



Honda of America Mfg., Inc.

## Terms of Use

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#### 1. Acceptance through Use

Honda Heritage Center (“HHC”) provides you this website subject to these terms of use (“Terms of Use”). The following Terms of Use constitute a legal agreement. **By using this website, you hereby agree to these Terms of Use.** If you do not agree, please do not use this website. These Terms of Use apply to this website and any other Honda website that display or link to these Terms of Use.

Please also review our [Privacy Policy](#), which is incorporated herein by this reference.

#### 2. Conditions and Restrictions on Use.

Use of this website is subject to compliance with the Terms of Use. You agree to use this website only for your personal, non-commercial use. You further agree to comply with all procedures, rules and policies established by us, and all applicable federal, state, and local laws and regulations, including without limitation, the Communications Decency Act (47 U.S.C. § 223 et. seq.) and the Digital Millennium Copyright Act (17 U.S.C. § 101 et. seq.).

We hereby grant you a personal, revocable, non-exclusive, non-transferable, non-sublicensable right to access and use the website, services, and software for the purposes of browsing,



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You shall not, and shall not permit anyone else to, directly or indirectly: (i) adapt, translate, modify, reproduce or otherwise create derivatives of any part of the website, services, or software; (ii) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code or structure, sequence or organization of all or any part of the website, services, or software; (iii) rent, lease, resell, distribute or use the website, services, or software for timesharing, service bureau, or commercial purposes; (iv) remove or alter any proprietary notices or labels on or in the website, services, or software; (v) engage in any activity that interferes with, disrupts, damages, disables, overburdens, or impairs the website, services, or software; (vi) engage in any fraudulent, illegal, or unauthorized activity or activity that facilitates fraudulent, illegal, or unauthorized activity; (vii) misuse passwords or posted information; (viii) use the accounts of another person without permission; (ix) introduce viruses, Trojan horses, worms, time bombs, cancelbots, or any other similar software, programs, or malware; (x) publish, post, upload, distribute, or disseminate any false, misleading, offensive, abusive, inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information; (xi) send spam, junk, mass, duplicative, or unsolicited mail; (xii) advertise or offer to sell or buy any goods or services for any business purpose, unless specifically allowed; (xiii) abuse, harass, or harm another; (xiv) attempt to gain unauthorized access to the website, services, or software through hacking, password mining, or other means; (xv) violate any applicable laws or regulations; or (xvi) violate the privacy of others.

### **3. Your Obligations.**

In order to use our website, services, or software, you shall, where required, (i) provide true, accurate, current and complete information about yourself as prompted by the registration form; and (ii) maintain and promptly update this information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we may suspend or terminate all of your accounts or your current or future use of the website, services, or software.

You must be at least 18 years of age, or the legal age of majority where you reside if that jurisdiction has an older age of majority, to register for an account or use our website or service.

You are responsible for maintaining the confidentiality of any password or username associated with your account. You are responsible for all activities that occur under your account, including, without limitation, all actions by sub-users registered under your account. You agree to (a) immediately notify us of any unauthorized use of your password or account or any other breach of security, and (b) ensure that you exit from your account at the end of each session. We are not liable for any loss, damage or other cost arising from your failure to comply with this Section or from any unauthorized access to or use of your account. In the event of any dispute between two



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or more parties as to account ownership, you agree that we may act as the sole arbiter of such dispute in our sole discretion and that our decision is final and binding on all parties.

#### **4. Intellectual Property.**

Except as otherwise stated, nothing within the Terms of Use or this website shall be construed as conferring any license under the Terms of Use of any of our or any third party's intellectual property rights, whether by estoppel, implication, waiver, or otherwise. Without limiting the generality of the foregoing, you acknowledge and agree that all material, including, without limitation, data software, text, design elements, graphics, images, or other content, available through or used to operate this website, services, or software is protected by copyright, trademark, patent, trade secret or other proprietary rights by us and our affiliates, licensors, and service providers. You agree not to modify, alter, or deface any of the trademarks, service marks, other intellectual property, or content made available by us in connection with this website. You agree not to use any of the trademarks, service marks, copyrights, patents, trade secrets, or other intellectual property, or content accessible through this website for any purpose other than the purpose for which such content is made available to you. You agree not to defame or disparage us, our trademarks or service marks, or any aspect of this website. You agree not to adapt, translate, modify, decompile, disassemble, or reverse engineer this website or any software or programs used in connection with this website.

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#### **5. Termination.**

We may, in our sole discretion, terminate your password, account, or your right to use the website, services, or software, or remove or discard any and all of your content within the website, services, or software at any time for any reason or no reason, including, without limitation, for lack of use, or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms of Use with or without prior notice. We may immediately



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deactivate or delete your account and all related content related to your account or bar any further access to such content or the website, services, or software.

We are not liable to you or any third party for the termination of your right to use or otherwise access the website, service, or software. Sections 9 “Disclaimers,” 10 “Limitation of Liability,” 11 “Indemnification,” and 15 “Governing Law and Venue” survive the termination of the Terms of Use.

