

## **MIDPOINT BEARING TERMS OF SERVICE AGREEMENT**

*PLEASE READ THE FOLLOWING TERMS OF USE AGREEMENT CAREFULLY. BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS AND ALL TERMS INCORPORATED HEREIN BY REFERENCE. IF YOU DO NOT EXPRESSLY AGREE TO ALL OF THE TERMS AND CONDITIONS, THEN PLEASE DO NOT ACCESS OR USE OUR SITES. THIS TERMS OF SERVICE AGREEMENT IS EFFECTIVE AS OF 02/01/2017.*

### **ACCEPTANCE OF TERMS**

The following Terms of Service Agreement (the "TOS") is a legally binding agreement that shall govern the relationship with our users and others which may interact or interface with Midpoint Bearing, also known as Midpoint, and our subsidiaries and affiliates, and the use of [www.midpointbearing.com](http://www.midpointbearing.com) (the "Site") and the features, components, and services currently made available on the Site (generally referred to as the "Services").

### **DESCRIPTION OF WEBSITE SERVICES OFFERED**

The Site is an e-commerce website which has the following description: Including, but not limited to: Distribution of Bearing & Power Transmission Products.

Any and all visitors to our Site, despite whether they are registered or not, shall be deemed as "users" of the Site and Services provided for the purpose of this TOS. Once an individual registers for our Site, through the process of creating an account, the user shall then be considered a "member."

The user and/or member acknowledges and agrees that the Services provided and made available through our Site, are the sole property of Midpoint Bearing. At its discretion, Midpoint Bearing may offer additional services and/or features, or update, modify or revise any current content or features of the Site, and this TOS shall apply to any and all updated, modified or revised content, features, and Services unless otherwise stipulated. Midpoint Bearing does hereby reserve the right to cancel and cease offering any of the aforementioned features, Services and/or products. You, as the end user and/or member, acknowledge, accept and agree that Midpoint Bearing shall not be held liable for any such updates, modifications, revisions, suspensions or discontinuance of any of our Services and/or products. Your continued use of the Site, after such posting of any updates, changes, and/or modifications shall constitute your acceptance of such updates, changes and/or modifications, and as such, frequent review of this TOS and any and all applicable terms and policies should be made by you to ensure you are aware of all terms and policies currently in effect. Should you not agree to the updated, modified, revised or modified terms, you must stop using the Site.

Furthermore, the user and/or member understands, acknowledges and agrees that the Site offered shall be provided "AS IS" and as such Midpoint Bearing shall not assume any responsibility or obligation for the timeliness, missed delivery, deletion and/or any failure to store user content, communication or personalization settings.

### **REGISTRATION**

To register and become a "member" of the Site, you must be 18 years of age and capable of entering into and forming a legally binding contract. In addition, you must be in good standing and not an individual that has been previously barred from receiving Midpoint's Site of Services under the laws and statutes of the United States or other applicable jurisdiction.

Furthermore, the registering party hereby acknowledges, understands and agrees to:

- a) furnish factual, correct, current and complete information with regards to yourself as may be requested by the data registration process, and
- b) maintain and promptly update your registration and profile information in an effort to maintain accuracy and completeness at all times.

### **PRIVACY POLICY**

Every member's registration data and various other personal information are strictly protected by the Midpoint Bearing Online Privacy Policy (see the full Privacy Policy at the bottom of the Site). As a member, you herein consent to the collection and use of the information provided, including the transfer of information within the United

States and/or other countries for storage, processing or use by Midpoint Bearing and/or our subsidiaries and affiliates.

### **MEMBER ACCOUNT, USERNAME, PASSWORD AND SECURITY**

After completion of the registration process, you will receive a random password—which you can later change—and account designation. You shall be responsible for maintaining the secrecy and confidentiality of your password and for all activities that transpire on, through or within your account. It shall be your responsibility to notify Midpoint Bearing immediately if you notice any unauthorized access or use of your account or password or any other breach of security. Midpoint Bearing shall not be held liable for any loss and/or damage arising from any failure to comply with this term and/or condition of the TOS.

### **CONDUCT**

As a user of the Site, you are solely responsible for any and all content posted, uploaded, emailed, transmitted or otherwise made available by way of the Site, and as such, we do not guarantee the accuracy, integrity or quality of such content. It is expressly understood that by use of the Site, you may be exposed to content including, but not limited to, any errors or omissions in any content posted, and/or any loss or damage of any kind incurred as a result of the use of any content posted, emailed, transmitted or otherwise made available by Midpoint.

