audit the use of the Service. When You access the Site or the Service, we log Your computer's IP address but, except as above, we do not link IP addresses to Your personal information.

Security

ContiTech takes reasonable precautions to protect Your personal information. For example, we encrypt certain communications using industry standards for encrypting such communications. However, we do not guarantee the security of Your information. There is always a risk that information we collect or You provide may be compromised. To mitigate this risk, You should (a) use secure usernames and passwords and carefully protect them from disclosure and (b) implement updated internet security and virus protection on Your computer. If You suspect that Your computer's security or Your information has been compromised, or Your password accessed or used by an unauthorized third party, please contact us immediately to have Your password changed.

Modifications

ContiTech may modify this Policy from time to time without further notice. If we change our Privacy Policy, we will post a new statement on our Site www.crimpccloud.com and change the date indicated at the bottom of the statement. You are encouraged to review this Policy from time to time for any updates or changes. **Please see our Continental Crimper Terms of Use (*available within the application*) for a more detailed legal explanation of our usages policies.** Changes to the Policy become effective immediately upon notice to You. Notice may be given by posting the revised Policy on this Site www.crimpccloud.com or by other means. Your use of the Service after notice constitutes Your acceptance of the revised terms.

Changes to Personal Information

You may request deletion of Your personal information, but please note that we may be required to keep this information and not delete it (or to keep this information for a certain time, in which case we will comply with Your deletion request only after we have fulfilled such requirements). When we delete any information, it will be deleted from the active database, but may remain in our archives.

A Note to Foreign Residents and Users Outside of the United States

The Site is hosted in the United States. If You are a citizen of a country in or are accessing the Site from the European Union, Asia, or any other region with laws or regulations governing personal data collection, use, and disclosure that differ from United States laws, please be advised that through Your continued use of the Site, which is governed by U.S. law, this Policy and our Terms of

Use, You are transferring Your personal information to the United States, and You consent to that transfer and our use of that information as provided in this Policy.

Third Party Websites

When You click on a link to any other website or location, You will leave our Site and go to another site and another entity may collect personal information from You. We have no control over, do not review, and cannot be responsible for, these outside websites or their content. Please be aware that the terms of this Privacy Policy do not apply to these outside websites or content, or to any collection of data after You click on links to such outside websites. If You decide to access any third party links appearing in the Mobile App, You do so at Your own risk.

Business Transfer

In the event of a bankruptcy or a sale, merger or acquisition, ContiTech may transfer Your personal information to a separate entity. That entity will be responsible for ensuring that Your personal information is used only for authorized purposes and persons in a manner consistent with this Policy and applicable law.

Do Not Track

Section 22575 of the California Business & Professions Code requires website and online service operators to disclose whether they honor web browser “Do Not Track” settings. ContiTech currently does not support “Do Not Track” web browser settings, although we are reviewing the technical changes we need to make our site compliant with “Do Not Track” settings. For more information about Do Not Track, please visit www.allaboutdnt.org.

Acceptance of Policy

By using this website, accessing the Continental Crimper application, or otherwise providing your personal information to ContiTech, you signify your acceptance of our Privacy Policy. If you do not agree to this policy, please discontinue your use of the Services.

Contact ContiTech

If You have any questions about our Policy or our use of Your information You can e-mail us at techsupport@customcrimp.com, or by regular mail to **ContiTech USA, Inc., 703 S. Cleveland Massillon Road, Fairlawn, Ohio 44333**, Attn: IFS Digital Department Requests for changes to Your personal information or deletion of Your personal information (and cancellation of Your registration) can be made to techsupport@customcrimp.com.

The Effective Date of this version of the Continental Crimper Privacy Policy: April 2, 2018.

CONTINENTAL CRIMPER END USER LICENSE

ACCESS AND CONSENT

These Terms of Use (“Terms” or “Agreement”) govern the use of our Continental Crimper application (“Application”). By accessing the Application, You (the Subscriber that downloads, accesses, and/or uses the Application) agree to these Terms. If You do not agree to these Terms, in whole or in part, immediately discontinue use of the Application and remove the Application from all devices. ContiTech USA, Inc. (“ContiTech”) reserves the right to periodically modify these Terms, so we encourage You to check them from time to time. Your continued use of the Application and Service signifies Your acceptance of the Terms as modified. As used in this Agreement, the term “Service” includes the Application and all associated materials and documentation. This Service is subject to all of the terms contained in the current ContiTech Terms and License Agreement (“ContiTech License Agreement”), if any, between Your employer or principal and ContiTech.

SOFTWARE AND DATA LICENSE

ContiTech hereby grants to You a non-transferable, non-exclusive right to use any software (“Software”) and Services provided pursuant to these Terms, and to use data collected by ContiTech in the course of providing the Services (collectively, the “Data”) that may be delivered to You under these Terms. You have no title to or ownership rights in the Software or Data provided under this Agreement. Except for this limited license, all rights and interest in and title to the Service, Application, Software, and Data shall remain the exclusive property of ContiTech and/or its licensors.

