

## Allison Transmission Website Terms of Use

**Last Updated: June 26, 2013**

The following Terms of Use outline your obligations when using the Allison Transmission, Inc. ("Allison") website and other Allison online/digital assets.

### 1. ACCEPTANCE OF TERMS

The Allison Internet site(s) available at <http://www.allisontransmission.com>, <http://allisontransmissionpublications.com>, and all related sites and mobile applications, and the various content, features, and services offered on and in connection with these sites (collectively, the "Site") owned and operated by Allison can only be accessed and used by you under the Terms of Use described below ("Terms of Use").

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING, DOWNLOADING, OR USING THE SITE, YOU AGREE TO BECOME BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS, THEN YOU MAY NOT ACCESS OR USE THE SITE.

### 2. MODIFICATIONS OF TERMS OF USE

Allison may, in its sole discretion, modify these Terms of Use at any time effective upon posting the modified Terms of Use on and in connection with the Site, with or without additional notice to you. You are responsible for regularly reviewing information posted on the Site to obtain timely notice of such changes, and if you do not agree to the amended terms, you agree to immediately stop using the Site and to provide Allison notice to remove you from any distribution lists or other communication list that are available to you through your use of the Site. YOUR CONTINUED USE OF THE SITE AFTER SUCH POSTING (OR OTHER NOTIFICATION, IF ANY) MEANS YOU ACCEPT AND AGREE TO BE BOUND BY THE MODIFIED TERMS OF USE.

### 3. USE OF THE SITE

Subject to full compliance with these Terms of Use and all other agreements between you and Allison, Allison grants to you a nonexclusive, nontransferable, nonsublicensable, temporary, terminable license to access and use the Site for your personal use or use by your company as otherwise authorized by Allison. You agree to not access, reproduce, duplicate, copy, sell, re-sell, modify, distribute, transmit, publicly display or otherwise exploit the Site or any of their content for any purpose except for your personal use or use by your company as otherwise authorized by Allison and as described in this Terms of Use, without the express written consent of Allison. Allison may modify, update, suspend or discontinue the Site, in whole or in part, at our sole discretion for any or no reason, at any time and with or without notice. Allison shall not be liable to you or any user of the Site ("User") or other third party for any such modification, update, suspension or discontinuance.

### 4. USER CONDUCT

As a condition of your access and use of the Site and your submission or access to any information, data, software, text, photographs, audio clips, audiovisual works, or other materials on the Site (collectively, the "Content"), you agree not to use the Site for any purpose that is unlawful or prohibited by these Terms of Use, or any other purpose not reasonably intended by Allison. By way of example, and not as a limitation, you agree not to:

- a. intentionally or unintentionally violate these Terms of Use, other applicable agreement with Allison, and any applicable local, state, national or international law, and any rules and regulations having the force of law;
- b. use the Site or its Content in any manner that violates any relevant law or that infringes, misappropriates or violates any right of Allison or any third party's rights, including, but not limited to, uploading or transmitting any Content that may infringe, misappropriate or violate a third party's rights, including but not limited to any rights of publicity, privacy, contractual rights, fiduciary rights or intellectual property rights;
- c. use the Site or its Content for any purposes not authorized by this Terms of Use;
- d. reproduce, duplicate, copy, modify, sell, re-sell or exploit any Content or the Site for any non-personal purpose, except as expressly provided for in this Terms of Use or otherwise authorized by Allison;
- e. knowingly provide or submit false or misleading information;
- f. use the Site or its Content in any way that could interfere with the rights of Allison or the rights of other Users of the Site;