Furthermore, you herein agree not to make use of the Site for the purpose of:

- c) uploading, posting, emailing, transmitting, or otherwise making available any content that shall be deemed unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or invasive of another's privacy or which is hateful, and/or racially, ethnically, or otherwise objectionable;
- d) causing harm to minors in any manner whatsoever;
- e) impersonating any individual or entity, including, but not limited to, any Midpoint officials, forum leaders, guides or hosts or falsely stating or otherwise misrepresenting any affiliation with an individual or entity;
- f) forging captions, headings or titles or otherwise offering any content that you personally have no right to pursuant to any law nor having any contractual or fiduciary relationship with;
- g) uploading, posting, emailing, transmitting or otherwise offering any such content that may infringe upon any patent, copyright, trademark, or any other proprietary or intellectual rights of any other party;
- h) uploading, posting, emailing, transmitting or otherwise offering any content that you do not personally have any right to offer pursuant to any law or in accordance with any contractual or fiduciary relationship;
- i) uploading, posting, emailing, transmitting, or otherwise offering any unsolicited or unauthorized advertising, promotional flyers, "junk mail," "spam," or any other form of solicitation, except in any such areas that may have been designated for such purpose;
- j) uploading, posting, emailing, transmitting, or otherwise offering any source that may contain a software virus or other computer code, any files and/or programs which have been designed to interfere, destroy and/or limit the operation of any computer software, hardware, or telecommunication equipment;
- k) disrupting the normal flow of communication, or otherwise acting in any manner that would negatively affect other users' ability to participate in any real time interactions;
- l) interfering with or disrupting any Midpoint Bearing Services, servers and/or networks that may be connected or related to our website, including, but not limited to, the use of any device software and/or routine to bypass the robot exclusion headers;
- m) intentionally or unintentionally violating any local, state, federal, national or international law, including, but not limited to, rules, guidelines, and/or regulations;
- n) providing informational support or resources, concealing and/or disguising the character, location, and or source to any organization delegated by the United States government as a "foreign terrorist organization" in accordance to Section 219 of the Immigration Nationality Act;
- o) "stalking" or with the intent to otherwise harass another individual; and/or
- p) collecting or storing of any personal data relating to any other member or user in connection with the prohibited conduct and/or activities which have been set forth in the aforementioned paragraphs.

Midpoint Bearing herein reserves the right to pre-screen, refuse and/or delete any content currently available through the Site. In addition, we reserve the right to remove and/or delete any such content that would violate the TOS or which would otherwise be considered offensive to other users and/or members.

Midpoint Bearing herein reserves the right to include the use of security components that may permit digital information or material to be protected, and that such use of information and/or material is subject to usage guidelines and regulations established by Midpoint Bearing or any other content providers supplying content services to Midpoint Bearing. You are hereby prohibited from making any attempt to override or circumvent any of the embedded usage rules in our Site. Furthermore, unauthorized reproduction, publication, distribution, or exhibition of any information or materials supplied by our Site, despite whether done so in whole or in part, is expressly prohibited.

#### **INDEMNITY**

All users and/or members herein agree to indemnify, defend and hold Midpoint Bearing, our subsidiaries, affiliates, agents, employees, officers, partners and/or licensors blameless or not liable from and against any liability, costs, claim or demand, which may include, but is not limited to, reasonable attorney fees, which may arise from or relate to any content a member or user of our Site may submit, post, modify, transmit or otherwise make available through our Site, the use of the Site or the Services, your violation or breach of the TOS and/or your violation of any such rights of another person. You shall use your best efforts to cooperate with us in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you.

#### **MODIFICATIONS**

Midpoint Bearing shall reserve the right, in its sole discretion, from time to time, to modify, alter and or discontinue, whether temporarily or permanently, our Site, the content or any part thereof, with or without prior notice. In addition, we shall not be held liable to you or to any third party for any such alteration, modification, suspension and/or discontinuance of our Site, the content or any part thereof.

#### **TERMINATION**

Midpoint Bearing may terminate these TOS, or terminate or suspend your access to the Site at any time, without or without cause, and with or without notice.

