

# Terms and Conditions

Effective Date: 2/15/2021

You may use the thyssenkrupp Access Corp. website but in doing so you agree to the following terms and conditions:

## **General**

These terms and conditions govern your use of our website and by using our website, you are agreeing to accept our terms and conditions in full and without exception. If for any reason you do not accept the terms and conditions, you must not use our website. If you are in any doubt, please get in touch with thyssenkrupp Access Corp. via our contact us page.

By using the website, you represent that you are a resident of the United States and 18 years of age or older.

Your use of this website is also subject to our [Privacy Statement](#).

## **Disclaimer and limitation of liability for use of our website**

thyssenkrupp Access Corp. has sought to ensure that the information contained in this website is correct. However, we cannot and do not warrant its completeness or accuracy. In addition, we do not commit to or guarantee that the website remains available or that the material on the website is kept up-to-date. To the maximum extent permitted by applicable laws, thyssenkrupp Access Corp. accepts no liability whatsoever for your use of the website and Content (defined below).

To the full extent possible permitted by applicable law, thyssenkrupp Access Corp. disclaims all representations, warranties and conditions relating to this website, the use of this website and the Content contained in it. For the avoidance of doubt and without limitation, thyssenkrupp Access Corp. also disclaims all implied representations or warranties relating to merchantability, fitness for purpose, non-infringement, and/or the use of reasonable care and skill. In addition, in no event shall thyssenkrupp Access Corp. be liable for any indirect, incidental, special, exemplary, punitive or consequential damages, even if advised of the possibility of such damages.

Some states do not allow limitations on implied warranties or the exclusion or limitation of certain damages, so the above disclaimers, exclusions, and limitations may not apply to you.

## **Updates and changes to the website and these terms and conditions**

thyssenkrupp Access Corp. reserves the right to modify the website Content, or discontinue the website (or any part thereof) at any time. We may revise, change or update these terms and conditions from time-to-time, which may also include the addition or removal of information. It is your responsibility to check the current version of the terms and conditions in use. The revised version shall apply from the date of publication on our website.

## **Intellectual property rights**

As thyssenkrupp Access Corp. has developed this website, we own the intellectual property rights to it, and we own or use with permission all the trademarks, service marks, data, information, software, photographs, videos, and other content and material on the website (collectively referred to herein as Content). We reserve all our legal rights in the website and you are not allowed to use, copy or reproduce any Content without our permission, except that you are granted a limited, non-exclusive, revocable license to use the Content and reproduce or download one copy for your own personal, non-commercial use.

## **Entire agreement**

No other agreements, documents or representations shall form part of this agreement other than this document. In using our website, you acknowledge that these terms and conditions constitute the entire agreement between you and us. You further acknowledge and accept that these terms and conditions supersede any and all previous agreements in respect of your use of this website.

## **Governing Law; Dispute Resolution**

These terms and conditions will be governed by and construed under the laws of the State of Missouri, without regard to conflict of laws principles. Any dispute, controversy or claim (Dispute) relating to these Terms and Conditions or your use of this website shall be resolved by binding arbitration in Washington, D.C. in accordance with the then prevailing Consumer Arbitration Rules of the American Arbitration Association (AAA). For more details, click [here](#) to access the AAA rules. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no Dispute shall be joined to a Dispute involving any other party subject to these Terms, whether through class arbitration proceedings or otherwise. Certain portions of this Section are deemed to be a "written agreement to arbitrate" pursuant to the Federal Arbitration Act. You and we agree that we intend that this section satisfies the "writing" requirement of the Federal Arbitration Act.

Under these terms, all Disputes will be resolved through BINDING ARBITRATION. In arbitration, as with a court, the arbitrator must honor the terms set forth herein and can award the prevailing party damages and other relief (including attorneys' fees). However, WITH ARBITRATION (A) YOUR RIGHTS WILL BE DETERMINED BY A

NEUTRAL ARBITRATOR, THERE IS NO JUDGE OR JURY, AND YOU GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS (EXCEPT FOR MATTERS TAKEN TO SMALL CLAIMS COURT), (B) YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND (C) THE ARBITRATION PROCEEDINGS AND ARBITRATION OUTCOME ARE SUBJECT TO CERTAIN CONFIDENTIALITY RULES, AND JUDICIAL REVIEW OF THE ARBITRATION OUTCOME IS LIMITED. The arbitrator will provide a detailed written statement of decision, which will be part of the arbitration award and admissible in any judicial proceeding to confirm, correct or vacate the award.

The provisions above do not apply to any legal action taken by thyssenkrupp Access Corp. to seek an injunction, whether temporary, preliminary, or permanent in nature, in connection with any loss, cost, or damage (or any potential loss, cost, or damage) relating to the website, our intellectual property rights and/or thyssenkrupp Access Corp.'s operations. Notwithstanding anything described above, either party may bring a qualifying claim or dispute in small claims court.

Except to the extent that arbitration is required as described above, and except as to the enforcement of any arbitration decision or award, any action or proceeding relating to any Dispute may only be instituted in federal or state courts in the District of Columbia. Accordingly, you and we consent to the exclusive personal jurisdiction and venue of such courts for such matters.