

Terms of Use and User Guidelines

netspecs.camcar.com

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS WEBSITE. BY USING THIS WEBSITE, YOU SIGNIFY YOUR ASSENT TO THESE TERMS OF USE. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS WEBSITE.

Introduction

Thank you for visiting netspecs.camcar.com (the “Website”), which is operated by Camcar Innovations. You may access the Website through a computer, mobile phone, tablet, console, or other technology, which we refer to in these terms as a “Device”.

These Terms of Use create a legally binding agreement between you and Camcar Innovations, and its affiliates (which we may refer to as “Camcar,” “we,” “us,” or “our”) regarding your use of the Website.

Terms of Use

Acceptance

These Terms of Use apply to all users of the Website, including users who are also contributors of photo/video content, information, and other materials or services on the Website. By using our Website, and by accessing, using, downloading, or posting any information and/or User Content (as defined herein) available from or through our Website (or attempting to do any of these), you agree to be bound by and comply with these Terms of Use, which include and incorporate our [Privacy Policy](#). Our [Privacy Policy](#) describes the collection and use of personal information on the Website and applies to your use of the Website.

You acknowledge that you have read, understand, and agree to be bound by these Terms of Use, regardless of whether you are a registered user of our products or services. If you do not wish to be bound by these Terms of Use, you should not access or use the Website. By using the Website, you agree to receive certain electronic communications from Camcar, subject to applicable law. You further agree that any notice, agreement, disclosure, or other communication that Camcar sends you electronically will satisfy any legal communication requirements, including that such communications be in writing.

You affirm that you are either more than 18 years of age, or an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms of Use, and to abide by and comply with these Terms of Use. Our Website is not directed to children under the age of 18. As a result, our website does not request or knowingly collect personal data from individuals under the age of 18. If you are not 18 or older, you should not visit or use our website. If we learn that personally identifiable information of persons under 18 years of age has been collected on the Camcar Website without verified parental consent, then Camcar will take appropriate steps to delete the information.

Changes

Camcar may update these Terms of Use from time to time, and reserves the right, in its sole discretion, to modify these Terms of Use at any time. If a material change is made, Camcar will post a notice on the Website or send you a notification. Changes to these Terms of Use will become effective immediately upon the posting thereof. Review these Terms of Use often, as well as any changes thereto to keep yourself apprised of the same. If you do not agree to these Terms of Use, please stop using the Website. If you continue to use our Website after we notify you of changes, you will be deemed to have accepted the updated Terms, except to the extent prohibited by applicable law.

Use of Personally Identifiable Information

Our practices and policies with respect to the collection and use of personally identifiable information are governed by our [Privacy Policy](#).

Links to Other Third-Party Sites

The Website may contain links to websites, YouTube®, and other third-party products and services (“Third-Party Site” or “Third-Party Sites”) that are not owned or controlled by Camcar. In most cases, links to Third-Party Sites are provided solely as pointers to information on topics that may be useful to our users. As such, you may be able to connect with these Third Parties through the Website, but this does not mean that Camcar endorses, monitors, or has any control over these Third Parties or their activities, which are subject to separate terms of use and privacy policies. Camcar has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any Third-Party Site and you interact with Third-Party Sites at your own risk. In addition, Camcar will not and cannot censor or edit the content of any Third-Party Site. By clicking on links, you expressly relieve Camcar from all liability arising from your use of any third-party site, or from the content of any third-party site. Accordingly, Camcar encourages you to be aware of instances, when you leave the Website, and upon leaving encourage you to read the terms and conditions and privacy policy of each Third-Party Site that you visit.

Registration

In order to access some features of the Website, you may have to register and/or create an account. When you register to use such features of our Website or create an associated account, you must provide complete, current, and accurate information about yourself.

Camcar reserves the right to reject any registration and/or decline any application for a loan submitted through the Website for any reason, for example, if any information you provide is untrue, inaccurate, not current, or incomplete, Camcar reserves the right to cancel your registration, reject any application you have submitted, terminate any agreement we have with you, and restrict your future use of the Website and our Services.

If a password is requested, you must choose a unique password. You agree to maintain your information and update it as appropriate. Your registration and password information are subject to our [Privacy Policy](#). You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You are responsible for anything that happened through your account – with or without permission. You should notify Camcar immediately of any breach of security or unauthorized use of your account. Further, you may never sign on under another user's account without permission. To the maximum extent allowed by applicable law, Camcar will not be liable for any losses caused to you by any unauthorized use of your account. However, you may be liable for the losses of Camcar or other parties due to such unauthorized use.