#### **LINKS**

Either Midpoint Bearing or any third parties may provide links to other websites and/or resources. Thus, you acknowledge and agree that we are not responsible for the availability of any such third party sites or resources, and as such, we do not endorse nor are we responsible or liable for any content, products, advertising or any other materials, on or available from such third party sites or resources. Furthermore, you acknowledge and agree that Midpoint Bearing shall not be responsible or liable, directly or indirectly, for any such damage or loss which may be a result of, caused or allegedly to be caused by or in connection with the use of or the reliance on any such content, goods or services made available on or through any such site or resource. We do not make any representations or warranties of any kind (express or implied) as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give any third party, and you hereby irrevocably waive any claim against us with respect to such sites and third-party content. We strongly encourage you to make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

#### **WARRANTY DISCLAIMERS**

YOU HEREIN EXPRESSLY ACKNOWLEDGE AND AGREE THAT:

- a) THE USE OF THE SITE IS AT THE SOLE RISK BY YOU. OUR SITE SHALL BE PROVIDED ON AN "AS IS" AND/OR "AS AVAILABLE" BASIS. MIDPOINT BEARING AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

- b) MIDPOINT BEARING AND OUR SUBSIDIARIES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS MAKE NO SUCH WARRANTIES THAT (i) MIDPOINT BEARING SITE WILL MEET YOUR REQUIREMENTS; (ii) MIDPOINT BEARING SITE SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (iii) THAT SUCH RESULTS WHICH MAY BE OBTAINED FROM THE USE OF THE MIDPOINT BEARING SITE WILL BE ACCURATE OR RELIABLE; (iv) QUALITY OF ANY PRODUCTS, SERVICES, ANY INFORMATION OR OTHER MATERIAL WHICH MAY BE PURCHASED OR OBTAINED BY YOU THROUGH OUR SITE WILL MEET YOUR EXPECTATIONS; AND (v) THAT ANY SUCH ERRORS CONTAINED IN THE SITE SHALL BE CORRECTED.
- c) ANY INFORMATION OR MATERIAL DOWNLOADED OR OTHERWISE OBTAIN BY WAY OF THE SITE SHALL BE ACCESSED BY YOUR SOLE DISCRETION AND SOLE RISK, AND AS SUCH YOU SHALL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVE ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO YOUR COMPUTER AND/OR INTERNET ACCESS, DOWNLOADING AND/OR DISPLAYING, OR FOR ANY LOSS OF DATA THAT COULD RESULT FROM THE DOWNLOAD OF ANY SUCH INFORMATION OR MATERIAL.
- d) NO ADVICE AND/OR INFORMATION, DESPITE WHETHER WRITTEN OR ORAL, THAT MAY BE OBTAINED BY YOU FROM MIDPOINT BEARING OR BY WAY OF OR FROM THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- e) A SMALL PERCENTAGE OF SOME USERS MAY EXPERIENCE SOME DEGREE OF EPILEPTIC SEIZURE WHEN EXPOSED TO CERTAIN LIGHT PATTERNS OR BACKGROUNDS THAT MAY BE CONTAINED ON A COMPUTER SCREEN OR WHILE USING THE SITE. CERTAIN CONDITIONS MAY INDUCE A PREVIOUSLY UNKNOWN CONDITION OR UNDETECTED EPILEPTIC SYMPTOM IN USERS WHO HAVE SHOWN NO HISTORY OF ANY PRIOR SEIZURE OR EPILEPSY. SHOULD YOU, ANYONE YOU KNOW OR ANYONE IN YOUR FAMILY HAVE AN EPILEPTIC CONDITION, PLEASE CONSULT A PHYSICIAN IF YOU EXPERIENCE ANY OF THE FOLLOWING SYMPTOMS WHILE USING THE SITE: DIZZINESS, ALTERED VISION, EYE OR MUSCLE TWITCHES, LOSS OF AWARENESS, DISORIENTATION, ANY INVOLUNTARY MOVEMENT, OR CONVULSIONS.

#### **LIMITATION OF LIABILITY**

YOU EXPLICITLY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT MIDPOINT BEARING AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS SHALL NOT BE LIABLE TO YOU FOR ANY PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES WHICH MAY BE RELATED TO THE LOSS OF ANY PROFITS, GOODWILL, USE, DATA AND/OR OTHER INTANGIBLE LOSSES, EVEN THOUGH WE MAY HAVE BEEN ADVISED OF SUCH POSSIBILITY THAT SAID DAMAGES MAY OCCUR, AND RESULT FROM:

- a) THE USE OR INABILITY TO USE OUR SITE OR SERVICE;
- b) THE COST OF PRECURING SUBSTITUTE GOODS AND SERVICES;
- c) UNAUTHORIZED ACCESS TO OR THE ALTERATION OF YOUR TRANSMISSIONS AND/OR DATA;
- d) STATEMENTS OR CONDUCT OF ANY SUCH THIRD PARTY ON OUR SITE; AND
- e) ANY OTHER MATTER WHICH MAY BE RELATED TO USE OF OUR SITE.

