

ContiAcademy Privacy Notice

Effective Date: August 31, 2023

PRIVACY NOTICE /YOUR PRIVACY RIGHTS

If you are a California resident, please [click here](#) for more information about your specific privacy rights.

ACCESSIBILITY -- if you are having any trouble accessing this privacy notice or the Website, please email us at privacy@continental.com.

1. Introduction

Continental Tire the Americas, LLC (“CTA”, “us,” “we,” or “our”) collects and processes information about you as described in this Privacy Notice (“Notice”). We are committed to protecting the privacy of those with whom we interact. This Notice contains details about how we collect, use, and disclose Personal Information that we obtain from and about you when you interact with the Website. Please read this Notice carefully.

Whenever you interact with us on behalf of another individual or entity, such as by providing or accessing Personal Information about another individual, you represent that your interactions and exchanges comply with applicable data protection laws. You shall have sole responsibility for any violation of privacy laws as a result of a failure to inform the other individual about how their Personal Information will be processed or to obtain any necessary consent from such individual.

Changes: We may update this Notice from time to time. The current Notice will be effective when posted. Please check this Notice periodically for updates. If any of the changes are unacceptable to you, you should discontinue your use of the Website and cease interacting with us. When required under applicable law, we will notify you of any changes to this Notice by posting an update on this website. When required under applicable law, we will seek affirmative consent from you before making material changes to the way we handle Personal Information previously collected from you. If you do not provide such consent, Personal Information will continue to be used in a manner that is consistent with the version of this Notice under which it was collected.

2. Sources of Personal Information

Personal Information refers to any information relating to an identified or identifiable natural person or household (as applicable), and includes the information considered “personal information”, “personal data”, or other substantially equivalent terms defined in applicable data protection laws.

We collect information about you and how you interact with us in several ways, including:

Internal

- A. **Information you provide to us directly.** We collect the information you provide to us directly.
- B. **Information automatically collected or inferred from your interaction with us.** We automatically collect technical information about your interactions with us (such as IP address and browsing preferences).

We may combine information that we receive from the various sources described in this Notice, including third party sources and public sources, and use or disclose it for the purposes identified below.

3. **Types of Personal Information We Collect**

CTA primarily collects contact information and other Personal Information only as necessary to provide the Website and respond to your inquiries and requests. However, your interaction with the Website may vary, and not all types of information identified in this section apply to each interaction. The types of Personal Information that we may have collected about you during the previous 12 months in connection with the Website include:

- A. **Identifiers**, such as your name, postal address, username or unique personal identifier, email address, account name, phone number, or other similar identifiers.
- B. **Inferences** drawn from any of the information we collect to create a profile about you reflecting your preferences, characteristics, or behavior.

4. **How We Use Your Personal Information**

We may use each category of your information described above in the following ways:

- A. **To enable interactions between you and us**, such as to facilitate online purchases of our products; process shipping and returns; register and administer your account, provide you with and support your interactions with us; diagnose, repair and track service and quality issues; facilitate an order, download, return, or exchange; provide requested product information; communicate with you about your account or our data practices; install and configure changes and updates to programs and technologies related to interactions with us; authenticate those who interact with us; or to respond to your requests, complaints, and inquiries.
- B. **For our own internal business purposes**, such as to evaluate or audit the usage and performance of programs and technologies related to interactions with us; evaluate and improve the quality of your interactions with us and programs and technologies related to interactions with us; design new services; process and catalog your responses to surveys or questionnaires (e.g., customer satisfaction reviews); perform internal research for technological development and demonstration; conduct data analysis and testing; maintain proper business records and other relevant records.
- C. **For legal, safety or security reasons**, such as to comply with legal requirements; protect our safety, our property or rights of those who interact with us, or others; investigate and respond to claims against us, our customers, our partners, and our employees; address security and health and safety issues (including managing spread of communicable diseases; and detect,

prevent, and respond to security incidents or other malicious, deceptive, fraudulent, or illegal activity.

- D. **For marketing.** We may use your Personal Information to market our products or services or those of third parties, such as our business partners. We may use your Personal Information when you participate in marketing surveys, questionnaires, promotions, events or contests. We may audit aspects of our ad impressions. We may use your Personal Information for short-term transient use, including for contextual ad customization. We may use your Personal Information to enhance our content and to potentially send you commercial emails.