General Use of the Website / Personal and Non-Commercial Use Only

Camcar hereby grants you permission to access and use the Website as set forth in these Terms of Use, provided that:

- A. You agree to abide by all applicable laws and regulations in your use of the Website.
- B. You agree not to alter or modify any part of the Website.
- C. You agree not to use the Website in any manner that could damage, disable, overburden, or impair the Website.
- D. You agree not to access the Content (as defined herein below) of the Website through any technology or any unauthorized means other than user interaction expressly invited on the Website itself.
- E. You agree not to register for more than one account or register for an account on behalf of an individual other than yourself or on behalf of any group or entity.
- F. You agree not to use the Website, for any commercial use. Prohibited commercial uses do not include uses that Camcar expressly authorizes in writing. Prohibited commercial use includes, but is not limited to, any of the following actions taken without Camcar's express approval:
 - i. Sale of access to the Website or its related services on another website;
 - ii. Use of the Website or its related services for the primary purpose of gaining advertising or subscription revenue;
 - iii. The sale of advertising, on the Website or any third-party website, targeted to the Content of the Website;
 - iv. Any use of the Website or its related services that Camcar finds, in its sole discretion, to use Camcar's resources with the effect of competing with or displacing the market for the Content of the Website or any products or services featured on the Website.

You further agree not to circumvent, disable, or otherwise interfere with security-related features of the Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Website or the Content therein. You agree not to use or launch any automated system, including without limitation, "robots," "spiders," or "offline readers," that accesses the Website in a manner that sends more request messages to the Website servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line Web browser. Notwithstanding the foregoing, Camcar grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Camcar reserves the right to revoke these exceptions either generally or in specific cases.

You agree not to use this Website or its Content for any illegal or prohibited purpose, or in any manner that could damage, disable, overburden, or impair the Website, Content, or any of its servers, or interfere with any other party's use of the Website or Content. You agree that you shall not attempt to gain any unauthorized access to the Website or Content, through Camcar's password mining, hacking or any other means, or harvest or otherwise collect information about others, including but not limited to, personally identifiable information such as account names and email addresses, nor to use the communication systems provided by the Website (e.g., comments, email) for any commercial solicitation purposes. You further agree that you will not attempt to obtain any Content not intentionally made available to you at this Website. You shall not upload any files that contain Trojan horses, viruses, cancelbots, corrupted files, worms, or other programs or software that may damage or interrupt the websites, computers, or software of Camcar or other users.

Content, Copyright, Trademark, and Related Issues

The Content on the Website, including without limitation, the text, software, scripts, code, design, images, graphics, photos, sounds, music, videos, applications, interactive features, articles, sketches, animations, stickers, general artwork, and the like ("Content") and the trademarks, service marks, and logos contained therein ("Trademarks"), are the property of Camcar and/or its subsidiaries, affiliates, assigns, licensors, vendors, partners or other respective owners, and is subject to and protected by intellectual property rights under the law. Camcar reserves all rights not expressly described in these Terms of Use. Your use/misuse of the Trademarks displayed on our Website, except as provided in these Terms of Use, is strictly prohibited. Camcar will aggressively enforce its intellectual property rights to the fullest extent of the law. All rights not expressly granted herein are reserved.

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You may not use Content in any way not expressly permitted by these Terms of Use. Breach of this provision will automatically terminate your right to use the Content. Outside of the specific usage rights granted to you by Camcar in connection with the Website, you agree not to use, copy, edit, translate, display, distribute, disseminate, broadcast, circulate, download, transmit, sell, create derivative works of, or in any way exploit any Content, including User Content (unless it is your own User Content that you legally post on the Website), without Camcar's prior written consent. You may not, nor allow any third party (whether or not for your benefit) to, reproduce, modify, create derivative works from, display, perform, publish, distribute, disseminate, broadcast, or circulate to any third party (including, without limitation, on or via a third-party website), or otherwise use, any Content without the express prior written consent of Camcar or its affiliates.