#### **EXCLUSION AND LIMITATIONS**

THERE ARE SOME JURISDICTIONS WHICH DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THEREFORE, SOME OF THE ABOVE LIMITATIONS OF SECTIONS WARRANTY DISCLAIMERS AND LIMITATION OF LIABILITY MAY NOT APPLY TO YOU.

#### **TRADEMARK INFORMATION**

You herein acknowledge, understand and agree that all of the trademarks on the Site are either trademarks or registered trademarks of Midpoint Bearing or its affiliates, suppliers or licensors and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Midpoint. All page headers, custom graphics, button icons, and scripts are service marks, trademarks and/or trade dress of Midpoint Bearing or its affiliates, and may not be copied, imitated, or used, in whole or in part, without the prior written permission of Midpoint. Other trademarks, registered trademarks, product names, and company names or logos displayed on the Site are the property of their respective owners.,

#### **COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS NOTICE & PROCEDURES**

All content on the Site, including but not limited to design, text, software, technical drawings, configurations, graphics, other files, and their selection and arrangement (“Content”), are either Copyright © 2016 Midpoint, Inc., or are the proprietary property of the affiliates, suppliers or licensors of Midpoint, Inc. All rights reserved. The Content may not be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without Midpoint Bearing’s prior written permission. Please note that this limited consent, if provided, is contingent upon your compliance with these TOS and may be revoked at any time and does not include consent to republish Content or to incorporate the information in any other database or compilation. Any other use of the Content is strictly prohibited.

Midpoint Bearing respects the intellectual property of others, and we ask that all of our users do the same. If you feel that your work has been duplicated in such a way that would constitute copyright infringement, or if you believe your intellectual property rights have been otherwise violated, you should provide Midpoint Bearing the following information:

- a) The electronic or the physical signature of the individual that is authorized on behalf of the owner of the copyright or other intellectual property interest;
- b) A description of the copyrighted work or other intellectual property that you believe has been infringed upon;
- c) A description of the location of the Site which you allege has been infringing upon your work;
- d) The physical address, telephone number, and email address;
- e) A statement, in which you state that the alleged and disputed use of your work is not authorized by the copyright owner, its agents or the law;
- f) And finally, a statement, made under penalty of perjury, that the aforementioned information in your notice is the truth and accurate, and that you are the copyright or intellectual property owner, representative or agent authorized to act on the copyright or intellectual property owner's behalf.

The Midpoint Bearing agent for notice of claims of copyright or other intellectual property infringement can be contacted as follows:

Mailing Address:  
Midpoint Bearing  
Attn: Copyright Agent  
P.O. Box 1400  
Ontario, California 91762  
Telephone: 800-227-2136  
Email: [admin@midpointbearing.com](mailto:admin@midpointbearing.com)

#### **GENERAL INFORMATION**

##### ***ENTIRE AGREEMENT***

This TOS constitutes the entire agreement between you and Midpoint Bearing and shall govern the use of our Site, superseding any prior version of this TOS between you and us with respect to the Site. You may also be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software.

***CHOICE OF LAW AND FORUM***

It is at the mutual agreement of both you and Midpoint Bearing with regard to the TOS that the relationship between the parties shall be governed by the laws of the state of California without regard to its conflict of law provisions and that any and all claims, causes of action and/or disputes, arising out of or relating to the TOS, or the relationship between you and Midpoint Bearing, shall be filed exclusively within the courts having jurisdiction within the County of San Bernardino, California or the U.S. District Court located in said state. You and Midpoint Bearing agree to submit to the jurisdiction of the courts as previously mentioned, and agree to waive any and all objections to the exercise of jurisdiction over the parties by such courts and to venue in such courts.

***WAIVER AND SEVERABILITY OF TERMS***

At any time, should Midpoint Bearing fail to exercise or enforce any right or provision of the TOS, such failure shall not constitute a waiver of such right or provision. If any provision of this TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.

***STATUTE OF LIMITATIONS***

You acknowledge, understand and agree that regardless of any statute or law to the contrary, any claim or action arising out of or related to the use of our Site or the TOS must be filed within 1 year(s) after said claim or cause of action arose or shall be forever barred.

***VIOLATIONS***

Please report any and all violations of this TOS to Midpoint Bearing as follows:

Mailing Address:  
Midpoint Bearing  
Attn: Copyright Agent  
P.O. Box 1400  
Ontario, California 91762

Telephone: 800-227-2136  
Email: [admin@midpointbearing.com](mailto:admin@midpointbearing.com)