

MRK Motorsports Privacy Policy

Terms and Conditions of Use of this Site

Last revised as of August 21, 2009

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Changes, Termination.

MRK Motorsports reserves the right, at its sole discretion and without advance notice, to change, modify, add or remove all or any portion of this Site or the Terms set forth herein and all policies and guidelines incorporated herein by reference, at any time. Changes to the Terms shall be immediately effective when posted to this Site. YOUR ACCESS TO AND CONTINUED USE OF THIS SITE AFTER ANY CHANGES ARE POSTED SHALL CONSTITUTE ACCEPTANCE OF THOSE CHANGES.

You agree that MRK Motorsports may at any time, terminate, change, suspend or discontinue any aspect of this Site, including the availability of any features of this Site or the Site Content, and/or at any time. MRK Motorsports may also impose limits on certain features and services or restrict your access to parts or all of this Site or Site Content without notice to you or liability on the part of MRK Motorsports. You agree that MRK Motorsports may at any time, terminate the authorization, rights and license granted herein, including your right to access this Site and Site Content. Access to this Site may be monitored by MRK Motorsports.

The provisions in the Terms regarding ownership of Site Content and Site Code, confidentiality, the disclaimer of warranty, limitation of liability and indemnification shall survive such termination.

Privacy Policy.

MRK Motorsports is concerned about your privacy and has developed a policy to address privacy concerns.

Ownership; Copyright and Trademark Information.

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marks, trade names, trade dress, copyrights, patent rights and other proprietary rights in, associated with or utilized on this Site, the Site Content or Site Code are the properties of MRK Motorsports or its licensors. The names of other companies and products mentioned herein may be the trademarks of their respective owners. Nothing in these Terms or any Site Content shall convey to you an ownership interest in any trademarks, service marks, trade names, trade dress, copyrights, patent rights and other proprietary rights in this Site or any Site Content or Site Code.

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"Site Content" means any data, software, text, information, material, statements and images, as well as graphics, interactive features, video and audio, if any, displayed and/or used on this Site. "Site Code" refers to any and all underlying elements of this Site, including, but not limited to, any source code, object code and other sets of statements or instructions that relate to the operation or function this site.

Limited License.

Subject to the terms and conditions set forth herein and subject to your compliance with the Terms, MRK Motorsports grants you a non-exclusive, non-transferable, terminable, limited right to access and use this Site and Site Content for informational purposes only. MRK Motorsports authorizes you to view and download Site Content only for your personal, non-commercial use.

You agree (a) not to copy, reproduce, republish, upload, create derivative works, post, transmit or distribute (or facilitate someone else in copying, reproducing, uploading, creating derivative works, posting, transmitting or distributing) any Site Content or Site Code to any one for any purpose; (b) not to alter Site Content or Site Code in any manner or use such Site Content or Site Code in a manner not authorized by the Terms; (c) not to interrupt or attempt to interrupt the operation of this Site in any way; (d) not to place any Site Content or Site Code on a network; and (e) except as otherwise expressly provided in "External Links to this Site" herein, not to frame, link, associate with advertisements or commercially exploit this Site, Site Content or Site Code. In addition, you must retain on all Site Content downloaded, all copyright, trademark, service mark and other proprietary notices contained in Site Content.

Third Party Sites.

As a convenience to you, MRK Motorsports may provide on this Site, links to Web sites operated by third parties, including access to content, products and services that are not maintained or controlled by MRK Motorsports. MRK Motorsports has no control over any such third party web sites, the contents therein or the products/services offered by such third parties. If you use these sites, you will

leave this Site. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take all protective measures to guard against viruses or other destructive elements. You are solely responsible for complying with the terms of use of any such third-party Web site and you shall bear all risks associated with the use of such Web sites. MRK Motorsports makes no warranty or representation regarding, is not responsible for, and does not endorse, any linked Web sites or the content appearing thereon or any of the products or services described thereon. Links do not imply that MRK Motorsports or this Site sponsors, endorses, is affiliated or associated with, or is legally authorized to use any trademark, service mark, trade name, trade dress, logo or copyright symbol or other intellectual property or proprietary right displayed in or accessible through the links, or that any linked site is authorized to use any trademark, service mark trade name, trade dress, logo or copyright symbol or other intellectual property or proprietary right of MRK Motorsports or any of its affiliates or subsidiaries.