- 1. **Unsubscribing to promotional email messages.** To opt-out of receiving promotional/commercial email messages from us, please click on the "Unsubscribe" link contained at the bottom of each email or by contacting us using the contact information identified below. You may still receive emails on important topics from us, such as emails about your transactions with us or concerning legal topics.

- E. **For any other purposes for which you provide consent.**

5. To Whom Do We Disclose Your Information?

We may disclose your Personal Information to the categories of recipients described below:

- A. **Affiliates and subsidiaries.** We may disclose your Personal Information within our group of companies, which includes parents, corporate affiliates, subsidiaries, business units and other companies that share common ownership for the purposes described above.
- B. **Third party service providers.** We may disclose your Personal Information to third party service providers working on our behalf in order to facilitate our interactions with you or request or support our relationship with you, such as hosting service providers, IT providers, operating systems and platforms, internet service providers, analytics companies, and marketing providers (e.g., we may disclose your email address to our outbound email marketing provider). We may contract with other companies to provide certain services, including identity verification, email distribution, market research, and promotions management. We provide these companies with only the information they need to perform their services and work with them to ensure that your privacy is respected and protected.
- C. **Professional consultants,** such as accountants, lawyers, financial advisors, and audit firms.
- D. **Vendors necessary to complete transactions you request,** such as shipping companies, payment processors, and logistics providers.
- E. **Business Partners.** We may also provide your Personal Information or provide access to your Personal Information to our business partners, such as marketing and advertising partners, social media companies, and companies that operate cookies and other automated data collection technologies as described in the ***How We Use Cookies and Automatic Data Collection Tools*** section below. If legally required, we will obtain your consent before engaging in such disclosures.
- F. **Law enforcement, government, agencies, and other recipients for legal, security, or safety purposes.** We may disclose your Personal Information to third parties such as law enforcement or other government agencies to comply with law or legal requirements; to enforce or apply our

Terms of Use and other agreements; and to protect our rights and our property or safety of our users or third parties.

- G. **Your employer or coworkers.** If you interact with us in connection with business-to-business transactions on behalf of your employer, coworkers or other individuals designated by your employer may view any Personal Information that we collect in connection with your use of or interaction with us.

We may also de-identity, anonymize, or aggregate Personal Information to disclose to third parties for any purpose.

6. Your Rights

Please note that under applicable data protection laws and regulations you may have the following rights in connection with CTA's processing and use of your Personal Information:

- **Right of Information/Notice.** You have the right to be informed about the types of Personal Information that we collect and how we use such Personal Information. CTA provides this Policy, detailing how Personal Information is processed, including the third parties with which CTA has shared your Personal Information. CTA will provide updated notice and information any time the types of Personal Information processed and/or CTA's use and sharing of your Personal Information materially change.
- **Right to Revoke Consent (where applicable).** Where processing of your Personal Information is based upon your consent, you may withdraw consent at any time, and CTA will stop processing and delete your Personal Information, subject to CTA's right to retain the data as allowed for lawful purposes, including to comply with its legal obligations and to use it exclusively on an anonymized basis. Consent must be withdrawn in writing to privacy@continental.com. See the **How We Use Cookies and Automatic Data Collection Tools** section below for additional information regarding placement of cookies and associated processing activities.
- **Right of Access.** You may obtain from CTA confirmation regarding whether Personal Information is being processed and, if it is, access to the Personal Information and additional information about the processing of such Personal Information.
- **Right to Correction/Rectification.** You may have inaccurate Personal Information corrected and have incomplete Personal Information made complete.
- **Right to Deletion.** You may have Personal Information deleted in certain circumstances.
- **Right to Restrict Processing.** You may have additional processing of Personal Information restricted and/or temporarily blocked while the sufficiency, necessity, accuracy, or legality of processing of the Personal Information is contested.
- **Right to Data Portability.** You may be able to receive Personal Information for the purpose of providing that Personal Information to another controller, either through you as our business customer or directly by CTA.
- **Right to Object.** You may object, at any time and on grounds relating to their particular situation, that processing of Personal Information is unnecessary or excessive.
- **Right to Complain to the Relevant Supervisory Authority.** If you have a complaint about our privacy practices, you have the right to submit a complaint to a relevant supervisory authority.

We will not discriminate you, in any manner prohibited by applicable law, for exercising these rights.

You may exercise your rights by using the contact information set forth in **Section 10** below. You may correct or update any of the Personal Information You provided to Us when You registered for an account on the Website by editing your Registered User profile.

