



## eCRIMP APPLICATION TERMS OF USE

**Last Revised:** February 27, 2020

The following terms and conditions (the "Terms of Use") constitute a binding agreement between you and Gates Corporation ("Gates," "we," or "us") with respect to your use of our mobile eCrimp application ("Application" or "App"), and the services available on such platform (collectively, the "Services"), including any Content (as defined in Section 2 below).

BY ACCESSING OR USING THE SERVICES IN ANY MANNER (WHETHER AUTOMATED OR OTHERWISE), YOU (A) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE TERMS OF USE AND OUR PRIVACY POLICY <https://www.gates.com/us/en/utility/privacy-policy>, WHICH IS INCORPORATED HEREIN BY REFERENCE, AND (B) AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE (OR HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION WHERE YOU RESIDE). IF YOU DO NOT AGREE TO THESE TERMS OF USE OR OUR PRIVACY POLICY, DO NOT DOWNLOAD THE APP OR USE THE SERVICES.

THESE TERMS OF USE INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO THE APPLICATION OR THE SERVICES, THESE TERMS OF USE AND/OR OUR PRIVACY POLICY TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. THE DISPUTE RESOLUTION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. MORE INFORMATION ABOUT THE ARBITRATION AND CLASS ACTION WAIVER CAN BE FOUND IN SECTION 15 (ARBITRATION AGREEMENT) BELOW. THESE TERMS OF USE ALSO INCLUDE A JURY TRIAL WAIVER.

- 1. Changes to Terms of Use.** We may revise and update these Terms of Use from time to time in our sole discretion. The date these Terms of Use were last updated is set forth at the top of this page. All changes are effective after posting for current users (except in cases of any mandatory grace period required under applicable law, in which case such grace period shall apply) and immediately for new users, and apply to all access to and use of the Services thereafter. Your continued use of the Services following the posting of revised Terms of Use means that you accept and agree to the changes.
- 2. Scope of and Restrictions on Use.** Subject to these Terms of Use, Gates grants you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to: (a) access and use the Services for your personal, non-commercial use or legitimate business purposes, including any graphics, text, instructions, images, audio files and/or other sounds, videos, and other materials you may view on, access through, or are otherwise related to the Services (collectively, the "Content"); and (b) download and install the Application on mobile devices owned or otherwise controlled by you (each, a "Mobile Device"). Except as otherwise provided in these Terms of Use, the Content may not be copied, downloaded, or stored in a retrieval system for any other purpose, nor may it be redistributed, reused, or modified for any purpose, without the express written permission of Gates. You agree not to:

- collect information from the Services using an automated software tool or manually on a mass basis;
- use automated means to access the Services, or gain unauthorized access to the Services or to any account or computer system connected to the Services;
- obtain, or attempt to obtain, access to areas of the Application or our systems that are not intended for access by you;
- “flood” the Services with requests or otherwise overburden, disrupt, or harm the Services or our systems;
- restrict or inhibit other users from accessing or using the Services;
- modify or delete any copyright, trademark, or other proprietary rights notices that appear on the Application or in the Content; or
- access or use the Services or Content for any unlawful purpose or otherwise beyond the scope of the rights granted herein.

If you download the Application, you further agree not to:

- copy the Application (except to install it on your Mobile Devices);
- modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Application;
- reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Application or any part thereof;
- rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Application or any features or functionality of the Application to any third party for any reason, including by making the Application available on a network where it is capable of being accessed by more than one device at any time; or
- remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Application.

3. **Ownership.** The Services (including the Content) are owned by Gates and its licensors and are protected under copyright, trademark, and other applicable United States and international laws and treaties. Without limiting the foregoing, the trademarks, service marks, and logos displayed on the Application are registered and unregistered marks of Gates and its licensors. The Application is licensed, not sold, to you. You acknowledge and agree that, as between you and Gates, Gates is and shall remain the sole owner of the Services and the Content, including, without limitation, all patents, copyrights, trademarks, trade secrets, and other intellectual property and proprietary rights therein and thereto.
4. **Account Registration and Security.** Access to and use of certain Services requires you to register for an account. You agree to provide true, accurate, current, and complete information about yourself as prompted by the applicable registration or log-in form, and you are responsible for keeping such information up to date. You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You may not share your account with anyone or allow anyone else to access or use your account. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to immediately notify Gates of any unauthorized use of your account, or any other breach of security. We are not liable for any loss or damage arising from your failure to protect your username or password.
5. **Electronic Communications.** The communications between you and Gates via the Services use electronic means. For contractual purposes, you consent to receive communications from us in electronic form, and you agree that all terms and conditions, agreements, notices, disclosures, and

