

## Website Terms of Use

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### ACCEPTANCE OF THE TERMS OF USE

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The STS-USA Website and its content are offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your creation of a user account and/or use of the STS-USA Website shall constitute your agreement to all such terms, conditions, and notices.

These terms of use are entered into by and between You and Hitachi Rail STS USA, Inc., (“**STS-USA**”, “**we**” or “**us**”). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “**Terms of Use**”), govern your access to and use of the STS-USA Website, whether as a guest or a registered user.

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STS-USA reserves the right to change the terms, conditions, and notices under which the STS-USA Website is offered in our sole discretion, including but not limited to the changes associated with the use of the STS-USA Website. Your continued use of the STS-USA Website following the posting of revised Terms of Use means that you accept and agree to the changes.

You may not use the STS-USA Website and may not accept the Terms of Use (“Terms”) if you are a person barred from using services that STS-USA provides under the laws of any country in which you are resident or from which you access the STS-USA Website and its content.

### ACCESSING THE WEBSITE AND ACCOUNT SECURITY

It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you

provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our *Privacy Policy* <http://sts.hitachirail.com/en/privacy-policy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Website or portions of it using your user name, password, or other security information. Accordingly, you agree that you will be solely responsible to STS-USA for all activities that occur under your account. You agree to notify STS-USA immediately of any unauthorized access to or use of your user name or password or any other breach of security by email at [access@hitachirail.com](mailto:access@hitachirail.com). You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared device so that others are not able to view or record your password or other personal information.

STS-USA has the right to disable any user name, password or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

#### **SHARING AND HANDLING OF CONFIDENTIAL AND PROPRIETARY INFORMATION**

A registered user account may be created for the purpose of allowing STS-USA to share with you, the customer, on behalf of yourself and your company, certain information that is considered confidential or proprietary for the purpose of evaluating products or otherwise facilitating business.

Such information may include technical information relating to STS-USA's proprietary ideas, patentable ideas copyrights and/or trade secrets, existing products and services, software, schematics, and other documentation which is marked accordingly. In such cases, you are required to limit the disclosure of such confidential and proprietary information within your organization to only those directors, officers, members and employees having a need to know and shall not disclose such information to a third party. This information is provided as a courtesy and is to be used solely for the purpose of evaluating potential business relationships or for product training and professional enrichment. In the event of a breach of this provision, STS-USA will avail itself of all legal and equitable remedies.

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By becoming a registered User, You acknowledge that you are voluntarily providing to STS-USA, information of a personally identifiable nature concerning the User (e.g., name, location, or email address) (“personal data”). Personal data collected or processed by STS-USA during site navigation is generally used to reply to a User query or to provide the User access to specific product information on the site. STS-USA may also store and share such personal data with its international affiliates to better understand the business needs of our customers and improve our products and the content available through the Portal. STS-USA has implemented technical and organizational safeguards to ensure the security and confidentiality of all personal data collected, providing protection against unlawful/unauthorized access as well as ample protection in the event of international transfer.

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- Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

- Use any device, software, routine, robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material or otherwise interfering with the proper working of the Website.
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website including via a denial-of-service attack or a distributed denial-of-service attack.

#### **RELIANCE ON INFORMATION POSTED**

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LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

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All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction). Any legal suit, action or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania in each case located in the City of Pittsburgh and County of Allegheny.

**WAIVER AND SEVERABILITY**

No waiver by STS-USA of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of STS-USA to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

**ENTIRE AGREEMENT**

The Terms of Use together with the STS Privacy Policy and Cookie Policy constitute the sole and entire agreement between you and STS-USA with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

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#### **COMMENTS AND CONCERNS**

This website is operated by Hitachi Rail STS USA, Inc., 1000 Technology Drive, Pittsburgh, PA 15219.

All feedback, comments, requests for technical support, security concerns and other communications relating to the Website should be directed to:  
[access@hitachirail.com](mailto:access@hitachirail.com).