- g. attempt to gain unauthorized access to any portion or feature of the Site, other User accounts or any other systems or networks connected to the Site or to any server used by Allison by hacking, password ‘mining’ or any other illegitimate or unauthorized means, including attempting to obtain password, account, or any other personal or private information from any other User;
- h. sell, share, or otherwise transfer or attempt to transfer your account username, password, other information, or your rights or obligations under these Terms of Use;
- i. transmit or submit any transmission or other code or materials that are encrypted or that contains viruses, Trojan horses, worms, time bombs, spiders, cancelbots or other computer programming routines that are likely or intended to damage, interfere with, disrupt, impair, disable or otherwise overburden the Site;
- j. access, download, monitor, or copy any information contained on the Site through artificial means (including but not limited to use any “deep-link”, “scraper”, “robot”, “spider” or other automatic device, program, algorithm or methodology, or any similar or equivalent automatic or manual process), or in any way reproduce or circumvent the navigational structure or presentation of the Site or any content, to obtain or attempt to obtain any Content, materials, documents or information through any means not purposely made available through the Site;
- k. attempt to decompile or reverse engineer any software contained on or through the Site;
- l. remove any copyright or other proprietary notations from the Content;
- m. transfer the Content to another person or "mirror" the materials on any other server;
- n. probe, scan or test the vulnerability of the Site or any network connected to the Site, nor breach the security or authentication measures on or of the Site or any network connected to the Site. You may not reverse look-up, trace or seek to trace any information on any other User of the Site, or any other customer of Allison, including any Allison account not owned by you, to its source, or exploit the Site or any service or information made available or offered by or through the Site, in any way where the purpose is to reveal any information, including but not limited to personal identification or information other than your own information, except as expressly authorized by Allison and provided for by the Site; or
- o. Engage in any action that Allison determines may interfere with or is detrimental to the use and enjoyment of the Site by others, imposes an unreasonable or disproportionately large load on Allison’s infrastructure, interferes or attempt to interferes with the proper working of the Site or any activities conducted on the Site.

## 5. PRIVACY POLICY

The Allison Privacy Policy is available at <https://www.allisontransmission.com/privacypolicy/> and is hereby incorporated by this reference. The Privacy Policy explains the rights and responsibilities with respect to personal information that is disclosed on the Site.

## 6. REGISTRATION INFORMATION

We may require that you create an account to use or access certain parts of the Site and use certain products and features. We may require that you provide login information such as a username and password to access and utilize your account. As a condition of your use of the Site, you agree to (a) provide Allison with true, accurate, current and complete information as prompted by the Allison’s registration forms, when registering for or using the Site and (b) update and maintain the truthfulness, accuracy and completeness of such information. You are responsible for maintaining the confidentiality of any password or other account information not generally available to others and are fully responsible for all activities that occur under your username and password. Creating serial or overlapping accounts may result in account termination. Please contact us if you have questions about managing multiple accounts.

## 7. TERMINATION OF ACCESS

Your license to access and use the Site or the Content shall automatically terminate if you violate any provision of these Terms of Use. Allison may terminate your privilege to use or access the Site, or any portion thereof, immediately and without notice for any reason whatsoever. Upon such termination, you must immediately cease accessing or using the Site and agree not to access or make use of, or attempt to use, the Site. Furthermore, you acknowledge that Allison reserves the right to take action -- technical, legal or otherwise -- to block, nullify or deny your ability to access the Site or any portion thereof. You understand that Allison may exercise this right in its sole discretion, and this right shall be in addition to and not in substitution for any other rights and remedies available to Allison. All provisions of these Terms of Use which by their nature should survive termination shall survive the termination of your access to the Site, including, without limitation, provisions regarding ownership, warranty disclaimers, indemnity, and limitations of liability.

## 8. TRADEMARKS AND COPYRIGHTS

You should assume that all of the content on the Site, including without limitation, all of the articles, text, documents, images, illustrations, graphics, photographs, audio clips, audiovisual works, software, page headers, the underlying software code, the “look and feel” of the Site, its color combinations, layout and all other graphical elements, are subject to trademark, service mark, trade dress, copyright and/or other intellectual property rights or licenses of Allison, its affiliates and/or its third party content providers. Nothing that you read or see on the Site, or any of the source code or HTML code that Allison uses to generate the Site, may be

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## 9. NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

Allison respects the intellectual property of others. It is our policy to respond expeditiously to legitimate claims of copyright and other intellectual property infringement. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act (“DMCA”) and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the requirements of the DMCA, we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for Users of the Site who are repeat infringers.

*Notifying Allison of Copyright or Trademark Infringement:* To provide us with notice of an infringement, you must provide a written communication to the attention of “Site: DMCA Notification Dept.” at [webmaster@allisontransmission.com](mailto:webmaster@allisontransmission.com) that sets forth the information specified by the DMCA (<http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys’ fees) if you materially misrepresent that an activity infringes your rights. We will need the following information from you:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work, trademark, or other intellectual property that you claim has been infringed;
3. a detailed description of the complained-of material and where the material that you claim is infringing is located or found on the Site;
4. your address, telephone number, and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or other intellectual property owner, its agent, or the law; and
6. 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.

