

## TERMS AND CONDITIONS OF USE

Thank you for visiting [www.yokohama-oht.com](http://www.yokohama-oht.com). Please read carefully the following terms and conditions (including our privacy policy <https://73475755.r.worldcdn.net/wp-content/uploads/2021/03/Privacy-Policy-Worldwide.pdf> (collectively referred to as the “**Terms and Conditions**”) prior to any use of this Site. By using this Site, you agree to be legally bound by these Terms and Conditions with respect to Alliance Tire Group K.K. and/or its related entities, affiliates and subsidiaries (individually and collectively referred to herein as “**YOHT**”, “**us**”, “**we**” or “**our**”). If you do not accept these Terms and Conditions, please discontinue use of the Site immediately.

### 1) Agreement

You hereby represent and warrant that:

- a) You have read and agree to these Terms and Conditions;
- b) You have the necessary legal capacity, right, power and authority to agree to these Terms and Conditions;
- c) You are authorised to bind the entity (yourself or your corporate entity) on whose behalf you are contracting and such entity agrees to be bound by these Terms and Conditions; and
- d) All information provided by you to us (including without limitation personal particulars and contact information) is accurate and complete.

You hereby agree to:

- a) comply with these Terms and Conditions, and such other notices or guidelines that may be posted on the Site by YOHT from time to time (which are hereby incorporated by reference into these Terms and Conditions); and
- b) not use any Content for any unlawful purpose, and to comply with all applicable laws and regulations, including without limitation, copyright law.

We reserve the right to change, modify, suspend or discontinue the whole or any portion of the Site at any time. We may also impose limits on certain features or restrict your access to parts or the entire Site without notice or liability.

We may from time to time vary or amend these Terms and Conditions by posting the amended Terms and Conditions on this Site. Any use of the Site after the amendment of these Terms and Conditions will be deemed to be acceptance of the amended Terms and Conditions by you. If you do not agree to the amended Terms and Conditions, you should discontinue using the Site.

### 2) Definitions

In this Agreement, the following definitions shall apply unless the context otherwise requires:

- a) “**Agreement**” means the agreement formed by these Terms and Conditions and the Privacy Policy.
- b) “**Content**” means all information including material, news, advertisements, listings, data, input, text, audio, video, graphics, software, blogs, brochures, broadcasts, messages,

comments, suggestions, ideas and other content of YOHT that is made available on or via this Site.

- c) **“Device”** means your computer, notebook computer, personal digital assistant, mobile phone or any other electronic device used to access this Site.
- d) **“Personal Data”** refers to data or information about you from which you can be identified either (a) from that data; or (b) from that data and other information to which we have or are likely to have access.
- e) **“Servers”** means the computer software, systems and servers hosting, operating, managing, providing or contributing to the Site.
- f) **“YOHT”** refers to Alliance Tire Group K.K. and/or its related entities, affiliates and subsidiaries (individually and collectively referred to herein as **“YOHT”**, **“us”**, **“we”** or **“our”**).
- g) **“Third-Party Products”** means products and services of third-parties, including other users, advertised on or available at the Site or other websites linked from the Site.
- h) **“Third-Party Sites”** is defined in Clause 7.
- i) **“Third-Party User Content”** means all User Content which is not created, transmitted, posted or uploaded by you.
- j) **“User Content”** means all Content on this Site which is created, transmitted, posted or uploaded by a user of the Site.

The words **“include”** and **“including”** shall not be construed as having any limiting effect.

Headings in this Agreement do not have any legal effect nor shall they affect the construction of this Agreement in any way.

### **3) Use of Site and Content**

- a) YOHT owns and maintains the Site.
- b) You agree not to reproduce, modify, adapt, translate, publish, display, communicate, transmit, broadcast, podcast, webcast, distribute, share, sell, trade or exploit for any commercial or other purposes, any part of, or any access to:
  - (i) the Site;
  - (ii) any of YOHT’s Content except, to the extent permitted, with the prior written consent of YOHT or unless expressly permitted in these Terms and Conditions; or
  - (iii) any Third-Party User Content except, to the extent permitted, with the prior written consent of YOHT and/or the owner or licensee of such specific User Content.
- c) You agree not to reproduce, display or otherwise provide access to the Content or Third-Party User Content on another website or server, for example through framing, mirroring, linking, spidering, scraping or any other technological means (including any technology available in the future), without our prior written permission.

- d) All Content remains the copyrighted work of YOHT or its content or software providers, and YOHT reserves and retains all rights to the Content.

#### 4) Intellectual Property Rights

- a) All copyright, patents, trademarks, registered designs and all intellectual property rights in the Site, and all Content, including without limitation the copyright in the compilation of all User Content, shall vest in and remain exclusively with YOHT.
- b) Trademarks and logos (collectively "**Trademarks**") displayed on this Site are the property of YOHT or other third-parties and all rights to the Trademarks are expressly reserved by YOHT or relevant third-parties. You are not to use any Trademarks without the prior written consent of YOHT or such third-party. None of the information on our Site is to be interpreted as granting a license or permission to use the Trademarks. We aggressively enforce our intellectual property rights to the fullest extent possible under law.
- c) The domain name on which the Site is hosted is the sole property of YOHT, and you may not use or otherwise adopt a similar name for your own use.

#### 5) Worldwide Product Liability

This Site may contain information about YOHT products which are not yet available in your country. The presence of such information does not imply an intention on the part of YOHT to announce that the product will be made available globally.

Please ask your YOHT dealer or representative for more information about future plans for products, which are not yet available to you.

