

Welcome to the OnCommand® Connection (OCC) Marketplace. These Terms of Use describe the terms and conditions applicable to your access and use of the OCC Marketplace websites (each a "**Site**"). This document is a legally binding agreement between you and your business as the user(s) of the Sites (referred to as "**you**", "**your**" or "**User**" hereinafter) and OCC Technologies, LLC, an affiliate of Navistar, Inc. (referred to as "**we**", "**our**" or "**OCC**" hereinafter).

## **1. Application and Acceptance of the Terms**

1.1 Your use of the Sites and OCC's applications, services, software and/or products (collectively, the "**Services**" hereinafter) is subject to the terms and conditions contained in this document as well as the Privacy Policy, the Product Listing Policy and any other rules and policies of the Sites that OCC may publish from time to time. This document and such other rules and policies of the Sites are collectively referred to below as the "**Terms**". By accessing the Sites or using the Services, you agree to accept and be bound by the Terms. Accessing the Site or using the Services, may require you to have a data plan with an internet service provider or telecommunication provider. Please do not use the Services or the Sites if you do not accept all of the Terms.

1.2 You may not use the Services and may not accept the Terms if you are not of legal age to form a binding contract with OCC.

1.3 You acknowledge and agree that OCC may amend any of the Terms at any time by posting the relevant amended and restated Terms on the Sites. By continuing to use the Services or the Sites, you agree that the amended and restated Terms will apply to you.

1.4 You may be required to enter into a separate agreement, whether online or offline, with OCC for any Service ("**Additional Agreements**"). If there is any conflict or inconsistency between the Terms and an Additional Agreement, the Additional Agreement shall take precedence over the Terms only in relation to that Service concerned.

1.5 The Terms may not otherwise be modified except in writing by an authorized officer of OCC.

## **2. Provision of Services**

2.1 The OCC contracting entity that you are contracting with is OCC Technologies, LLC or its local (to You) affiliate, or assignee or designee (collectively, "OCC"). There is no limit or restriction on OCC to assign its rights and responsibilities under these Terms.

2.2 You must register as a Member on the Sites in order to access and use some Services. Further, OCC reserves the right, without prior notice, to restrict access to or use of certain Services (or any features within the Services) to paying Users or subject to other conditions that OCC may impose in our sole discretion.

2.3 Services (or any features within the Services) may vary for different regions and countries. No warranty or representation is given that a particular Service or feature or function thereof or the same type and extent of the Service or features and functions thereof will be available for Users. OCC may in our sole discretion limit, deny or create different level of access to and use of any Services (or any features within the Services) with respect to different Users.

2.4 OCC may launch, change, upgrade, impose conditions to, suspend, or stop any

Services (or any features within the Services) without prior notice except that in case of a fee-based Service, such changes will not substantially adversely affect the paying Users in enjoying that Service.

2.5 Some Services may be provided by OCC's affiliates, such as Navistar, Inc., on behalf of OCC.

### **3. Users Generally**

3.1 As a condition of your access to and use of the Sites or Services, you agree that you will comply with all applicable laws and regulations when using the Sites or Services.

3.2 You agree to use the Sites or Services solely for your own private and internal purposes. You agree that (a) you will not copy, reproduce, download, re-publish, sell, distribute or resell any Services or any information, text, images, graphics, video clips, sound, directories, files, databases or listings, etc. available on or through the Sites (the "Site Content"), and (b) you will not copy, reproduce, download, compile or otherwise use any Site Content for the purposes of operating a business that competes with OCC. Systematic retrieval of Site Content from the Sites to create or compile, directly or indirectly, a collection, compilation, database or directory (whether through robots, spiders, automatic devices or manual processes) without written permission from OCC is prohibited. Use of any content or materials on the Sites for any purpose not expressly permitted in the Terms is prohibited.

3.3 You must read OCC's Privacy Policy which governs the protection and use of personal information about Users in the possession of OCC and our affiliates, subsidiaries or related parties. You accept the terms of the Privacy Policy and agree to the use of the personal information about you in accordance with the Privacy Policy. The terms of the OCC Services agreements may include the Privacy Policy terms.