We may request additional information from you as necessary to allow you to exercise your rights, and we may deny your request where we have a legitimate basis to do so.

7. Security

We maintain reasonable security procedures and technical and organizational measures to protect your Personal Information against accidental or unlawful destruction, loss, disclosure, alteration, or use. But no security measures can be 100% effective, and we cannot guarantee the security of your information, including against unauthorized intrusions or acts by third parties.

We retain your Personal Information as long as necessary to fulfill the purposes outlined in this Notice unless we are required to do otherwise by applicable law. This includes retaining your Personal Information to provide you with the products or services you have requested and interact with you; maintain our business relationship with you; improve our business over time; ensure the ongoing legality, safety and security of our services and relationships; or otherwise in accordance with our internal retention procedures. Once you have terminated your relationship with us, we may retain your Personal Information in our systems and records in order to ensure adequate fulfillment of surviving provisions in terminated contracts or for other legitimate business purposes, such as to enable easier future user onboarding, demonstrate our business practices and contractual obligations, or provide you with information about our products and services in case of interest.

8. Children's Privacy

Interactions with us are intended for individuals 16 years of age and older. Our interactions are not directed at, marketed to, nor intended for, children under 16 years of age. We do not knowingly collect any information, including Personal Information, from children under 16 years of age. If you believe that we have inadvertently collected Personal Information from a child under the age of 16, please contact us at the address below and we will use reasonable efforts to delete the child's information from our databases.

9. External Links

When interacting with us you may encounter links to external sites or other online services, including those embedded in third party advertisements or sponsor information, which we do not control. We are not responsible for the privacy practices and data collection policies for such third party services. You should consult the privacy statements of those third party services for details.

10. Contact Info/Exercising Your Rights

If you have questions regarding this Notice or if you would like to exercise any of your rights, please contact us at:

WEBFORM: <https://www.continental-tires.com/us/en/b2b/truck/contact/privacy-rights-request/>

EMAIL: privacy@continental.com
PHONE: (833) 656-0555

Verification: In order to exercise your rights, we will need to obtain information to locate you in our records or verify your identity depending on the nature of the request. In most cases, we will collect some or all of the following data elements: first and last name, email address, and telephone number. In some cases, we may request different or additional information, including a signed declaration that you are who you say you are. We will inform you if we need such information.

Authorized Agents: Authorized agents may exercise rights on behalf of consumers by emailing us at privacy@continental.com, or by calling (833) 656-0555 and indicating that they are submitting the request as an agent. We may require the agent to demonstrate authority to act on behalf of the consumer by providing signed permission from the consumer. We may also require the consumer to verify their own identity directly with us or to directly confirm with us that they provided the authorized agent permission to submit the request.do

Timing: We will process Right to Opt-Out requests within 15 business days. We will respond to Right to Delete, Right to Correct, and Right to Know requests within 45 days unless we need more time, in which case we will notify you and may take up to 90 days total to respond to your request.

11. Terms of Use

The Terms of Use for interactions with us is incorporated by reference into this Notice, and can be found [here](#).

12. How We Use Cookies and Automatic Data Collection Tools

Our Website uses cookies and analytics tools that may automatically collect or infer information from your interaction with the Website. We use these cookies to provide basic functionality, personalize your experience, assess the performance of our Website, and improve our Website. Some of these cookies are set by third party service providers. You may also refuse or delete cookies using your browser settings. If you refuse or delete cookies, some of our Website's functionality may be impaired. Please refer to your browser's help instructions to learn more about how to manage cookies and the use of other tracking technologies. If you change computers, devices, or browsers; use multiple computers, devices, or browsers; or delete your cookies, you may need to repeat this process for each computer, device, or browser.

Some browsers have incorporated Do Not Track ("DNT") preferences. At this time, we do not honor Do Not Track signals.

SUPPLEMENT FOR CALIFORNIA RESIDENTS

This section applies only to California residents.