Due to commercial reasons, YOHT reserves the right to add, withdraw or modify the products and services it offers, in any part of the world, at any time, without prior intimation.

#### 6) Disclaimers & Limitation of Liability

- a) We endeavour to ensure the accuracy of the Content displayed on the Site. However, we provide the Content for informative purposes on an 'as is', 'as available' basis only, and without warranties of any kind either express or implied.
- b) To the fullest extent permissible under applicable law, YOHT disclaims all warranties, express or implied, including, but not limited to, implied warranties of satisfactory quality, merchantability or fitness for a particular purpose, compliance with description, or the warranty of non-infringement.
- c) The Content made available on the Site is of a general nature and does not purport, and shall not in any way be deemed, to constitute an offer or provision of any professional or expert advice. You agree to consult a qualified expert or professional adviser to obtain advice and independent verification of the information and data contained herein before acting on it.
- d) You acknowledge and agree that YOHT does not endorse or recommend, is not an agent, reseller or distributor of, and has no control over Third-Party Products.
- e) We hereby expressly disclaim all liabilities and responsibilities arising in relation to any Third-Party Products whether available or advertised via the Site or on Third-Party Sites.

- f) You agree that all statements, offers, information, opinions, materials, User Content, and Third-Party Products, from other users and advertisers, and other third-parties on this Site should be used, accepted, and relied upon only with care and discretion and at your own risk. YOHT shall not be responsible for any loss, damage, or liability incurred by you arising from such use or reliance.
- g) To the maximum extent permitted by applicable law, YOHT shall not be liable for any damages (including indirect, special, consequential, or incidental damages), losses, expenses, liabilities under any causes of action (whether in contract or tort including, but not limited to negligence, or otherwise) caused through the use of, or the inability to use, the Content, User Content, Third-Party Products, any Device, the Site, or any other website.
- h) To the maximum extent permitted by applicable law, YOHT disclaims all liability for any direct, incidental or consequential damage or loss suffered by you that may result from the collection, use or disclosure of your Personal Data, including but not limited to any loss of, or any inability to retrieve, any Personal Data, howsoever caused, or any inaccuracy in the Personal Data presented, used or transmitted.

## **7) Third-Party Sites**

YOHT may provide links to other/external websites, plug-ins, and applications ("**Third-Party Sites**") that may be of relevance and interest to users. Clicking on those links or enabling those connections may allow third-parties to collect or share data about you. We encourage you to read the terms and conditions as well as the privacy policy of every website that you visit.

YOHT has no control over and is not responsible for the content on these Third-Party Sites or for any damage you may incur from these Third-Party Sites (including any virus, spyware, malware, worms, errors, or damaging material contained in these Third-Party Sites) or the availability of any content on these Third-Party Sites. You hereby irrevocably waive any claim against us with respect to these Third-Party Sites.

## **8) Indemnity**

You agree to indemnify and hold YOHT, and its subsidiaries, affiliates, officers, agents, partners, and employees harmless from all claims, demands, actions, proceedings, liabilities (including statutory liability and liability to third-parties), penalties, and costs (including without limitation, legal costs on a full indemnity basis), awards, losses and/or expenses, due to or arising out of:

- a) any use of the Site; and/or
- b) your breach of any of these Terms and Conditions; and/or
- c) your violation of any rights of another person or entity; and/or
- d) your breach of any statutory requirement, duty or law.

## **9) Cookies**

Cookies are small data files that are stored on your Device while using our Site. Such cookies allow us to collect certain information concerning your interaction with our Site, usage preference, and other online services. Such information allows us to improve the performance of the Site and to personalise your experience while browsing our Site. We may use several different types of cookies.

By using our Site you give us your consent to place cookies on your Device.

You may choose not to accept these cookies in your browser settings. Please note that doing so may negatively impact your experience using our Site and that several functions may not be available for your use.

Please refer to our Privacy Policy page for more information.

#### **10) Termination**

You agree that YOHT has the right in its sole and absolute discretion and without notice to restrict, suspend, or terminate your access to all or any part of the Site without providing you any reason.

#### **11) Severability**

If any provision of this Agreement is found to be illegal, void, or unenforceable under any law that is applicable hereto or if any court of competent jurisdiction in a final decision so determines, then then for the purpose of applying this Agreement such provision shall be excluded from this Agreement and the remaining provisions of this Agreement shall continue to remain in full force and effect.

#### **12) Rights of Third-Parties**

Except as otherwise expressly provided in this Agreement, no one other than a party to this Agreement shall have any right to enforce any term of this Agreement.

#### **13) Waiver**

No waiver of any rights or remedies by YOHT shall be effective unless made in writing and signed by an authorised representative of YOHT.

A failure by YOHT to exercise or enforce any rights conferred upon it by these Terms and Conditions shall not be deemed to be a waiver or variation of any such rights or operate so as to bar the exercise or enforcement thereof at any subsequent time or times.

#### **14) Governing Law & Jurisdiction**

These Terms and Conditions and all matters relating to your access to, or use of, this Site shall be governed by and construed in accordance with the laws of Japan.

The competent courts of Tokyo, Japan shall have exclusive jurisdiction over any dispute arising in connection with this Agreement, including its interpretation and/or the enforcement of its terms.

#### **15) Contacting Us**

If you have any queries or concerns about these Terms and Conditions or our Privacy Policy, or have any issues with the Site, please contact us at: [info@yokohama-oht.com](mailto:info@yokohama-oht.com).

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