3.4 OCC may allow Users to access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise), Application Programming Interface (API) or otherwise to such third parties' web sites. You are cautioned to read such web sites' terms and conditions and/or privacy policies before using the Sites. You acknowledge that OCC has no control over such third parties' web sites, does not monitor such web sites, and shall not be responsible or liable to anyone for such web sites, or any content, products or services made available on such web sites.

3.5 You agree not to undertake any action to undermine the integrity of the computer systems or networks of OCC and/or any other User nor to gain unauthorized access to such computer systems or networks.

3.6 By posting or displaying any information, content or material ("User Content") on the Sites or providing any User Content to OCC or our representative(s), you grant an irrevocable, perpetual, worldwide, royalty-free, and sub-licensable (through multiple tiers) license to OCC to display, transmit, distribute, reproduce, publish, duplicate, adapt, modify, translate, create derivative works, and otherwise use any or all of the User Content in any form, media, or technology now known or not currently known in any manner and for any purpose which may be beneficial to the operation of the Sites, the provision of any Services and/or the business of OCC. You confirm and warrant to OCC that you have all the rights, power and authority necessary to grant the above license.

## 4. Member Accounts

4.1 User must be registered on the Sites to access or use some Services (a registered User is also referred to as a "**Member**" below). Except with OCC's approval, one User may only register one member account on the Sites. OCC may cancel or terminate a User's member account if OCC has reasons to suspect that the User has concurrently registered or controlled two or more member accounts. Further, OCC may reject User's application for registration for any reason in OCC's sole discretion.

4.2 Upon registration on the Sites, OCC shall assign an account and issue a member ID and password (the latter shall be chosen by a registered User during registration) to each registered User. An account may have a web-based email account with limited storage space for the Member to send or receive emails.

4.3 A set of Member ID and password is unique to a single account. Each Member shall be solely responsible for maintaining the confidentiality and security of your Member ID and password and for all activities that occur under your account. No Member may share, assign, or permit the use of your Member account, ID or password by another person outside of the Member's own business entity. Member agrees to notify OCC immediately if you become aware of any unauthorized use of your password or your account or any other breach of security of your account.

4.4 Member agrees that all activities that occur under your account (including without limitation, posting any company or product information, clicking to accept any Additional Agreements or rules, subscribing to or making any payment for any services, sending and receiving emails using an email account or sending or receiving SMS) will be deemed to have been authorized by the Member.

4.5 Member acknowledges that sharing of your account with other persons, or allowing multiple users outside of your business entity to use your account (collectively, "**multiple use**"), may cause irreparable harm to OCC or other Users of the Sites. Member shall indemnify OCC, our affiliates, directors, employees, agents and representatives against any loss or damages (including but not limited to loss of profits) suffered as a result of the multiple use of your account. Member also agrees that in case of the multiple use of your account or Member's failure to maintain the security of your account, OCC shall not be liable for any loss or damages arising from such a breach and shall have the right to suspend or terminate Member's account without liability to Member.

## 5. Member's Responsibilities

5.1 Each Member represents, warrants and agrees that (a) you have full power and authority to accept the Terms, to grant the license and authorization and to perform the obligations hereunder; (b) you will use the Sites and Services for business purposes only; and (c) the address you provide when registering is the principal place of business of your business entity. For purposes of this provision, a branch or liaison office will not be considered a separate entity and your principal place of business will be deemed to be that of your head office.

5.2 Member will be required to provide information or material about your entity, business or products/services as part of the registration process on the Sites or your use of any Service or the member account. Each Member represents, warrants and agrees that (a) such information and material whether submitted during the registration process or thereafter throughout the continuation of the use of the Sites or Service is

true, accurate, current and complete, and (b) you will maintain and promptly amend all information and material to keep it true, accurate, current and complete.

5.3 Upon becoming a Member, you consent to the inclusion of the contact information about you in our Buyer Database and authorize OCC and our affiliates to share the contact information with other Users or otherwise use your personal information in accordance with the Privacy Policy.

5.4 Each Member represents, warrants and agrees that (a) you shall be solely responsible for obtaining all necessary third party licenses and permissions regarding any User Content that you submit, post or display; (b) any User Content that you submit, post or display does not infringe or violate any of the copyright, patent, trademark, trade name, trade secrets or any other personal or proprietary rights of any third party (collectively, "**Third Party Rights**"); (c) you have the right and authority to sell, trade, distribute or export or offer to sell, trade, distribute or export the products or services described in the User Content and such sale, trade, distribution or export or offer does not violate any Third Party Rights and (d) you and your affiliates are not the subject of any trade restrictions, sanctions or other legal restrictions enacted by any country, international organization or jurisdiction.

