

# Legal Terms and Conditions

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The vehicles, products and services described on this Site contain Canadian specifications and equipment and are available to Canadian residents in Canada and only where permitted by law. Any pricing and other financial information on this Site is in Canadian dollars, unless Hino states otherwise, and Hino is permitted to change the pricing and other financial information at any time without notice to you. If any promotional sales programs, employment opportunities and services are described on this Site, they are only available in those Provinces and territories of Canada that are specifically identified in the description of those promotional sales programs, employment opportunities and services.

## 4. Hino Dealers

As a general matter, the retail sale of any Hino vehicle, product or service is effected through an independent authorized Hino dealer (a "**Dealer**") and is subject to, and governed exclusively by, the Legal Terms and Conditions of the applicable sale or lease contract entered into between you and the Dealer. The Dealers are not affiliates or franchisees of Hino. Accordingly, any retail purchase you make is concluded exclusively between you and the Dealer you select from this Site, and no purchase is made with Hino. As a general matter, any services and promotional sales programs on this Site are only available through the Dealers, and in the case of regional sales programs which may not be described on this Site, through the Dealers in the region. The Dealer that you select from this Site reserves the right to determine whether you qualify for credit or any promotional sales program. The Dealers are under no obligation to sell any vehicle, product or service at any prices posted on this Site and Hino is not responsible for the prices set by any Dealer. Hino is permitted to change any vehicle specifications, promotional sales programs, employment opportunities, and other information available on this Site at any time without notice to you.

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2. *No Legal Relationship* – Your use of this Site is not intended and shall not be deemed to create any legal relationship of any kind between you and Hino, or to amend or vary any existing legal relationship.
3. *Future Products and Services* – From time to time Hino may identify proposed future products or services on this Site that are not currently available through a Dealer. This information is provided for informational purposes only and Hino and the Dealers are under no obligation to provide or otherwise deliver these products or services to you.
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6. *Security* – Hino does not make any representations, warranties or conditions of any kind, express or implied, as to the security of any information (including, without limitation, personally identifiable information) you may provide to us in the course of using this Site. You are solely responsible for maintaining the confidentiality of your password(s).

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You hereby agree to indemnify, defend and hold harmless the Hino Parties from and against any and all claims, demands, actions, liabilities, losses, costs and expenses (including reasonable legal fees) in connection with: (i) any use or alleged use of this Site under your password by any other person, whether or not authorized by you, (ii) your breach of these Legal Terms and Conditions; and (iii) your violation of any law or the rights of a third party arising out of your use of this Site. The Hino Parties reserve the right to assume, at their own expense, the exclusive control and defense of any claims, demands and actions arising in connection with this indemnity and you agree to cooperate with the Hino Parties' defense of these claims, demands and actions.

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## 10. Privacy Policy

Personally identifiable information that may be received at this Site is provided voluntarily by a visitor to this site. During your use of this Site, you may voluntarily submit personal information to Hino. Hino encourages you to take the time to read Hino's privacy policy (the "**Privacy Policy**") before using this Site (**insert hyperlink to P.P.**) By using this Site, you accept the Privacy Policy which outlines how personal information collected through this Site is handled by Hino. If you do not agree with the Privacy Policy, please do not provide us with any personal information.

## 11. Changes to these Legal Terms and Conditions

Hino reserves the right to, at any time, modify these Legal Terms and Conditions, and you agree to be bound by any such modifications. Such modifications shall be effective immediately upon Hino giving notice thereof, which may be given by any means, including, but not limited to, posting on this Site. You agree to regularly review these Legal Terms and Conditions posted at this Site and to be aware of such modifications. Your use of this Site following any such modification constitutes your agreement to follow and be bound by the modified Legal Terms and Conditions. If at any time, these Legal Terms and Conditions are no longer acceptable to you, you should immediately cease all use of this Site.

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## 13. General

If any provision of these Legal Terms and Conditions shall be deemed unlawful, void or otherwise unenforceable, then such provision shall be deemed severable from these Legal Terms and Conditions and shall not affect the validity and enforceability of any remaining provisions. Sections 1, 2, 4, 5, 6, 7, 9, 10, 12, 13, 14 and 15 shall survive any termination of this Agreement as well as any other provisions which by their terms or nature are intended to survive. These Legal Terms and Conditions comprise the entire agreement between you and Hino and supersede all prior agreements between you and Hino with respect to your use of this Site.

## 14. Submissions

All remarks, suggestions, ideas, graphics, or other information communicated to Hino through this Site (together, the "**Submission**") will forever be the property of Hino. Hino will not be required to treat any Submission as confidential, and will not be liable for any ideas for its business or the business of its Dealers (including, without limitation, product or advertising ideas) and will not incur any liability as a result of any similarities that may appear in future Hino operations. Without limitation, Hino will have exclusive ownership of all present and future existing rights to the Submission of every kind and nature everywhere. Except as noted below in this paragraph, Hino will be entitled to use the Submission for any commercial or other purpose whatsoever without compensation to you or any other person sending the Submission. You acknowledge that you are responsible for whatever material you submit and you, not Hino, have full responsibility for the message, including its legality, reliability, appropriateness, originality and copyright.

## 15. Language

Les Parties déclarent qu'elles ont demandé que cette entente et tout document s'y rapportant soient préparés en anglais. The Parties to this Agreement declare that they have requested that this Agreement and all ancillary documents be prepared in the English language.