other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

6. **Privacy Policy.** You acknowledge and agree that all information collected by Gates is subject to our Privacy Policy <https://www.gates.com/us/en/utility/privacy-policy>. By using the Services, you consent to all actions we take with respect to your information in compliance with our Privacy Policy.
7. **Application Updates.** Gates may, from time to time in its sole discretion, develop and provide Application updates, which may include upgrades, bug fixes, patches and other error corrections and/or new features (collectively, “Updates”). Updates may also modify or delete in their entirety certain features and functionality of the Services. You agree that Gates has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality of the Services. Based on your Mobile Device settings, when your Mobile Device is connected to the Internet, either: (a) an Application will automatically download and install all available Updates; or (b) you may receive notice of or be prompted to download and install available Updates. You agree to promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the Application and will be subject to these Terms of Use.
8. **Change and Suspension.**
  - 8.1. Changes to the Services. Gates reserves the right to make changes to, suspend, or discontinue (temporarily or permanently) the Services or any portion thereof (including any Content) at any time. You agree that Gates will not be liable to you or to any third party for any such change, suspension, or discontinuance.
  - 8.2. Suspension/Termination of Access. Gates has the right to deny access to, and to suspend or terminate your access to, the Services or to any features or portions thereof, at any time and for any reason, including if you violate these Terms of Use. If we suspend or terminate your access to the Services, you will continue to be bound by the Terms of Use that were in effect as of the date of your suspension or termination.
9. **Disclaimer; Limitation of Liability.**
  - 9.1. Acknowledgements. You acknowledge and agree that each time you submit information in order to generate crimper specifications through the App, the crimper specifications generated are specific to the information submitted and supersede all previous printed and electronic crimper specifications obtained through the App or other means available from Gates. All settings available through the App are APPROXIMATE and provided without guarantee, representation or warranty of any kind. You are responsible for always checking the final crimp measurements to ensure the crimp has been properly formed. Under no circumstances will Gates be liable or responsible for your use of any specifications or other information obtained through the App.
  - 9.2. Disclaimer of Warranties. THE SERVICES, THE APPLICATION AND THE CONTENT ARE PROVIDED TO YOU ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, AND GATES HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-

INFRINGEMENT. NEITHER GATES NOR ANY PERSON ASSOCIATED WITH GATES MAKES ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICES, THE APPLICATION OR ANY CONTENT. WITHOUT LIMITING THE FOREGOING, NEITHER GATES NOR ANYONE ASSOCIATED WITH GATES REPRESENTS OR WARRANTS THAT THE SERVICES, THE APPLICATION OR THE CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES, THE APPLICATION, CONTENT, OR THE SERVERS THAT MAKE THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE SERVICES, THE APPLICATION OR THE CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

9.3. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL GATES OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, THE APPLICATION OR THE CONTENT, INCLUDING, BUT NOT LIMITED TO, BODILY INJURY OR DEATH, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IF, NOTWITHSTANDING THE PROVISIONS OF THIS SECTION 9.3, GATES IS FOUND LIABLE FOR ANY LOSS, DAMAGE, OR INJURY UNDER ANY LEGAL THEORY RELATING IN ANY WAY TO THE SUBJECT MATTER OF THESE TERMS OF USE, IN NO EVENT WILL GATES' AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY EXCEED U.S. \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE. USE OF THE SERVICES AND THE APPLICATION IS AT YOUR SOLE RISK.

9.4. Exclusions. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consequential damages, so some of the exclusions and/or limitations in this Section 9 may not apply to you.

**10. Indemnification.** You agree to indemnify, defend, and hold Gates and its officers, directors, employees, agents, licensors, and service providers harmless from and against any claims, liabilities, losses, damages, judgments, awards, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from your use of the Services, Application and/or any Content, or any violation of these Terms of Use or applicable law. We reserve the right, at our own expense, to assume the exclusive defense and control of any action subject to indemnification by you, and in such event you agree to cooperate with us in defending such action. Your indemnification, defense, and hold harmless obligations will survive the termination of your use of the Services and/or these Terms of Use.

**11. Third Party Materials.** The Services may display, include, or make available third-party content (including data, information, applications and other products services and/or materials) or provide links to third-party websites or services (collectively, "Third Party Materials"). You acknowledge and agree that Gates is not responsible for any Third Party Materials, including their accuracy, completeness, timeliness, validity, legality, decency, quality, or any other aspect thereof. Gates does not assume and will not have any liability to you or any other person or entity for any Third Party

Materials. Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them at entirely at your own risk and subject to such third parties' terms and conditions.