5.5 Each Member further represents, warrants and agrees that the User Content that you submit, post or display shall:

- a) be true, accurate, complete and lawful;
- b) not be false, misleading or deceptive;
- c) not contain information that is defamatory, libelous, threatening or harassing, obscene, objectionable, offensive, sexually explicit or harmful to minors;
- d) not contain information that is discriminatory or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
- e) not violate the Product Listing Policy, other Terms or any applicable Additional Agreements;
- f) not violate any applicable laws and regulations (including without limitation those governing export control, consumer protection, unfair competition, or false advertising) or promote any activities which may violate any applicable laws and regulations; or
- g) not contain any link directly or indirectly to any other web sites or sites which includes any content that may violate the Terms.

5.6 Each Member further represents, warrants and agrees that you shall/are:

- a) carry on your activities on the Sites in compliance with any applicable laws and regulations;
- b) conduct your business transactions with other Users of the Sites in good faith;
- c) carry on your activities in accordance with the Terms and any applicable Additional Agreements;
- d) not use the Services or Sites to defraud any person or entity (including without limitation sale of stolen items, use of stolen credit/debit cards);
- e) not impersonate any person or entity, misrepresent yourself or your affiliation with any person or entity;
- f) not engage in spamming or phishing;
- g) not engage in any other unlawful activities (including without limitation those which would constitute a criminal offence, give rise to civil liability, etc.) or encourage or abet any unlawful activities;
- h) not involve attempts to copy, reproduce, exploit or expropriate OCC's various proprietary directories, databases and listings;
- i) not involve any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or

hardware system, data or personal information;  
j) not involve any scheme to undermine the integrity of the data, systems or networks used by OCC and/or any User of the Sites or gain unauthorized access to such data, systems or networks;  
k) not, and your director(s), officer(s), controlling party/ies, affiliates and legal jurisdiction in which any of the foregoing persons or entities is organized or has operations are not, persons or entities that are subject to any economic or fraud sanctions of any governmental, international or regulatory entities; and  
l) not engage in any activities that would otherwise create any liability for OCC or our affiliates or related parties.

5.7 Member may not use the Services and member account to engage in activities which are identical or similar to OCC's e-commerce marketplace business.

5.8 Member agrees to provide all necessary information, materials and approval, and render all reasonable assistance and cooperation necessary for OCC's provision of the Services, evaluating whether Member has breached the Terms and/or handling any complaint against the Member or any subsequent investigation thereof. If Member's failure to do so results in delay in, or suspension or termination of, the provision of any Service, OCC shall not be obliged to extend the relevant service period nor shall be liable for any loss or damages arising from such delay, suspension or termination.

5.9 Member acknowledges and agrees that the Services may only be used by businesses and their representatives for business use and not for individual consumers or for personal use.

5.10 Member acknowledges and agrees that each Member is solely responsible for observing applicable laws and regulations in its respective jurisdictions to ensure that all use of the Site and Services are in compliance with the same.

## **6. Breaches by Members**

6.1 If any Member breaches any Terms, or if OCC has reasonable grounds to believe that a Member is in breach of any Terms, OCC shall have the right to take such disciplinary actions as it deems appropriate in its sole discretion, including without limitation: (i) suspending or terminating the Member's account and any and all accounts determined to be related to such account by OCC in its sole discretion; (ii) restricting, downgrading, suspending or terminating the subscription of, access to, or current or future use of any Service; (iii) removing any product listings or other User Content that the Member has submitted, posted or displayed, or imposing restrictions on the number of product listings or User Content that the Member may post or display; (iv) imposing other restrictions on the Member's use of any features or functions of any Service as OCC may consider appropriate in its sole discretion; and (v) any other corrective actions, discipline or penalties as OCC may deem necessary or appropriate in its sole discretion.

6.2 Without limiting the generality of the provisions of the Terms, a Member would be considered as being in breach of the Terms in any of the following circumstances:

- a) OCC has reasonable grounds to suspect that such Member has used a stolen credit card or other false or misleading information in any transaction with a counter party,
- b) OCC has reasonable grounds to suspect that any information provided by the Member is not current or complete or is untrue, inaccurate, or misleading, or
- c) OCC believes that the Member's actions may cause financial loss or legal liability to

OCC or our affiliates or any other Users.