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## 10. DELAYS AND ACCESSIBILITY

The Site may be subject to limitations, delays, failure, and other problems inherent in the use of the Internet and electronic communications. Allison is not responsible for any delays, failures or other damage resulting from such problems.

## 11. WARRANTIES AND DISCLAIMERS.

You acknowledge that Allison has no control over, and no duty to take any action regarding: which Users gain access to or use the Site; what effects the content on or in connection with the Site may have on you; how you may interpret or use the content on or in connection with the Site; or what actions you may take as a result of having been exposed to the content on or in connection with the Site. You release Allison from all liability for you having acquired or not acquired content or information through the Site. The Site may contain, or direct you to sites containing, information that may be inaccurate. Allison makes no representations concerning any content contained in or accessed through the Site, and Allison will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Site. Allison makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein.

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## 12. INDEMNITY

You agree to indemnify, defend and hold harmless Allison, its officers, managers, owners, employees, agents, designees, users, successors, assigns, distributors, suppliers, and retailers from and against all losses, liabilities, expenses, damages, claims, demands and costs, including reasonable attorneys' fees and court costs due to or arising from: (a) any violation of these Terms of Use by you; (b) the inaccurate or untruthful Content or other information provided by you to Allison or that you submit, transmit or otherwise

make available through the Site; or (c) any violation of any rights of another or harm you may have caused to another. Allison will have sole control of the defense of any such damage or claim.

### 13. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT ALLISON, ITS OFFICERS, EMPLOYEES AND AGENTS WILL NOT BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL THEORY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF ALLISON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) (COLLECTIVELY, "DAMAGES"), WITH RESPECT TO THE SITE, INCLUDING, BUT NOT LIMITED TO: (A) THE USE OR INABILITY TO USE THE SITE; (B) THE COST OF ANY GOODS AND/OR SERVICES PURCHASED OR OBTAINED AS A RESULT OF THE USE OF THE SITE; (C) DISCLOSURE OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS, DATA, INFORMATION, OR CONTENT; (D) CONTENT YOU SUBMIT, RECEIVE, ACCESS, TRANSMIT OR OTHERWISE CONVEY THROUGH THE SITE; (E) STATEMENTS OR CONDUCT OF ANY THIRD PARTY IN CONNECTION WITH OR THROUGH THE SITE; (F) ANY OTHER MATTER RELATING TO THE SITE; OR (G) ANY BREACH OF THESE TERMS OF USE BY ALLISON OR THE FAILURE OF ALLISON TO PROVIDE THE SERVICES UNDER THESE TERMS OF USE. TO THE EXTENT ALLISON, ITS OFFICERS, EMPLOYEES AND AGENTS ARE FOUND LIABLE FOR ANY DIRECT DAMAGES RELATED TO THESE TERMS OF USE OR THE USE OF THE SITE, LIABILITY FOR DAMAGES SHALL NOT EXCEED \$100 IN THE AGGREGATE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations or exclusions of liability or damages are not permitted. In such jurisdictions, some of the foregoing limitations and exclusions may not apply to you.

### 14. ENTIRE AGREEMENT

These Terms of Use and other agreements, rules, and policies incorporated by reference to this Terms including, without limitation, the Privacy Policy, constitutes the entire agreement between you and Allison regarding use of the Site. It supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and Allison regarding the subject matter contained in these Terms of Use. Additional terms and conditions may exist between you and third parties. You represent and warrant that those third party agreements do not interfere with your obligations and duties to Allison under these Terms of Use.

### 15. GOVERNING LAW

These Terms of Use and the relationship between you and Allison will be governed by the laws of the State of Indiana, notwithstanding the choice of law provisions of the venue where any action is brought, where the violation occurred, where you may be located or any other jurisdiction. You agree and consent to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in Marion County, Indiana and waive any defense of lack of personal jurisdiction or improper venue or *forum non conveniens* to a claim brought in such court, except that Allison may elect, in its sole discretion, to litigate the action in the county or state where any breach by you occurred or where you can be found. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out or related to your use of the Site or these Terms of Use shall be filed within one (1) year after such claim or cause of action arose or will forever be barred.

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## 17. CONTACTING US

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