- 12. Third Party Platforms.** Gates may provide the Services to you through third-party websites, operating systems, platforms, and portals (collectively, "Third Party Platforms"). Additional terms and conditions may apply to you with respect to your use of Third Party Platforms, which are not under Gates' control. Gates does not assume any responsibility or liability for your use of such Third Party Platforms.
- 13. Notice Regarding Apple.** The following additional terms and conditions apply to use of the Application on an Apple, Inc. ("Apple") iOS-powered Mobile Device. You and Gates acknowledge that these Terms of Use are concluded between you and Gates only, and not with Apple, and Apple is not responsible for the Application or the Content thereof. You agree that your license to use the Application is limited to the Apple iOS Mobile Device that you own or control and that your use of the Application shall be subject to the usage rules set forth in Apple's then-current App Store Terms of Service. You and Gates acknowledge that Apple shall have no obligation to provide maintenance and support services with respect to the Application. In the event of any failure of the Application to conform to any applicable warranty, you may contact Apple and Apple will refund the purchase price for the Application to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application, and Apple will not be responsible for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Application to conform to any applicable warranty. Please note that we have disclaimed all warranties with respect to the Application - see Section 9.2 (Disclaimer of Warranties). You and we acknowledge that Apple shall have no responsibility for addressing any claims by you or any third party relating to the Application or your possession and/or use of the Application, including, but not limited to: (a) product liability claims; (b) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection, privacy or similar legislation. If a third party claims that the Application or your possession and use of the Application infringes a third party's intellectual property rights, Apple is not responsible for the investigation defense, settlement or discharge of any such intellectual property infringement claim. You represent and warrant that you are not located in a country that is subject to a United States government embargo, or that has been designated by the United States government as a "terrorist supporting" country, and that you are not listed on any United States government list of prohibited or restricted parties. Gates' contact information for any questions, complaints or claims with respect to the Application is set forth in Section 17 below. You agree to comply with all applicable third party terms of agreement when using the Application. You and we acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use. Upon your acceptance of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against you as a third party beneficiary thereof.
- 14. U.S. Export Controls.** The Application may be subject to United States export laws, including the including the United States Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Application to, or make the Application accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable laws, rules, and regulations, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Application available outside the United States.

**15. ARBITRATION AGREEMENT. PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS AND IMPACTS THE WAY THAT YOU AND WE BRING CLAIMS AGAINST EACH OTHER AND HOW THOSE CLAIMS ARE DECIDED.**

15.1. Dispute Resolution. YOU AND WE AGREE THAT ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY, OR FORMATION OF THESE TERMS OF USE OR YOUR USE OF THE APPLICATION, SERVICES AND/OR CONTENT WILL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, RATHER THAN IN COURT. THIS AGREEMENT TO ARBITRATE IS INTENDED TO BE BROADLY INTERPRETED AND INCLUDES ANY DISPUTE, CLAIM, OR CONTROVERSY BETWEEN YOU AND GATES REGARDING ANY ASPECT OF YOUR RELATIONSHIP WITH US OR ANY CONDUCT OR FAILURE TO ACT ON OUR PART, INCLUDING CLAIMS BASED ON BREACH OF CONTRACT, TORT (FOR EXAMPLE, A NEGLIGENCE OR PRODUCT LIABILITY CLAIM), VIOLATION OF LAW OR ANY CLAIMS BASED ON ANY OTHER THEORY, AND INCLUDING THOSE BASED ON EVENTS THAT OCCURRED PRIOR TO THE DATE OF THIS AGREEMENT, WITH THE FOLLOWING EXCEPTIONS:

- You may assert claims in your local small claims court if its rules permit it;
- Any claim regarding the validity, protection or enforcement of a party's intellectual property rights (such as its patent, copyright, trademark, trade secret, or moral rights, but not including its privacy or publicity rights) must be brought in court; and
- In the event this agreement to arbitrate is for any reason held to be unenforceable, any dispute or claim against us (except for small-claims court actions) may be commenced only in a federal or state court located in Denver, Colorado, U.S.A. and we both consent to the jurisdiction of and venue in those courts for such purposes. We both also consent to the jurisdiction of and venue in those courts for purposes of any claim regarding the validity, protection or enforcement of a party's intellectual property rights (excluding its privacy or publicity rights). You agree to waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

This agreement to arbitrate is governed by the Federal Arbitration Act, including its procedural provisions, in all respects.

15.2. Prohibition of Class Actions and Non-Individualized Relief. ANY ARBITRATION WILL BE CONDUCTED BY THE PARTIES IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION. UNLESS BOTH YOU AND WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, CLASS, OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). If this specific provision is found to be unenforceable, then all of Section 15, other than subsection 15.7, will be null and void and neither of us will be entitled to arbitrate our dispute.