Pursuant to the California Consumer Privacy Act (the “CCPA”), in the table below we provide a summary of the Personal Information we have collected and disclosed in the prior 12 months. **We do not “sell” or “share” your Personal Information, as such terms are defined in the CCPA.**

<i>Categories of Personal Information We Collect</i>	<i>Categories of Third Parties With Whom We Disclose Personal Information for a Business Purpose</i>	<i>Categories of Third Parties to Whom Personal Information is Sold or Shared</i>
<p>Identifiers, such as your name, alias, postal address, country of residence, unique personal identifier, online identifier, email address, account name, phone number, or other similar identifiers.</p>	<ul style="list-style-type: none"> • Affiliates and subsidiaries • Third party service providers • Professional consultants • Vendors necessary to complete transactions you request • Law enforcement, government, agencies, and other recipients for legal, security, or safety purposes • In connection with a transaction • Your employer or coworkers 	<ul style="list-style-type: none"> • Not Sold or Shared
<p>Personal information subject to the California Customer Records Act, such your name contact information, and other similar records. The Personal Information included in this category may overlap with other categories.</p>	<ul style="list-style-type: none"> • Affiliates and subsidiaries • Third party service providers • Professional consultants • Vendors necessary to complete transactions you request • Law enforcement, government, agencies, and other recipients for legal, security, or safety purposes • In connection with a transaction • Your employer or coworkers 	<ul style="list-style-type: none"> • Not Sold or Shared
<p>Internet or other electronic network activity, such as your IP Address and information regarding your interactions with our Website.</p>	<ul style="list-style-type: none"> • Affiliates and subsidiaries • Third party service providers • Professional consultants • Vendors necessary to complete transactions you request • Law enforcement, government, agencies, and other recipients for legal, security, or safety purposes • In connection with a transaction • Your employer or coworkers 	<ul style="list-style-type: none"> • Not Sold or Shared
<p>Professional or employment-related information, such as job title, business address,</p>	<ul style="list-style-type: none"> • Affiliates and subsidiaries • Third party service providers • Professional consultants 	<ul style="list-style-type: none"> • Not Sold or Shared

employment history, or other professional information.	<ul style="list-style-type: none"> • Vendors necessary to complete transactions you request • Law enforcement, government, agencies, and other recipients for legal, security, or safety purposes • In connection with a transaction • Your employer or workers 	
Inferences drawn from any of the information we collect to create a profile about you reflecting your preferences, characteristics, or behavior.	<ul style="list-style-type: none"> • Affiliates and subsidiaries • Third party service providers • Professional consultants • Vendors necessary to complete transactions you request • Law enforcement, government, agencies, and other recipients for legal, security, or safety purposes • In connection with a transaction • Your employer or coworkers 	<ul style="list-style-type: none"> • Not Sold or Shared

Your Rights

California residents have certain rights, subject to legal limitations, regarding the collection, use, and sharing of Personal Information. California residents may exercise the following rights via emailing us at privacy@continental.com, or by calling (833) 656-0555.

- **Right to Know.** You may have the right to request information about the categories of Personal Data we have collected about you, the categories of sources from which we collected the Personal Data, the purposes for collecting, selling, or sharing the Personal Data, and to whom we have disclosed your Personal Data and why. You may also request the specific pieces of Personal Data we have collected about you.
- **Right to Delete.** You have the right to request that we delete Personal Information that we have collected from you.
- **Right to Correct.** You have the right to request that we correct inaccurate Personal Information that we maintain about you.

We will not discriminate against you, in any manner prohibited by applicable law, for exercising these rights.

Verification: In order to exercise your rights, we will need to obtain information to locate you in our records or verify your identity depending on the nature of the request. In most cases, we will collect some or all of the following data elements: first and last name, email address, and telephone number. In some cases, we may request different or additional information, including a signed declaration that you are who you say you are. We will inform you if we need such information.

Authorized Agents: Authorized agents may exercise rights on behalf of consumers by emailing us at privacy@continental.com, or by calling (833) 656-0555 and indicating that they are submitting the request as an agent. We may require the agent to demonstrate authority to act on behalf of the consumer by providing signed permission from the consumer. We may also require the consumer to verify their own identity directly with us or to directly confirm with us that they provided the authorized agent permission to submit the request.

Timing: We will process Right to Opt Out requests within 15 business days. We will respond to Right to Delete, Right to Correct, and Right to Know requests within 45 days unless we need more time, in which case we will notify you and may take up to 90 days total to respond to your request.

This Notice was last updated on **October 5, 2023**.