MRK Motorsports recommends that you read the policies and terms of use posted on other Web sites regarding privacy and other topics before using those sites. MRK Motorsports is not responsible for any loss or damage of any sort you may incur from accessing any third party sites and/or dealing with any third party.

External Links to this Site

All links to this Site must be pre-approved in writing by MRK Motorsports. Should you wish to link to this Site, please contact MRK Motorsports in writing and your request will be given due consideration. MRK Motorsports reserves the right to withhold consent or revoke consent to link to this Site at any time in its sole discretion.

Information/Submission Provided By You.

Any personally identifiable information you may provide to MRK Motorsports via this Site is protected by MRK Motorsports as set forth in the Privacy Policy associated with this Site. MRK Motorsports does not want you to, and you should not, send any confidential or proprietary information to MRK Motorsports via this Site. You agree that any information or materials that you or individuals acting on your behalf provide to MRK Motorsports will not be considered confidential or proprietary. By providing any such information or materials to MRK Motorsports, you grant to MRK Motorsports an unrestricted, irrevocable, worldwide, royalty-free license to use, reproduce, display, publicly perform, transmit and distribute such information and materials, and you further agree that MRK Motorsports is free to use any ideas, concepts or know-how that you or individuals acting on your behalf provide to MRK Motorsports. You warrant that you will not provide any material to MRK Motorsports which (a) is defamatory, harassing, threatening, invades privacy, or is obscene or pornographic; (b) infringes the intellectual property rights, including copyrights, of any third party; (c) violates any law or regulation; (d) advocates illegal activity; or (e) advertises or otherwise solicits funds or are a solicitation for goods

or services.

Limitation of Damages.

IN NO EVENT SHALL MRK MOTORSPORTS BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE DAMAGES, OR DAMAGES FOR LOSS OF DATA, PROFITS, REVENUE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER UNDER A CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY, ARISING IN CONNECTION WITH ANY PARTY'S ACCESS OR USE OF THIS SITE, SITE CONTENT AND/OR SITE CODE, IN CONNECTION WITH YOUR INABILITY TO ACCESS OR USE THIS SITE, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE SYSTEM FAILURE, LOSS OF DATA, OR LOSS OF USE RELATED TO THIS SITE OR ANY WEBSITE OPERATED BY ANY THIRD PARTY OR ANY CONTENTS OF THIS SITE OR ANY OTHER WEBSITE, EVEN IF MRK MOTORSPORTS IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification.

You agree to defend, indemnify and hold harmless MRK Motorsports, its officers, directors, employees and agents from and against any and all claims, liabilities, damages, losses or expenses, including reasonable attorneys' fees and costs, arising out of or in any way connected with your access to or use of this Site or breach by you of the Terms.

Choice of Law, Notice Regarding State Laws, Jurisdiction, Entire Agreement.

This Site is controlled, operated and administered by MRK Motorsports from its offices within the United States of America.

This Site, Site Content, and Site Code are appropriate for use in the United States only, and products or services offered through this Site are appropriate or available for use in the United States only. Those who choose to access this Site from locations outside the United States do so on their own initiative and risk. Users located outside the United States should not provide any personal information or personally identifiable information via this Site. By providing personal information to this Site, all users, fully understand and consent to the collection and processing of such information in the United States of America. You may not use this Site or export Site Content in violation of U.S. export laws and regulations.

All matters relating to your access to, and use of, this Site shall be governed by the laws of the State of Ohio, without giving effect to its conflict of laws provisions.