6.3 OCC reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. Further, OCC may disclose the Member's identity and contact information, if requested by a government or law enforcement body, an injured third party, or as a result of a subpoena or other legal action. OCC shall not be liable for damages or results arising from such disclosure, and Member agrees not to bring any action or claim against OCC for such disclosure.

6.4 Each Member agrees that OCC is not responsible, and shall have no liability to you or anyone else for any User Content or other material transmitted over the Sites, including fraudulent, untrue, misleading, inaccurate, defamatory, offensive or illicit material and that the risk of damage from such material rests entirely with each Member. OCC reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the Member, in which event the Member shall cooperate with OCC in asserting any available defenses.

## **7. Transactions**

7.1 Each User acknowledges that it is fully assuming the risks of conducting any purchase transactions in connection with using the Sites or Services, and that it is fully assuming the risks of liability or harm of any kind in connection with subsequent activity of any kind relating to products or services that are the subject of transactions using the Sites. Such risks shall include, but are not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective or dangerous products, unlawful products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract and transportation accidents. Such risks also include the risks that the manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be asserted to violate Third Party Rights, and the risk that User may incur costs of defense or other costs in connection with third parties' assertion of Third Party Rights, or in connection with any claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants. Such risks also include the risks that consumers, other purchasers, end-users of products or others claiming to have suffered injuries or harms relating to products originally obtained by Users of the Sites as a result of purchase and sale transactions in connection with using the Sites may suffer harms and/or assert claims arising from their use of such products. All of the foregoing risks are hereafter referred to as "Transaction Risks". Each User agrees that OCC shall not be liable or responsible for any damages, claims, liabilities, costs, harms, inconveniences, business disruptions or expenditures of any kind that may arise a result of or in connection with any Transaction Risks.

7.2 User agrees to provide all information and materials as may be reasonably required by OCC in connection with your transactions conducted on, through or as a result of use of the Sites or Services. OCC has the right to suspend or terminate any User's account if the User fails to provide the required information and materials.

## **8. Limitation of Liability**

8.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES PROVIDED BY OCC ON OR THROUGH THE SITES ARE PROVIDED "AS IS", "AS AVAILABLE" AND "WITH ALL FAULTS", AND OCC HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, AND UNDERTAKINGS ARE HEREBY EXCLUDED.

8.2 TO THE MAXIMUM EXTENT PERMITTED BY LAW, OCC MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITES; OCC DOES NOT REPRESENT OR WARRANT THAT THE MANUFACTURE, IMPORTATION, EXPORT, DISTRIBUTION, OFFER, DISPLAY, PURCHASE, SALE AND/OR USE OF PRODUCTS OR SERVICES OFFERED OR DISPLAYED ON THE SITES DOES NOT VIOLATE ANY THIRD PARTY RIGHTS; AND OCC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING ANY PRODUCT OR SERVICE OFFERED OR DISPLAYED ON THE SITES.

8.3 Any material downloaded or otherwise obtained through the Sites is done at each User's sole discretion and risk and each User is solely responsible for any damage to OCC's computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from OCC or through or from the Sites shall create any warranty not expressly stated herein.

8.4 The Sites may make available to User services or products provided by independent third parties. No warranty or representation is made with regard to such services or products. In no event shall OCC and our affiliates be held liable for any such services or products.

8.5 Each User hereby agrees to indemnify and save OCC, our affiliates, subsidiaries and related parties and each of their respective directors, officers, agents and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's use of the Sites or Services (including but not limited to the display of such User's information on the Sites) or from your breach of any of the terms and conditions of the Terms. Each User hereby further agrees to indemnify and save OCC, our affiliates, subsidiaries and related parties and each of their respective directors, officers, agents and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise from User's breach of any representations and warranties made by User to OCC, including but not limited to those set forth in Section 5 hereunder.