#### **6. Unsolicited Idea Submission Policy.**

We do not accept or consider unsolicited ideas, including ideas for new advertising campaigns, new promotions, new or improved products or technologies, product enhancements, processes, techniques, methods, systems, designs, plans, charts, concepts, other materials, marketing plans or new product names. Please do not send any original creative artwork, suggestions, ideas, concepts, techniques, procedures, methods, systems, designs, plans, charts, or other materials to us. If, despite our request that you not send us your ideas, you still send them, then regardless of what your letter or transmission says, such submissions will be considered non-confidential and non-proprietary, provided, however, that the foregoing shall not apply to personal (as opposed to technical or business) information that identifies an individual and that is subject to our [Privacy Policy](#) contained elsewhere on this website. In addition, such submissions will automatically become our property, without compensation to you, and we will have no obligations with respect to such submissions.

#### **7. Links to Other Websites.**

This website may include links to websites operated by other entities. Those websites are not under our control. We are not responsible for (i) their content, (ii) any changes or updates to the information on those websites, or (iii) the security or privacy policies or practices of those websites. We provide the linked websites to you only as a convenience. We do not endorse those websites, organizations operating those websites, or products or services on those websites.

This website may also include links to other Honda websites. Those websites may be governed by other or additional terms of use, privacy policies, or other agreements or policies. Please also review those documents.

#### **8. Links to This Website.**

We grant you a limited, revocable, and nonexclusive right to create a hyperlink to our home page so long as the link does not portray us, our subsidiaries or affiliates, or our products or services in a false, misleading, derogatory, or otherwise offensive manner. You may not frame or mirror any part of this website.

## 9. Disclaimers.

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COMPUTER TRANSMISSIONS OR NETWORK CONNECTIONS. THIS LIMITATION OF LIABILITY APPLIES TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION

#### **11. Indemnification.**

You agree to defend, indemnify and hold us, our affiliates or subsidiaries, and their respective officers, directors, agents, co-branders, other partners, and employees, harmless from any and all direct, indirect, incidental, consequential or otherwise damage, loss, liability, cost and expense, including, without limitation, reasonable attorneys' and accounting fees, resulting from any claim, demand, suit, proceeding, whether before an arbitrator, court, mediator or otherwise, or investigation made by any third party due to or arising out of (i) your content; (ii) the events listed on the website, service or software; (iii) your use of, contribution to or connection with the website, service, or software; (iv) your violation of the Terms of Use; or (v) your violation of any rights of another. We shall notify you of these events, provided that our failure or delay in providing this notice shall not limit your obligations hereunder. We may assume the exclusive defense and control of any matter which is subject to indemnification under this Section, and in such case, you shall cooperate with our reasonable requests in assisting our defense of such matter.

#### **12. Claims of Copyright Infringement.**

We are registered with the United States Copyright Office as a Service Provider. Notification of claimed copyright infringement should be submitted to the following Designated Copyright Agent:

Honda North America, Inc.  
24025 Honda Parkway  
Marysville, Ohio 43040  
Phone: (937) 642-5000  
Fax: (937) 644-6583  
E-Mail: [copyright@ham.honda.com](mailto:copyright@ham.honda.com)

#### **13. Copyright and Trademark Notices.**

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#### **14. Changes to the Terms of Use.**

We may revise the Terms of Use on one or more occasions and post a revised Terms of Use. We will also change the "Last Revised" date at the top of the Terms of Use. If changes to the Terms of Use are substantial, we will provide you with 30 days' prior notice by posting the changed version of the Terms of Use. Other changes are effective immediately upon posting on the website. Please check back frequently for updates. Your continued use of this website following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

On one or more occasions, we may modify, suspend or discontinue, temporarily or permanently, the website, services, software, in part or in whole, for any reason or no reason, with or without notice, in our sole discretion. We are not liable to you or to any third party for any modification, suspension, or discontinuation of the website, services, or software.

#### **15. Governing Law and Venue.**

The laws of the State of Ohio, USA, excluding its conflicts of laws principles, govern these Terms of Use. Any action at law or in equity arising out of or relating to the website or these Terms of Use must be filed exclusively in the state or federal courts located in Franklin County, Ohio, and you hereby consent and submit to the personal jurisdiction of those courts.

#### **16. Miscellaneous.**

The Terms of Use constitute the entire agreement between you and us.

If any provision of the Terms of Use is held to be invalid or unenforceable, in whole or in part, such holding shall not affect the validity or enforceability of the other provisions of these Terms of Use, and any part of such provision not held invalid or unenforceable shall remain in effect.

Our failure to enforce any provision of these Terms of Use or to act with respect to your breach of the Terms of Use is not a waiver of such provision nor of our right to act with respect to subsequent or similar breaches, nor of our right to enforce such provision.

Headings contained in these Terms of Use are for reference and convenience purposes only. They do not limit or change the meaning or interpretation of the terms in the Terms of Use.

You represent that you are of legal age to enter into this legally binding agreement. You represent that you are capable of entering into this legally binding agreement with us. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Terms of Use.

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Regardless of any statute, regulation, or law to the contrary, any claim or cause of action arising out of or related to the use of this website or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.