

## ADS Online Forum Terms of Use

We hope you'll find what you need on the ADS Online Parts Forum, which is owned and operated by the ASSOCIATION OF DIESEL SPECIALISTS (ADS). The ADS Online Parts Forum is a group of professionals and ADS expects Forum members to act accordingly.

Every message posted to the ADS Online Forum is off-the-record, confidential and not-for-attribution. By becoming a member of the ADS Online Parts Forum, you agree to the following Terms of Use. Please read them carefully:

### 1. FEES AND PAYMENTS

1.1 As an ADS Member benefit, the Online Parts Forum is free.

1.2 Non-member may receive one free 30-day trial of the Service.

### 2. ACKNOWLEDGMENT AND ACCEPTANCE OF TERMS OF USE

2.1 This Usage Agreement is your entire agreement with ADS and the Online Parts Forum and includes the Terms of Use, any amendments to the Terms of Use. We reserve the right, at our discretion, to change, modify, add or remove all or part of the Terms of Use at any time. But if we do make changes, we'll notify you by posting a message on the Service, or sending a message to you via e-mail.

2.2 By accepting the Terms of Use, you agree to:

- (a) provide accurate, complete and current information as prompted by the Registration Form, and
- (b) to notify ADS of any change in your contact information - name, e-mail, street address, telephone number, etc. If you fail to do so, we reserve the right to terminate your account. You must use your real name at all times when using the service.

2.3 ADS reserves the right to disclose information about Member usage and demographics in forms that do not reveal member's personal identities.

2.4 BY COMPLETING THE REGISTRATION PROCESS AND CHECKING THE "I ACCEPT" BUTTON, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF USE. If these terms and conditions or any future changes are unacceptable to you, or cause you no longer to be in compliance with the Terms of Use, you may cancel your membership by contacting ADS Headquarters.

### 3. MEMBER CONDUCT

3.1 The Service includes information, views, opinions and recommendations of individuals and organizations of interest to the industry. Members must comply with the ADS Online Parts Forum Terms of Use.

3.2 ADS assumes no responsibility for the accuracy, currency, completeness or usefulness of information in any material on the Service, and it does not endorse any opinions or recommendations posted by members. You should exercise discretion and skepticism before relying on information in messages, because it may be incorrect or misleading.

3.3 ADS does not review, screen or edit messages posted by members. Nonetheless, ADS reserves the right to monitor or remove any information transmitted or received through the Service, or to terminate your membership and use of the Service, at any time, without notice, in our sole discretion. It is members' responsibility to bring violations of the Terms of Use to ADS's attention, although we do not guarantee any action based on such information. The following actions, among others, may result in removal of messages and/or termination of your membership.

- a) Using the service for illegal purposes or for the transmission of material that is unlawful, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, obscene, tortuous or otherwise objectionable.
- b) Posting about parts for sale or marketing products.
- c) Posting or transmitting third-party copyrighted information without permission of the copyright owner or in any way infringing on the intellectual property rights, contractual or fiduciary rights of others.
- d) Providing false information on your registration form, or impersonating someone else.
- e) Using the service for the transmission of junk mail, spam, chain letters, or unsolicited mass distribution of e-mail.
- f) Posting improper or off-topic messages or posting more than twenty messages in six hours.
- g) Violating the letter or spirit of the Terms of Use.
- h) Please report any violations of the Terms of Use to [info@diesel.org](mailto:info@diesel.org).

3.4 You agree that you are responsible for all statements made and acts or omissions that occur with your membership.

3.5 ADS reserves the right to access and disclose any information, including user names of accounts and other information, to comply with applicable laws and lawful government requests, to operate its systems properly or to protect itself or its members.

3.6 Job postings are not allowed and personal messages including "Me Too" messages are highly discouraged.

3.7 Self-promotion is absolutely forbidden on the list and is considered SPAM.

- a) Offenders will face 14-day suspension from the Forum for a first offense and permanent termination for a second one. Advertising and promotion of commercial services are absolutely not permitted in e-mail messages. Whether or not "self-promotion" has occurred will be at the discretion of the ADS Online Forum Administrator(s) or the ADS Executive Director.
- b) Inappropriate commercial use of ADS Online Forum posts is strictly forbidden. Specific restrictions are:

1. Private or public follow up with posters to sell your product or solution (does not include the requested part(s));
2. Collecting of names and contact information of Forum members; and
3. Any other form of "lead generation." The definition of "a" is contacting a list member regarding a post they have submitted with any sort of "solution" or suggested solution that, if acted upon, would have the potential to directly or indirectly financially benefit you, a company who employs you, or another person or company who would compensate to you for a referral. Any infraction of this rule is grounds for immediate and permanent termination from the Online Forum.

c) Members who receive such responses (publicly or privately) should report them immediately to ADS Headquarters 816.285.0810.

3.8 Do not cross-post or multi-post questions to the Online Forum, or post off-topic questions, comments or articles. A first instance will result in a warning to refrain from such posts. Repeated instances of off-topic posts, cross-posted and multi-posted messages will result in ban from the Forum. A post that violates this rule AND the "no self-promotion" rule will be subject to consequences described in the "no self-promotion" rule.

3.9 Do not attach large documents or files to messages sent to the Online Forum. The Online Forum server will often turn them into "garbage."

#### 4. PROPRIETARY RIGHTS TO CONTENT

4.1 Content received through the Service may be displayed, reformatted and printed for your personal, non-commercial use only. You agree not to reproduce, retransmit, repost, distribute, sell, publish, broadcast, create derivative works from, perform, or in any way commercially exploit any of the content, or infringe upon trademarks or service marks displayed or received through the Service, including but not limited to others in the same company or organization, without our express prior written consent.