8.6 Each User hereby further agrees to indemnify and save OCC, our affiliates, subsidiaries and related parties and each of their respective directors, officers, agents and employees harmless, from any and all losses, damages, claims, liabilities (including legal costs on a full indemnity basis) which may arise, directly or indirectly, as a result of any claims asserted by Third Party Rights claimants or other third parties relating to products offered or displayed on the Sites. Each User hereby further agrees that OCC is not responsible and shall have no liability to you, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User. OCC reserves the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with OCC in asserting any available defenses.

8.7 OCC shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort, equity or otherwise or any other damages resulting from any of the following.

- a) the use or the inability to use the Sites or Services;
- b) any defect in goods, samples, data, information or services purchased or obtained from a User or any other third party through the Sites;
- c) violation of Third Party Rights or claims or demands that User's manufacture, importation, export, distribution, offer, display, purchase, sale and/or use of products or services offered or displayed on the Sites may violate or may be asserted to violate Third Party Rights; or claims by any party that they are entitled to defense or indemnification in relation to assertions of rights, demands or claims by Third Party Rights claimants;
- d) unauthorized access by third parties to data or private information of any User;
- e) statements or conduct of any User of the Sites; or;
- f) any matters relating to Services however arising, including negligence.

8.8 Notwithstanding any of the foregoing provisions, the aggregate liability of OCC, our employees, agents, affiliates, subsidiaries, representatives or anyone acting on our behalf with respect to each User for all claims arising from the use of the Sites or Services during any calendar year shall be limited to the greater of (a) the amount of fees the User has paid to OCC or our affiliates during the calendar year with respect to the Services and (b) the maximum amount permitted in the applicable law. The preceding sentence shall not preclude the requirement by the User to prove actual damages. All claims arising from the use of the Sites or Services must be filed within one (1) year from the date the cause of action arose or such longer period as prescribed under any applicable law governing this Term of Use.

8.9 The limitations and exclusions of liability to you under the Terms shall apply to the maximum extent permitted by law and shall apply whether or not OCC has been advised of or should have been aware of the possibility of any such losses arising.

## **9. Force Majeure**

9.1 Under no circumstances shall OCC be held liable for any delay or failure or disruption of the content or services delivered through the Sites resulting directly or indirectly from acts of nature, forces or causes beyond our reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.

## **10. Intellectual Property Rights**

10.1 OCC is the sole owner or lawful licensee of all the rights and interests in the Sites and the Site Content. The Sites and Site Content embody trade secrets and other intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Sites and Site Content shall remain with OCC, our affiliates or licensors of the Site Content, as the case may be. All rights



not otherwise claimed under the Terms or by OCC are hereby reserved.

10.2 "OnCommand Connection", "OnCommand", and related icons and logos are registered trademarks or trademarks or service marks of OCC and related icons and logos are registered trademarks or trademarks or service marks of OCC, in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

10.3 OCC may have independent third parties involved in the provision of the Services (e.g., the authentication and verification service providers). You may not use any trademark, service mark or logo of such independent third parties without prior written approval from such parties.

## **11. Notices**

11.1 All legal notices or demands to or upon OCC shall be made in writing and sent to OCC personally, by courier, certified mail, or facsimile to the following entity and address: OCC Technologies, LLC., 2701 Navistar Drive, Lisle, Illinois 60532, Attn: Legal Department, Fax: (630) 753-7546. The notices shall be effective when they are received by OCC in any of the above-mentioned manner.

11.2 All legal notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to OCC, or by posting such notice or demand on an area of the Sites that is publicly accessible without a charge. Notice to a User shall be deemed to be received by such User if and when.

a) OCC is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or

b) immediately upon OCC posting such notice on an area of the Sites that is publicly accessible without charge.

11.3 You agree that all agreements, notices, demands, disclosures and other communications that OCC sends to you electronically satisfy the legal requirement that such communication should be in writing.

## **12. General Provisions**

12.1 Subject to any Additional Agreements, the Terms constitute the entire agreement between you and OCC with respect to and govern your use of the Sites and Services, superseding any prior written or oral agreements in relation to the same subject matter herein.

12.2 OCC and you are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by the Terms.

12.3 If any provision of the Terms is held to be invalid or unenforceable, such provision shall be deleted and the remaining provisions shall remain valid and be enforced.

12.4 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

12.5 OCC's failure to enforce any right or failure to act with respect to any breach by you under the Terms will not constitute a waiver of that right nor a waiver of OCC's right to act with respect to subsequent or similar breaches.