You agree and represent that you have carefully considered the Terms and that ambiguities, if any,

shall not be enforced against the drafter but shall be fairly read so as not to prejudice the rights of MRK Motorsports.

The Terms constitute the entire agreement between MRK Motorsports and you with respect to the matters contained herein. Any cause of action you may have with respect to the matters contained herein or your use of this Site must be commenced within one (1) year after the claim or cause of action arises. If for any reason a body with proper jurisdiction finds any provision(s) of the Terms or a portion thereof, to be unenforceable, you and MRK Motorsports agree (without waiving rights of appeal) that unenforceable provision(s) shall be enforced to the maximum extent permissible so as to affect the intent of the Terms, and the remainder of the Terms shall continue in full force and effect.

Privacy Policy

MRK Motorsports, LLC. ("MRK Motorsports") is committed to protecting any personal information that you may provide to us. In particular, we believe it is important for you to know how we treat information about you that we may receive from this Web site (the "Site").

This Privacy Policy (or "Policy") applies to personally identifiable information collected only online within the United States. Users located outside the United States should not provide any personal information or personally identifiable information via this Site. The MRK Motorsports, LLC is sometimes referred to in this Policy as "MRK Motorsports," "we," "us," or "our." The term "you," "your" or "yourself" shall refer to the user who is browsing this Site.

By providing personal information to this Site and/or by using this Site, all users, fully understand and consent to the collection and processing of such information in the United States of America and to MRK Motorsports processing of personal information for the purposes set forth below.

Information Collected.

Personal Information: In general, MRK Motorsports collects personal information from you when you voluntarily provide it to us by: (i) registering on this Site; (ii) signing up to enter a promotion, participate in an event or survey, receive newsletters or other literature; (iii) making product, project, service requests or inquiries; and/or (iv) contacting us (including our webmaster, customer service representatives, or other employees) by e-mail. In connection with these activities, we may collect personal information from you, including, but not limited to, your name, physical address, e-mail address, age, gender, telephone number, fax number, user name and/or password associated with the use of this Site or web portal(s), occupation, company name, name of position within company, whether you are a customer, how you heard about MRK Motorsports, and other demographic information.

Non-personal information: As part of the standard operation of our Site, we may collect/obtain certain non-personal information from you including, but not limited to, your browser type (e.g., Netscape or Internet Explorer), operating system (e.g., Windows or Macintosh), Internet service provider, IP address, web sites visited, and the domain name from which you accessed the Site (e.g., yahoo.com).

In addition, we may collect information about your browsing behavior, such as the date and time you visited our Site, the areas or pages of our Site that you visit, the amount of time spent viewing our Site, the number of times you return to our Site, and other click-stream data. We may use cookies to collect this information which may be combined with your personal information. A cookie is a small text file that may be stored on the hard drive of your computer which enables us to recognize your computer when you return to our Site.

You are always free to decline cookies, but in doing so you may not be able to use certain features on our Site. The "help" segment of the toolbar on most browsers explains how to configure a browser to not accept new cookies, how to have the browser inform a user when they receive a new cookie, and how to erase cookies from a computer's hard drive.

We may use web beacons to assist us in understanding how visitors to our Site use such sites and/or to collect information regarding users activities on the web. We may utilize the services of a third party to collect such information for us.

Children's Privacy.

This Site and any products or services provided via this Site is not intended to target, and are not structured to attract, children under the age of 13. We do not knowingly solicit or collect personal information from or about children and we do not knowingly market our products or services to children.

Use of Collected Information.