REGISTRATION AND ACCEPTANCE

In order to use the Application and Service, users must be registered (“Subscribers”) and provide ContiTech with certain information, which may include personal information such as Subscriber name, Subscriber account information, and Subscriber/user email address. ContiTech collects and uses this information in order to provide the Service and in accordance with the ContiTech Privacy Policy, the current version of which is available at the www.crimpcloud.com. Registration is only available to persons over 18 years old. By using the Application to access asset data, You represent and warrant that: (a) all required registration information You submit is truthful and accurate; (b) You are authorized by the Subscriber to view the asset data presented by the Application, (c) You are accessing the asset data presented by the Application for a legitimate business purpose; and (d) You will only use the Application and Service as permitted by these Terms. ContiTech cannot and will not be liable for any loss or damage arising from Your use of the Service, including any arising from Your failure to comply with the above requirements.

A NOTE ON ACCURACY AND AVAILABILITY

Please keep in mind that the data provided through the Service may not be accurate, complete or error free. ContiTech does not guarantee the Service will be available for Your use. ContiTech may interrupt or discontinue the Service without any notice to You. You agree that ContiTech will not be liable to You and You release ContiTech from any claims arising from any interruption, discontinuance, or termination of the Service for any reason.

TERM AND TERMINATION

The license is effective until terminated by You or ContiTech. ContiTech may terminate the license at any time. Your rights under this license will terminate automatically without notice from the ContiTech if You fail to comply with any term(s) of this license. Upon termination of the license, You shall cease all use of the Application, and disable and destroy all copies, full or partial, of the Application, and if requested by ContiTech, certify that such deletion occurred. You understand that if You do not remove the Application from Your mobile device that data may continue to be collected by Your mobile device and ContiTech is under no obligation to keep, maintain, transmit, safeguard, store, or notify You of any collection done by Your mobile device after the termination of this Agreement.

ALLOWABLE USE

You agree that You will use the Continental Crimper application and associated equipment only on ContiTech brand hoses, unless ContiTech expressly authorizes, in writing, any variant use. You further agree that Your use of this Application is for lawful purposes only. You agree that You will not use this Application for any unlawful purpose, including committing a criminal offense.

DISCLAIMER

THE SERVICE IS PROVIDED “AS IS” WITH NO WARRANTY OF ANY KIND. YOU ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR YOUR USE OF THE SERVICE, AND CONTITECH EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR SUFFICIENCY THE SERVICE, THE DATA UPON WHICH IT RELIES, OR THE CONTENT. CONTITECH MAKES NO WARRANTY THAT THE SERVICE WILL BE AVAILABLE, ACCESSIBLE,

UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR OTHERWISE MEET YOUR EXPECTATIONS. CONTITECH ALSO EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. YOU ASSUME ALL RISK ASSOCIATED WITH THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION THAT THE SERVICE MAY PROVIDE INCORRECT INFORMATION OR THAT ANY MATERIAL DOWNLOADED FROM THE SERVICE MAY CAUSE LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

CONFIDENTIALITY

You shall not provide third parties with access to any software and non-public information regarding the Service, and any other confidential information that ContiTech provides, without ContiTech's prior written consent. Nothing in this section shall prevent You from sharing information with Your own employees, subject to adequate confidentiality agreements.

INDEMNIFICATION

You agree to defend, indemnify and hold ContiTech (including its employees, officers, directors and shareholders) harmless from and against any claim, cause of action, demand, cost, expense (including attorneys' fees), loss suit, proceeding, damage and liability of any kind (collectively, "Claims") arising out of or in connection with Your use of or inability to use the Service.

INTELLECTUAL PROPERTY

Subject to the terms of this Agreement, ContiTech grants You a non-transferable, non-exclusive, license to install and use the Application software, in executable object code format only. This agreement does not give You any right to reproduce the Software or any related documentation, and You shall not decompile, disassemble, compile, or reverse engineer the Software or otherwise attempt to gain access to the Software source code. Nothing contained herein, or any other document or agreement related to the Service, shall, by express grant, implication, estoppel or otherwise, create or grant You any right, title, interest, or license in the Service, Site, or Content, or to the inventions, patents, data, computer software, or software documentation associated with any of them. All trademarks, service marks and trade names referenced by or incorporated in the Site, Service, and/or Content are owned by or licensed to ContiTech and You obtain no rights therein by virtue of Your use of the Service, the Site or Content. You covenant and agree not to assert any rights in the Site, Service, Content or in any trademarks used by ContiTech in connection with any of them. The trademarks used by ContiTech and the Content, Site, Service and related software and inventions are protected by United States trademark and copyright and other laws.