12.6 OCC shall have the right to assign the Terms (including all of our rights, titles,

benefits, interests, and obligations and duties in the Terms) to any person or entity (including any subsidiaries or affiliates of OCC). You may not assign, in whole or part, the Terms to any person or entity.

12.7 The Terms shall be governed by the laws of Illinois, USA; without regard to its conflict of law provisions and the parties to the Terms agree to submit to the exclusive jurisdiction of the federal and state courts located in Chicago, Illinois USA.

### **13. Privacy Policy**

13.1 OCC appreciates your interest in our products and website. Your privacy is important to us, and we want you to feel comfortable viewing our website and providing information to us. We may change or add to this privacy statement so we encourage you to review it periodically.

13.2 Any personal information you may choose to share with us on a website may be used for marketing research or other marketing and service related purposes, such as updates and customer satisfaction.

13.3 We collect information about every visit to our website by tracking Internet Protocol (IP) addresses. The information is used to improve our website and make your access to our website convenient and efficient.

13.4 Like many other websites, OCC uses "cookies" to allow us to better serve your interests. "Cookies" are small files placed on your hard drive that assist us in site traffic monitoring.

13.5 By using one of our websites, you consent to our use of visitor information as outlined in this online Privacy Statement. When a visitor registers on our site, he or she may choose to opt-out of any direct communications. A registrant may also choose to opt-out of direct communications at a later date.

### **14. Subscription Services**

14.1 For any services that you opt to receive under this Marketplace on a month to month basis, the following terms shall apply:

14.1.1 You receive at least one month's subscription upfront.

14.1.2 After the initial included time of 14.1.1, there will be auto-renews monthly for the next month's service.

14.1.3 Customers under the Month to Month plan will receive an auto-renewal email 7 days prior to the end of the then current billing month that will allow them the opportunity to not auto-renew their subscription for the additional month. Any cancellation notice will be effective at the end of the month that has been paid for and no refunds will be available for the previous service. OCC may change monthly subscription rates from time to time.

14.2 For any services that you opt to receive under this Marketplace to purchase your Hardware and receive a fixed period (such as 24 months) service subscription, the following terms shall apply:

14.2.1 The cost of the subscription under this plan is included in the price of the Hardware and may not be separately cancelled. No refund is available under this plan.

14.2.2 At the end of the fixed period, the subscription will auto-renew for another fixed period.

14.2.3 Customers under the fixed period plan, will receive an email 7 days prior to the subscription that will allow them the opportunity to not auto-renew their subscription for the additional fixed period. OCC may change monthly subscription rates from time to time.

14.3 For any services that you opt to receive under this Marketplace to receive your Hardware for no upfront charge with a 12 Month Subscription, but will be committed to a One Year Service Contract, the following terms shall apply:

14.3.1 You will pay for your Service Contract on a month to month basis over the 1 Year.

14.3.2 Customers terminating Service prior to the completion of 12 months shall pay the remainder of the 1 Year Service Contract within 30 days of such termination.

14.3.3 After the 1 Year period of section 14.3 there will be auto-renews monthly for the next month's service.

14.3.4 Customers under the 12 Month plan will receive an auto-renewal email 7 days prior to the end of the then current billing month that will allow them the opportunity to not auto-renew their subscription for the additional month. Any cancellation notice will be effective at the end of the month that has been paid for and no refunds will be available for the previous service. OCC may change monthly subscription rates from time to time.

14.4 For any services that you opt to receive under this Marketplace to receive your Hardware for no upfront charge with a Fixed Period Subscription, but will be committed to a specified Fixed Period Service Contract, which you will pay for on a month to month basis over the specified Fixed Period.

14.4.1 Customers terminating Service prior to the completion of the specified Fixed Period shall pay the remainder of the Fixed Period Service Contract within 30 days of such termination.

14.4.2 After the specified Fixed Period of Section 14.4, there will be auto-renews monthly for the next month's service.

14.4.3 Customers under the Fixed Period plan will receive an auto-renewal email 7 days prior to the end of the then current billing month that will allow them the opportunity to not auto-renew their subscription for the additional month. Any cancellation notice will be effective at the end of the month that has been paid for and no refunds will be available for the previous service. OCC may change monthly subscription rates from time to time.

**15 EXPORT CONTROL – Items purchased on this Marketplace are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.**