- 15.3. Arbitration Rules. The arbitration will be administered by the American Arbitration Association (“AAA”) and will be governed by AAA’s Consumer Arbitration Rules (“AAA Rules”), as modified by this Agreement. The AAA Rules may be accessed at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity, and must enforce the same limitations stated in this Agreement as a court would. The arbitrator will issue an award decision in writing but will not provide an explanation for the award unless you or Gates requests one. The arbitrator’s award shall be final and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.
- 15.4. Demand for Arbitration. A party who intends to arbitrate (“Claimant”) must first send to the other party (“Respondent”) a written notice, entitled “Demand for Arbitration” (“Demand”). The Demand must: (a) briefly explain the dispute; (b) provide the Claimant’s name and address, the address of the Claimant’s representative (if the Claimant has one), and the Respondent’s name and address (for Gates see below); (c) specify the amount of money in dispute, if applicable; (d) if the Claimant is requesting an in-person hearing, identify the requested location for the hearing; and (e) include a statement of what the Claimant wants. The Claimant must send one copy of the Demand to AAA at the same time the Claimant sends it to the Respondent. When sending a copy of the Demand to AAA, the Claimant must also include a copy of this arbitration agreement and any amendments to it (see Section 15.6) and the then current filing fee required by the AAA. The Demand must be sent to the AAA at the following address:

American Arbitration Association  
Case Filing Services  
1101 Laurel Oak Road, Suite 100  
Voorhees, NJ 08043

Alternatively, the Demand may be filed with the AAA online using: AAA WebFile: <https://www.adr.org>. Any Demand to Gates should be addressed to: Gates Corporation, Attn: Legal Department, 1144 15th Street, Denver, CO 80202.

- 15.5. Filing, Administration and Arbitrator Fees. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules, unless otherwise stated in this Section 15. Any request for payment of filing, administration, and arbitrator fees by Gates should be submitted by mail to the AAA along with your Demand and Gates will make arrangements to pay all such necessary fees directly to the AAA. If the arbitrator determines that the claim(s) you assert in the arbitration are frivolous, you agree to reimburse us for all fees associated with the arbitration paid by Gates on your behalf that you otherwise would be obligated to pay under the AAA Rules.
- 15.6. Amendment to Arbitration Provisions. Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any amendment to the arbitration provisions in this Section 15 in the future (other than an amendment to any notice address or site link provided herein), that amendment shall not apply to any claim that was filed in a legal proceeding against Gates prior to the effective date of the amendment. The amendment shall apply to all other disputes or claims that have arisen or may arise between you and Gates. We will notify you of amendments to the arbitration provisions of this Section 15 by posting the amended terms on <https://www.gates.com/us/en/about-us/policies>, and/or by providing notice to you by email, at least 30 days before the effective date of the amendments. If you do not agree to the amended terms, you may close your account with

Gates and delete the Application from your Mobile Device within the 30-day period and you will not be bound by the amended terms.

15.7. JURY TRIAL AND CLASS ACTION WAIVER. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, YOU AND GATES EACH UNCONDITIONALLY WAIVE ANY RIGHT TO A JURY TRIAL. THIS MEANS THAT ANY CLAIM WOULD BE DECIDED BY A JUDGE, NOT A JURY. FURTHER, WITH RESPECT TO ANY CLAIM THAT PROCEEDS IN A COURT, YOU AND WE AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL ACTION OR PROCEEDING.

## 16. Miscellaneous.

16.1. Geographic Restrictions. Gates is based in the State of Colorado in the United States. Access to and use of the Services may not be legal by certain persons or in certain countries. You understand and agree that if you access the Services or Content from outside the United States, you do so on your own initiative and are responsible for your access and/or use of the Services and/or Content in compliance with local laws.

16.2. Governing Law; Jurisdiction and Venue. These Terms of Use and any dispute or claim arising out of or related to these Terms of Use, their subject matter, or their formation (in each case, including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the State of Colorado, other than such laws and case law that would result in the application of the laws of a jurisdiction other than the State of Colorado.

16.3. Limitation on Time to File Claims. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SERVICES (INCLUDING THE CONTENT) MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

16.4. Waiver and Severability. Our failure to exercise or enforce any right or provision of these Terms of Use will not constitute a waiver of such right or provision. If any provision of these Terms of Use is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent possible, and the remaining provisions of these Terms of Use will continue in full force and effect.

16.5. Entire Agreement. These Terms of Use, including our Privacy Policy <https://www.gates.com/us/en/utility/privacy-policy>, and the Terms of Sale effective between Gates and you in the respective jurisdiction <https://www.gates.com/us/en/about-us/policies/sales-terms-and-conditions>, all of which are incorporated by this reference,, constitute the sole and entire agreement between you and Gates with respect to the subject matter hereof, and supersede and replace all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

17. **Questions.** If you have any questions about the Services or these Terms of Use, please +1 (303) 744-1911, email us at CorpComm@gates.com, or write to us at Gates Corporation, Attn: Corporate Communications, 1144 15th Street, Denver, CO 80202.



- 18. Notice to California Residents.** If you are a California resident, in accordance with Cal. Civ. Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834, or by telephone at (800) 952-5210.