LIMITATION OF REMEDIES AND DAMAGES

IN NO EVENT SHALL CONTITECH BE LIABLE TO YOU OR TO ANY THIRD PARTY, FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF DATA, GOODWILL, PROFITS, INVESTMENTS, USE OF MONEY OR USE OF FACILITIES; INTERRUPTION IN USE OR AVAILABILITY OF DATA; STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), EVEN IF CONTITECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (a) THE AVAILABILITY, ACCURACY OR PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE, OR (b) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT. CONTITECH'S AGGREGATE LIABILITY RELATED TO PROVIDING THE SERVICE SHALL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE FEES PAID BY SUBSCRIBER DIRECTLY TO CONTITECH FOR THE SERVICE IN THE PRIOR THIRTY (30) DAYS, IF ANY. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER CONTITECH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE SERVICE SHOULD NOT BE USED OR RELIED ON AS AN EMERGENCY LOCATOR SYSTEM, USED WHILE DRIVING OR OPERATING VEHICLES, OR USED IN CONNECTION WITH ANY HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE, OR ANY OTHER APPLICATION IN WHICH THE FAILURE OR INACCURACY OF THE SERVICE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE. THE SERVICE IS NOT SUITED OR INTENDED FOR FAMILY FINDING PURPOSES, FLEET TRACKING, OR ANY OTHER TYPE OF BUSINESS OR ENTERPRISE USE OTHER PRODUCTS EXIST TODAY THAT MAY BE USED SPECIFICALLY FOR THESE PURPOSES.

NOTICE

Any notice required or permitted under this Agreement shall be in writing. If to ContiTech, notice will be delivered in person or by means evidenced by a written confirmation to ContiTech USA, Inc., 703 S. Cleveland Massillon Road, Fairlawn, Ohio 44333, Attn: Legal Dept., and will be effective only upon receipt. Notice to You may be delivered to the email address You provide with Your user account information. You are responsible for providing us with Your most current e-mail address. In the event that the last e-mail address that You have provided us is not valid, or for any reason is not capable of delivering to You the notice described above, our dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

COMPLIANCE

ContiTech will determine Your compliance with the Terms and the Privacy Policy in its sole discretion and its decision shall be final and binding. Any violation of the Terms or the Privacy Policy may result in restrictions on Your access to all or part of the Service and may be referred to law enforcement authorities. ContiTech reserves the right to modify or discontinue the Site and/or Service, or any portion thereof without notice to You or any third party. ContiTech, in its sole discretion, reserves the right to disqualify and terminate access or use of any individual found to be (a) tampering with the operation of the Site or Service or (b) acting in violation of the Terms or the Privacy Policy.

BINDING AGREEMENT

The Terms and the Privacy Policy constitute a written agreement between You and ContiTech. A printed version of the Terms or the Privacy Policy, and of any electronic notice pertaining to the Terms or the Privacy Policy, shall be admissible in a judicial or administrative proceeding to the same extent, and subject to the same restrictions, as any other contract, document or record originally in printed form.

LINKS

The Application may contain links to other web sites operated by third parties. Such third party web sites are not under the control of ContiTech. ContiTech is not responsible for the content of any third party web site or any link contained in a third party web site. ContiTech provides these links only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to third party web sites.

LIMITATION OF CLAIMS

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or this Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

CONSENT TO USE OF DATA

You agree that ContiTech may collect and use technical data and related information, including but not limited to technical information about Your device, system and application software, and peripherals, that are gathered periodically to facilitate the provision of software updates, product support and other services to You (if any) related to the Service. ContiTech may provide data to third parties including: ContiTech's parent company and/or group affiliates; Your employer (if Your employer is conducting an evaluation of the Service and You have agreed to participate); or to other relevant third party service providers assisting in the provision of this Service (collectively, "Other Parties"). Additionally, ContiTech may use this information to improve its products or to provide services or technologies to You and for other products and services to which You consent. You understand that ContiTech and Other Parties may be required by law to disclose information regarding Your use of the Service and if required by law, ContiTech and Other Parties will comply with such requests.

PRIVACY

Please review ContiTech's current Continental Crimper service www.crimpcloud.com

RELEASE

You hereby release and forever discharge ContiTech (and our officers, employees, agents, successors, and assigns) from, and hereby waive and relinquish, each and every past, present and future dispute, claim, controversy, demand, right, obligation, liability, action and cause of action of every kind and nature (including personal injuries, death, and property damage), that has arisen or arises directly or indirectly out of, or relates directly or indirectly to, Your use of the Service, including any interactions with, or act or omission of, Additional Users. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 IN CONNECTION WITH THE FOREGOING, WHICH STATES: "A GENERAL RELEASE DOES NOT

EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

MISCELLANEOUS

These Terms constitute the entire agreement between ContiTech and You with respect to the subject matter hereof, and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between You and ContiTech with respect thereto. ContiTech's failure to exercise in any respect any right provided for herein will not be deemed a waiver of any provision of these Terms or of any subsequent breach of the same and no waiver of any provision of these Terms will be effective unless made in writing. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable. These Terms shall be interpreted under the laws of the State of Michigan, and, in the event of any controversy or claim arising out of or relating to these Terms or the breach or interpretation thereof, You shall submit to the exclusive jurisdiction of and venue in the federal courts of the United States, or the courts of the State of Michigan, each located in Oakland County, Michigan, and their respective appellate courts. Facsimile or scanned signatures will be deemed originals.

Last Updated: April 2, 2018.