The personal information that you provide to MRK Motorsports, may be stored, processed, and used by MRK Motorsports and its subsidiaries and/or affiliates for the following purposes: to provide information about our company, products and/or services, including updates, notifications, and details of any offers or promotions; to assist us in improving our products, services or the content of this Site; responding to service requests and inquiries; to contact you to participate in a market research survey, so that we can gauge customer satisfaction and develop better products; to protect the security or integrity of our Site; to fulfill your requests for information regarding our company, products and/or services; to help address problems with our Site; to help administer our site and to conduct internal reviews of our Site; for our own internal marketing and research purposes; to make this Site or service easier to use by eliminating the need for you to repeatedly enter the same

information or by customizing this Site or service to your particular interests or preferences; and/or to analyze information for trends and statistics. We may also provide your personal information to (i) dealers, distributors or agents acting on MRK Motorsports behalf in connection with the activities described above; (ii) to MRK Motorsports employees, independent contractors, subsidiaries, affiliates, consultants, business associates, service providers, suppliers, dealers, and/or distributors if the disclosure will enable that entity to perform a business, professional, or technical support function for MRK Motorsports; and (iii) to employees, independent contractors, service providers, dealers, distributors and/or suppliers of MRK Motorsports to fulfill your product or service requests.

In addition, we will release information about you if you direct us to do so, or if we are required to do so as specified in more detail in "Disclosure Exceptions" below.

Domain name information that we collect is not used to personally identify you and instead is aggregated to measure the number of visits, average time spent on the site, pages viewed, etc. We use this information to measure the use of our Site and to improve the content of our Site.

Disclosure Exceptions.

Notwithstanding the above policies, we reserve the right to disclose your personal information to appropriate third parties if we are required to do so by law or we believe that such action is necessary:

- To comply with legal process such as a search warrant, subpoena or court order;
- To protect the MRK Motorsports rights and property or defend against legal claims;
- To protect any other party's rights, property, and safety;
- To report to any law enforcement agency any activities that we, in good faith, believe to be unlawful;
- To investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving harassment, abusive messages or potential threats to the physical safety of any persons;
- To protect against misuse or unauthorized use of this Site; or
- During emergencies, such as when we believe someone's physical safety is at risk; or
- In the event that MRK Motorsports and/or its subsidiaries are ever sold, acquired, merged, liquidated, reorganized, or otherwise transferred, we reserve the right to transfer our user databases, together with any personally identifiable information contained therein, to a third party acquiring the assets.
- In the event we do so, we will place a prominent notice of the sale on the homepage of this Site, with links to information as to how you can change your privacy preferences.

Under the USA Patriot Act, MRK Motorsports may be restricted from notifying individuals that such information has been disclosed.

Links to Other Sites.

This Site may contain links to other third-party Web sites. While we try to link only to third-party Web sites that share our high standards and respect for privacy, MRK Motorsports Policy and privacy practices do not extend to and may differ from third-party Web sites that can be accessed through links on this Site; and we are not responsible for the content, security, or privacy practices employed by other third-party Web sites. If you are concerned, consider the privacy policies on the third-party

Web site before registering or navigating those sites.

Security of Collected Information.

To protect the privacy of personal information provided by you, MRK Motorsports employs industry-standard controls including physical access controls, Internet firewalls, intrusion detection, and network monitoring.

Unfortunately, no electronic communication over the Internet can be guaranteed to be 100% secure. While we strive to take great care to protect your personal information, MRK Motorsports cannot warrant the security of any information that you submit to us, and you do so at your own risk. Remember to sign off this Site and close your browser window when you are finished. This is to ensure that others cannot pose as you online.

Access to Collected Information.

You may review, update and delete any personal information that you provide to us through this Site by contacting us as described below under "Contacting Us."

Contacting Us.

If you have any questions or concerns about this Policy or if you would like to review, update and delete any personal information that you provide to us through this Site, please contact us at info@mrkmotorsports.com. We welcome your questions and suggestions about our Policy.

Changes to this Privacy Policy.

MRK Motorsports reserves the right to change this Policy at any time in its sole discretion without prior notice to you. If we decide to change this Policy, we will post the changes to this online statement and update the effective date when this Policy is updated. We encourage you to review the Privacy Policy regularly for any changes.

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