#### 5. SOFTWARE LICENSES

5.1 You have no rights to the proprietary software and related documentation, or any enhancements or modifications thereto, provided to you to access the Service or send messages to the Online Forum. You may not sublicense, assign or transfer any licenses granted by ADS, and any attempt at such sublicense, assignment or transfer is void. You may not copy, distribute, modify, reverse engineer, or create derivative works from Access Software.

#### 6. EXTERNAL LINKS

6.1 The Service contains links to other related Websites, resources and members of the Service. We are not responsible for the availability of these outside resources, or their contents, nor do we endorse nor are we responsible for any of the contents, advertising, products or other materials on such sites. Under no circumstances shall we be held responsible or liable, directly or indirectly, for any loss or damages caused or alleged to have been caused by use of or reliance on

any content, goods or services available on such sites. Any concerns regarding any external link should be directed to its respective site administrator or webmaster.

## 7. DISCLAIMER OF WARRANTIES AND LIABILITY

7.1 The ADS Online Forum is provided AS IS and AS AVAILABLE, without warranty of any kind. ADS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO:

- a) ANY WARRANTIES AS TO THE AVAILABILITY, ACCURACY, COMPLETENESS, CURRENTNESS OR RELIABILITY OF THE CONTENT AVAILABLE THROUGH THE SERVICE, OR THE SERVICE ITSELF;
- b) ANY WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT SOFTWARE DEFECTS WILL BE CORRECTED; AND
- c) WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- d) YOU ACKNOWLEDGE AND AGREE THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.
- e) NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE ADS OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
- f) THE ADS, ITS OFFICERS, DIRECTORS, OWNERS, AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY RESULTING FROM USE OF THE SERVICE, CAUSED IN WHOLE OR IN PART BY ITS NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL IN PROCURING, COMPILING, INTERPRETING, REPORTING OR DELIVERING THE SERVICE AND ANY CONTENT THROUGH THE SERVICE. IN NO EVENT WILL ADS, ITS OFFICERS, DIRECTORS, OWNERS, AGENTS AND EMPLOYEES, BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH CONTENT. THE ASSOCIATION OF DIESEL SPECIALISTS, ITS OFFICERS, DIRECTORS, OWNERS, AGENTS AND EMPLOYEES, SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICE. YOU AGREE THAT THE LIABILITY OF ADS, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM (WHETHER IN CONTRACT, TORT OR OTHERWISE) IN ANY WAY CONNECTED WITH THE SERVICE OR THE CONTENT IN THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID ADS FOR THE USE OF THE SERVICE.
- g) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

## 8. INDEMNIFICATION

8.1 You agree to indemnify and hold the ADS, its officers, directors, owners, agents and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service, the violation of these Terms of Use by you, or the infringement by you, or other user of the Service using your computer, of any intellectual property or other right of any person or entity. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

## 9. TERMINATION

9.1 You agree that we may, in our sole discretion, terminate or suspend your access to all or part of the Service for any reason, including, without limitation, breach of the Terms of Use or any subsequent modifications, or attempted assignment of your account by you. Any suspected fraudulent, abusive or illegal activity may be grounds for termination of your account and may be referred to appropriate law enforcement authorities. The association shall not be liable to you or any third party for the termination of Service or any claims related to the termination of Service.

9.2 Should you object to any terms and conditions of these Terms of Use or any subsequent changes to the terms and conditions or become dissatisfied with the Service in any way, your only recourse is to immediately:

- a) discontinue use of the Service;
- b) terminate Service membership; and
- c) notify ADS of termination by sending an e-mail to: [info@diesel.org](mailto:info@diesel.org). Continued use of the Service is an acceptance of the Terms of Use and all or any subsequent changes.

9.3 Members who neglect to introduce/identify themselves in Forum messages may be terminated.

9.4 Members who are not current with ADS membership dues will lose access to the Online Forum.

## 10. LAWS

10.1 The Terms of Use are governed by and construed in accordance with the laws of the State of Missouri and the intellectual property laws of the United States, and you agree to submit to the personal jurisdiction of the courts of the state of Illinois for any for any cause or action arising out of or relating to the Service or these Terms of Use.

10.2 You agree that any cause of action arising out of or related to the Service must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred.

10.3 Trade associations are subject to strict scrutiny under the many federal and state antitrust laws. One of the most powerful of these is the Sherman Act. Section 1 of that Act prohibits

“contracts, combinations or conspiracies ... in restraint of trade.” But by its very nature, a trade association is a combination, such that there is no problem in proving the fact. This should serve as a signal to trade associations, that they must proceed with extreme caution lest they be cited for antitrust infringements, carrying stiff fines and jail sentences.

10.4 The best way to avoid possible infringement of the antitrust laws is to institute a program of compliance. At association gatherings, the association should resolve to avoid discussion of certain sensitive subjects. Informal gatherings which follow association meetings are particularly looked upon with great suspicion by the government. Some topics which should be scrupulously avoided in all meetings:

- a) Do not discuss pricing.
- b) Do not discuss profit levels.
- c) Do not discuss an increase or decrease in price.
- d) Do not discuss standardizing or stabilizing prices.
- e) Do not discuss pricing procedures.
- f) Do not discuss cash discounts.
- g) Do not discuss credit terms.
- h) Do not discuss controlling sales.
- i) Do not discuss allocating customers or markets.
- j) Do not complain to a competitor that his or her prices constitute unfair practices.
- k) Do not discuss refusing to deal with a corporation because of its pricing or distribution practices.

When you JOIN you will be asked to agree that you have read and understand the foregoing TERMS of USE and agree to be bound by all of its terms before being allowed to join.