The Content and the Website generally, are subject to change or termination without notice. You must not delete or alter any copyright or other notice Camcar places on any Content. Content is owned by Camcar or our licensors or other users and is protected by copyright, trademark, and other laws and regulations of the United States and foreign jurisdictions. To the extent that Camcar approves the download of use of Content comprised copyrightable works, Camcar grants you a limited, personal, non-transferrable, non-sublicensable, and revocable license to access, use, view, or download a single copy of, the Content solely for your personal, non-commercial use. You do not acquire any ownership rights in the Content (including any trademarks or other intellectual property included in the Content), Camcar reserves the right to monitor your use and to alter or revoke this license or your access to the Content at any time and for any reason. Camcar reserves the right to take down any Content in violation of these terms or Camcar's intellectual property rights. Camcar allowing this limited use does not constitute a waiver of any of Camcar's rights to the Content.

In addition, all Website page headers, custom graphics, button icons, graphical user interfaces, and scripts are service marks, trademarks, and/or trade dress of Camcar. You may not copy, imitate, or use these service marks, trademarks, and/or trade dress without the prior written consent of Camcar.

Any unauthorized use of the Content may constitute a breach of copyright, trademark or other intellectual property laws and may subject you to criminal or civil charges and penalties, or both, under applicable federal, state, and local laws.

User Transmissions

Any material, information, idea, or other communication you transmit to or post on this Website by any means will be treated as nonconfidential and nonproprietary and may be disseminated or used by Camcar and/or its designees for any purpose whatsoever including, but not limited to, developing and manufacturing products ("Communications"). Camcar will have no obligations with respect to the Communications. Camcar and its designees will be free to copy, disclose, distribute, incorporate, and otherwise use the Communications and all data, images, sounds, text, and other things embodied therein for any and all commercial and noncommercial

purposes. You are prohibited from posting or transmitting to or from this Website any unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane material, or any other material that could give rise to any civil or criminal liability under the law.

Copyright Infringement Notification

Camcar respects the intellectual property rights of others. Camcar does not endorse any User Submission, or any opinion, recommendation, or advice expressed therein, and Camcar expressly disclaims all liability in connection with User Content and Submissions. Camcar does not permit copyright infringing activities and infringement of intellectual property rights on its Website and will remove all User Content and User Submissions if properly notified that such User Content or User Submission infringes on another's intellectual property rights. Camcar reserves the right to remove User Content and User Submissions without prior notice.

If you believe that content appearing on the Camcar Website has copied your work in a way that constitutes copyright infringement, please provide Camcar's copyright agent with the information specified below in the form of a "Notification of Alleged Infringement." It is Camcar's policy to respond to clear Notifications of Alleged Infringement, and our policy is designed to make submitting Notifications of Alleged Infringement as straightforward as possible while reducing the number of Notifications that we receive that are fraudulent or difficult to understand or verify.

If you are concerned about the removal of or blocked access to your content, please provide Camcar's copyright agent with a "Counter-Notification." The process specified below is consistent with that provided under the Digital Millennium Copyright Act (the text of which can be found at the U.S. Copyright Office Website at <http://www.copyright.gov>).

A. DMCA NOTIFICATION OF ALLEGED COPYRIGHT INFRINGEMENT

If you believe that any material on the Website infringes upon any copyright that you own or control, you may file a copyright infringement notification with us. To file a copyright claim, please send a written notification to us via email at notices@camcar.com. In your notification please:

1. Identify the copyrighted work or works you claim has been infringed.
2. Identify the material on the Website that you claim is infringing or is the subject of infringing activity and that is to be removed; please include information reasonably sufficient to permit us to locate the material.

3. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an electronic mail address at which the complaining party may be contacted.
4. Provide a statement that the information you have provided is accurate and that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
5. Confirm you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed.
6. Provide your contact details, including an email address.

B. DMCA COUNTER-NOTIFICATION

If you believe that your User Submission which was removed from our Website in response to a Copyright Infringement Notification is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to law, to post and use the content in your User Submission, you may send a counter-notice to Camcar containing the following information to the attention of tgarrett@camcar.com :

1. Identification of your User Submission which was removed.
2. A statement that you have a good faith belief that the content was removed as a result of a mistake or misidentification of the content.
3. Your name, address, telephone number and email address, Your physical or electronic signature.
4. A statement that you consent to the jurisdiction of the federal court in Delaware and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

Disclaimers

The Website, materials, related communications, and software made available on the Website are provided "as is" without any representations or warranties, express or implied, of any kind, including, but not limited to, warranties of merchantability, non-infringement, or fitness for particular purpose. Some jurisdictions do not allow for the exclusion of implied warranties, so the above exclusions of implied warranties may not be applicable under certain circumstances. Camcar also does not warrant the accuracy or completeness of the materials, including but not limited to the reliability of any advice, statement or other information displayed or distributed through the site. You acknowledge by the use of this Website that any reliance on any such materials, advice, statement, or information shall be at your sole risk.

