



Terms of Linking and Use of Materials

Cybex International maintains this website in order to provide information about our company, and to enable visitors to interact with us online. These Terms set forth our agreement with those who wish to link to our website and download and use materials on our website. **YOUR USE OF THE WEBSITE, OUR MATERIALS, ELECTRONIC PRODUCTS AND SERVICES AND/OR DOWNLOADING OF MATERIALS FROM OUR WEBSITE CONSTITUTES YOUR AGREEMENT TO THE TERMS SET FORTH HEREIN.** Throughout this policy, you will see the terms "Cybex International," "we," "our," and "us" - these terms refer to Cybex International. You will also see the terms "you," "your," and "yours" - these terms refer to visitors to and users of our Website.

1. **Linking to Our Website.** In the United States, Cybex International is the sole owner of the name "Cybex International" (the "Name") which, is a registered trademark. Your use of the Name or links bearing the Name is pursuant to a limited, non-exclusive, non-transferable, non-sublicensable right and license hereby granted by Cybex, which Cybex may terminate at any time upon notice to you. By using the Name or links bearing the Name, you acknowledge Cybex International's exclusive ownership of the Name and/or right to use the Name. All use of the Name or links bearing the Name, and goodwill associated therewith, will inure to the benefit of Cybex International. Without limiting any other terms or conditions outlined elsewhere on our website, your use of the Name and links bearing the Name is subject to the following:

- a) Use of the Name or links bearing the Name may not indicate or create an impression that Cybex International endorses, approves, sponsors or is affiliated with your products, goods, services or your website.
- b) Use of the Name or links bearing the Name may not indicate or create an impression that Cybex International will benefit from the sale of any good or service.
- c) Links bearing the Name may only be used for the purpose of linking to the Cybex International website as designated within the link.
- d) Links bearing the Name must always be active links.
- e) Neither the Name nor links bearing the Name may be combined with any other graphic elements including, without limitation, any of our logos; nor may they be altered in any manner including size, proportions, font, design, arrangement, colors or elements; nor may they be animated, morphed or otherwise distorted in perspective or appearance.
- f) Neither the Name nor links bearing the Name may appear more prominently than your personal, company, product or service website name.



g) You shall not transfer, assign, sell, reproduce, distribute or otherwise exploit the Name or any links bearing the Name.

h) Neither the Name nor links bearing the Name may appear on any pages of any websites that include content or advertising for alcoholic beverages, tobacco, pornography, religious material, partisan material or political material, or which Cybex International finds, in its sole discretion, to be objectionable or which includes obscene, violent, intolerant, tasteless, denigrating or sexually oriented content or materials.

2. Use of Cybex International Materials.

Cybex International makes certain of its materials available for download from its website (the "Materials"), subject to the following license: you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to download one (1) copy of such Materials for your personal use. Without limiting any other terms or conditions outlined elsewhere on our website, you shall not use the Materials for illegal, inappropriate, or obscene purposes, or in support of such activities. "Illegal activities" are those that violate laws, regulations and/or private agreements, including federal or state laws governing charitable activities, copyright laws, trademark laws, license agreements or other intellectual property rights. "Inappropriate uses" are any uses other than as permitted by this Terms, or as may be permitted elsewhere on our website. "Obscene activities" are those that violate generally accepted social standards for use of this type of material or technology.

3. Use of Cybex International Website.

You shall not use this website in any of the following ways:

- a) To post, transmit, or facilitate in the promotion of illegal content through our website or electronic products and services.
- b) To harass, threaten, embarrass, or do anything else to another visitor or third party that is unwanted.
- c) To transmit or facilitate distribution of content that is untrue, threatening, harassing, abusive, racially or ethnically offensive, vulgar, sexually explicit, obscene, defamatory, or objectionable.
- d) To disrupt the flow of any chat areas with vulgar language, abusiveness, or other conduct that may disrupt normal activities.
- e) To pretend to be anyone whom you are not or to impersonate Cybex International staff, or anyone else.
- f) To obtain any password, other account information, or other private information from others, or to harvest e-mail addresses or other information.

g) To post any unsolicited content or designs, including advertising and promotional materials.

4. General.

a) THE RIGHTS GRANTED HEREIN AND ALL RIGHTS CONFERRED AND INFORMATION AND MATERIALS PROVIDED HEREUNDER AND THROUGH THIS WEBSITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. CYBEX INTERNATIONAL DISCLAIMS ALL WARRANTIES WITH REGARD TO SUCH RIGHTS, INFORMATION AND MATERIALS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WHICH ARE EXPRESSLY DISCLAIMED.

b) IN NO EVENT SHALL CYBEX INTERNATIONAL BE LIABLE TO ANY PARTY RECEIVING RIGHTS, INFORMATION OR MATERIALS HEREUNDER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF DATA, LOSS OF BUSINESS OR OTHER LOSS ARISING OUT OF OR RESULTING FROM THE RIGHTS, INFORMATION OR MATERIALS PROVIDED HEREUNDER, EVEN IF CYBEX INTERNATIONAL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING SHALL APPLY REGARDLESS OF THE NEGLIGENCE OR OTHER FAULT OF EITHER PARTY AND REGARDLESS OF WHETHER SUCH LIABILITY SOUNDS IN CONTRACT, NEGLIGENCE, TORT OR ANY OTHER THEORY OF LIABILITY. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL CYBEX'S AGGREGATE LIABILITY TO ANY PARTY RECEIVING RIGHTS, INFORMATION OR MATERIALS HEREUNDER EXCEED THE SUM OF \$100.

c) These Terms shall be construed and enforced in accordance with the laws of the State of New Jersey, without regard to conflict of laws principles. Any dispute arising out of or relating to these terms or the rights granted hereunder shall be resolved in the federal or state courts located in the State of New Jersey, the exclusive jurisdiction and venue of which the parties hereby irrevocably consent to for this purpose.

d) These Terms and any other applicable terms on this website constitutes the entire agreement between you and Cybex International with respect to this website and supersedes all prior or contemporaneous communications and proposals, whether oral, written, or electronic, between you and Cybex International with respect to this website. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

e) In the event you breach any provision of these Terms, or for any other reason or no reason at all, Cybex International may, in its sole discretion,

terminate your access to all or part of this website including, without limitation, any links to this website, with or without notice.