ContiAcademy Learning Management Platform Terms of Service

These Terms of Service (“**Terms**”) govern your use of the **ContiAcademy Learning Management Platform (“Website”)** and Content (as defined herein). The Website is operated by and presents information and content that is owned or licensed by **Continental Tire the Americas, LLC**, its parents, subsidiaries and affiliates (“**Continental**”). When used in these Terms, “**we**”, “**our**”, and “**us**” refer to Continental, and “**you**” and “**your**” refers to any individual, company, or legal entity that accesses or otherwise uses this Website and/or Content.

BY ACCESSING AND USING THE WEBSITE, SETTING UP A USER ACCOUNT, CLICKING THE “ACCEPT” BUTTON, AND/OR ACCESSING ANY OF CONTENT, YOU ACCEPT THESE TERMS AND OUR PRIVACY POLICY. If you do not agree with these terms and conditions, you should immediately cease use of this Website and Content.

We reserve the right to change the Website, any of Content, and these Terms at any time without prior notice. The changes may include superseding terms and conditions or specific notices. YOU SHOULD REVIEW THESE TERMS AND CONDITIONS FROM TIME TO TIME TO BE AWARE OF ANY CHANGES THAT ARE MADE. Your continued use of this Website constitutes your acceptance of any change or update, all of which shall become controlling when posted.

1. REGISTRATION.

Access to the Website is available for our internal employees and dealer/fleet customers and may be requested by contacting the Truck Tire Training Team through your local Continental Tire Representative or through our online web form that is available [here](#). You will be notified by e-mail with credentials to log onto the Website once your account has been activated by the Truck Tire Training Team.

When registering, you will be asked to provide a contact name, your company name, and business e-mail address. You may be asked to provide the following information: your company address and your Continental Truck Tire Representative. If you choose to use a workplace email address for your account or to access the Site, then you are solely responsible for ensuring that you comply with the rules, policies and protocols that apply to the use of your email address and your workplace facilities.

If you choose to create an account, you will be a “**Registered User.**” As such, you are responsible for maintaining the confidentiality of your username and password. You are also responsible for all activities conducted through your account, whether by you or someone else. You must immediately notify us of any unauthorized use of your account.

2. RIGHT TO ACCESS.

Subject to your compliance with these Terms, we grant you a limited, non-exclusive, non-transferable, revocable right to access and use the Website and Content as expressly permitted herein. We reserve all rights not expressly granted in these Terms.

3. OUR PROPRIETARY RIGHTS.

The Website and all logos, trademarks, buttons icons, images, pictures, graphics, content used in connection with the Website (collectively referred to as “**Content**”) are protected by intellectual property laws, and are exclusively owned and/or controlled by us. None of the information on the Websites is to be interpreted as granting licenses or permission to use Content except as strictly necessary to access the Website. Any use of Content requires our express written consent.

ANY UNAUTHORIZED USE, MODIFICATION, REPUBLISHING, TRANSMITTING, DISTRIBUTING OR DUPLICATING OR ANY OTHER MISUSE OF CONTENT IS PROHIBITED.

4. DISCLAIMER OF WARRANTIES.

Continental does not warrant that the Website will operate error free or is free from viruses, worms, Trojan horses, or other destructive or harmful code. Continental assumes no liability or responsibility for any damages to you, your computer, or other property due to your access to, use of, or downloading of Content. If you download or copy Content from this Website, you are responsible for taking all reasonable precautions necessary to ensure the security and integrity of your computer and systems, including employing current virus protection software.

YOU UNDERSTAND AND AGREE THAT THE WEBSITE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE AND/OR OUR RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE AVAILABILITY OF THE WEBSITE OR THE CONTENT YOU OR OTHER USERS SUBMIT. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER USERS. WE DISCLAIM TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND YOU WAIVE, ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. FURTHER, TO THE EXTENT PERMITTED UNDER APPLICABLE LAWS, YOU HEREBY RELEASE US FROM ANY AND ALL CLAIMS OR LIABILITY RELATED TO ANY PRODUCT OR SERVICE OFFER BY OTHER USERS, ANY ACTION OR INACTION BY OTHER USERS, INCLUDING OTHER USER’S FAILURE TO COMPLY WITH THE TERMS. THE FUNCTIONS AND FEATURES OF THE WEBSITE ARE NOT WARRANTED TO BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. WE DISCLAIM ANY RESPONSIBILITY FOR THE DELETION, FAILURE TO STORE, MISDELIVERY, OR UNTIMELY DELIVERY OF ANY CONTENT. YOU ASSUME THE ENTIRE RISK OF LOSS OF CONTENT AND/OR DAMAGE DUE TO YOUR USE OF THE WEBSITE.