Under no circumstances will Camcar, its suppliers or other third parties mentioned at, or involved in creating, producing, or delivering this site be liable for any direct, incidental, consequential, indirect, special or punitive damages whatsoever (including without limitation, costs and expenses of any type incurred; lost profits; lost data or programs; and business interruption) arising out of your access to, use, inability to use or the results of use of this site, any web sites linked to this site, or any materials contained at any or all such sites (including but limited to those caused by or resulting from a failure of performance; error; omission; linking to other websites; interruption; deletion; defect; delay in operation or transmission; computer virus; communication line failure; or destruction, unauthorized access to, alteration of, or use of any computer or system), whether based on warranty, contract, tort, negligence, strict liability, or any other legal theory and whether or not Camcar was advised of the possibility of such damages.

Camcar shall have no liability or responsibility for any acts, omissions or conduct of any user or other third party.

Camcar's obligations and responsibilities regarding its products and services are governed solely by Camcar's terms and conditions of sale or license under which such products and services are sold or licensed. Copies of such terms and conditions are available from the applicable Camcar entity.

The materials may contain inaccuracies and typographical errors. Camcar reserves the right, in its sole discretion, to correct any errors or omissions in any portion of the site. Camcar may make any other changes to the site, the materials and the products, programs, services, or prices (if any) described in the site at any time without notice.

Governing Law

You agree that the Website, Terms of Use, [Privacy Policy](#), and any dispute that may arise between you and Camcar shall be governed by and construed in accordance with applicable federal laws and the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction).

Except where prohibited by applicable law, and without limitation to any statutory rights for consumers, you agree that all disputes, claims and legal proceedings, directly or indirectly out of or relating to the Website (including but not limited to the purchase of Camcar products) shall be resolved individually, without resort to any form of class action, and exclusively in the state or federal courts located in Michigan.

Additional Terms

All claims shall be brought within one (1) year after the claim arises, except to the extent a longer period is required by applicable law. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.

These Terms of Use, together with the Netspecs [Privacy Policy](#) at and any other legal notices published by Camcar on the Website, shall constitute the entire agreement

between you and Camcar concerning the Website, and supersede all other terms, representations, promises, or discussions. Only Camcar has the authority to agree to amendments to these Terms of Use, and to be considered binding, any amendments must be in writing and executed by Camcar. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Camcar's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

Your obligations under these Terms of Use are binding on your successors, legal representatives and assigns. You may not assign or transfer (by operation of law or otherwise) your right to use the Website or any aspect hereunder, in whole or in part, without our prior written consent. Camcar may assign its rights and duties under these Terms of Use to any party at any time without notice to you, unless notice to you is required by applicable law, but this will not affect your rights or our obligations under these Terms of Use.

International Users and Choice of Law

This Website is administered by Camcar from its offices within the United States of America. Camcar makes no representation that all products, services, or programs are available in your country or that materials published at this Website are appropriate or available for use at other locations outside of the United States. Access to such materials from territories where their contents are illegal is prohibited. You may not use the Website or export any information or materials in violation of U.S. export laws and regulations. If you access this Website from a location outside of the United States, you are responsible for compliance with all local laws.

Changes

Camcar reserves the right to amend these Terms of Use at any time and without notice, and it is your responsibility to review these Terms of Use for any changes. Your use of the Website following any amendment of these Terms of Use will signify your assent to and acceptance of its revised terms.

All content contained herein is subject to change without notice. Any use of the Website after such change or modification shall be deemed to constitute acceptance by you of such changes, modifications, additions, or deletions. Because they will be binding on you, you should revisit these terms from time to time. Camcar may terminate, change, suspend or discontinue any aspect of the Website, including the availability of any features of the Website, at any time. Camcar may also impose limits on certain features and services or restrict your access to parts of the Website without notice or liability.