5. LIMITATION OF LIABILITY.

YOUR USE OF THE WEBSITE AND CONTENT IS ENTIRELY AT YOUR SOLE RISK. NEITHER WE NOR OUR, OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, AND/OR AGENTS SHALL NOT BE LIABLE FOR ANY DIRECT,

INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, WHICH YOU MAY INCUR IN CONNECTION WITH THE USE OF, OR INABILITY TO USE, THE WEBSITE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

6. INDEMNIFICATION.

You shall indemnify, defend and hold harmless us and our officers, directors, employees, shareholders, and agents for any and all loss cost, disputes, demands claims and liabilities (including reasonable attorneys' fees) arising out of or incurred due to: (i) your breach of these Terms; (ii) your use or misuse of the Website or Content; (iii) your violation of any law or the rights of any third party; and/or (iv) your interaction with other Website users.

7. TERMINATION.

We may terminate or restrict your use of or access to the Website or Content at any time, without notice, and with no liability to you or any third party. At that time, we may delete information you have submitted via the Website. The following Sections shall survive termination of these Terms or any termination of your use of the Website and Content: 2, 4, 5, 6, 7, 8, 10, 15 and 16.

8. CHANGES TO WEBSITE AND TERMS OF SERVICE.

From time to time, we may modify, suspend or discontinue any feature associated with your access and use of the Website and/or Content. We shall not be liable to you for any modification, suspension or discontinuance (in part or wholly) of the Website and/or features associated with the availability or use of Content. We may establish additional policies and practices concerning use of the Website and Content made available through the Website. Accordingly, we reserve the right to change these Terms (in part or wholly) at any time, with or without prior notice. We will notify you of any such changes by posting updated Terms at https://contiacademy.bridgeapp.com/privacy_policy and/or by notifying you via the email address linked to your account.

9. GLOBAL AVAILABILITY OF PRODUCTS

There may be information on this website about Continental products not yet available in your country. Inclusion of such information on this website is not intended to announce product availability anywhere in the world. Consult with your local dealer or representative to learn more about future plans for products not yet available to you.

10. THIRD PARTY LINKS.

Some Content may incorporate links to third party websites. Some third party websites may collect data or solicit personal information from you. We neither own nor control such third party websites and is not responsible for their content or actions. Please read the terms and conditions and privacy policies of any third party website that may be linked to the Website.

11. PRIVACY.

We collect and use information about you and your use of the Website and Content for the purpose of making the Website and Content available to you and for developing and improving the Website. Please review our Privacy Policy for more information at https://contiacademy.bridgeapp.com/privacy_policy.

12. COMMUNICATIONS.

By agreeing to these Terms, you consent to receive communications sent from or on our behalf regarding the Website, Content and/or your rights and obligations under these Terms.

13. CHOICE OF LAW AND VENUE.

These Terms, the Privacy Policy, your access and use of the Website and Content, and the relationship between you and us are governed by the laws of the State of North Carolina, without giving effect to its conflict of law provisions.

14. DISPUTE RESOLUTION.

If you have a dispute with us relating to the Website or Content, immediately cease all use of the Website/Content. Except as provided in Section 14 below, ceasing all use of the Website and Content is your only remedy with respect to any such dispute that you may have with us.

You expressly acknowledge and agree that the sole and exclusive venue for resolving any controversy or claim arising out of or relating to these Terms, or otherwise relating to any rights in, access to or use of the Website and/or Content shall be binding arbitration, under the then-current CPR Rules for Non-Administered Arbitration. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. In the event that this provision is held invalid or unenforceable, the remaining portions of this section shall remain in full force and effect. **YOU AGREE NOT TO BRING OR PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR COLLECTIVE ARBITRATION.**

15. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

If you believe that your work or the work of another is being used in a manner that constitutes copyright infringement, please notify us at ti_cq_sm_trucktiretraining@contina.com Your notification must include the following:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest.
- a description of the copyrighted work or other intellectual property that you claim has been infringed.
- a description of where the material that you claim is infringing is located on the Website;
- your address, telephone number, and email address.
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

16. OUR CONTACT INFORMATION.

If you have any questions or concerns, please contact us at:

Continental Tire the Americas, LLC
1830 MacMillan Park Dr, Indian Land, SC 29707.

Last Updated: **August 30, 2023**