

**YAMAHA MOTOR FINANCE CORPORATION, U.S.A.**  
**WEBSITE TERMS OF USE**

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING AND USING THIS WEBSITE YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS BELOW. THESE TERMS AND CONDITIONS ARE SUBJECT TO CHANGE. ANY CHANGES WILL BE POSTED TO THIS WEBSITE FROM TIME TO TIME. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS STATED HEREIN, PLEASE EXIT THIS WEBSITE IMMEDIATELY.

You are currently viewing a website ("*Site*") owned and operated by Yamaha Motor Finance Corporation U.S.A., on behalf of itself, its affiliates and where applicable, WebBank, a Utah industrial bank (*collectively*, "*Yamaha*" or "*we*", "*us*" or "*our*"). This Site and any of the services provided by Yamaha in connection with this Site ("*Services*") are provided expressly subject to the terms and conditions stated herein ("*Terms of Use*"). By accessing the Site, you acknowledge that you have read, understand, and agree to be bound by these Terms of Use. If any provision contained in these Terms of Use conflicts with a provision contained in another agreement that you enter into with Yamaha or WebBank, as applicable, or related to the Services, the provision of the other agreement shall govern with respect that specific aspect of the Site or Services.

**Changes and Modifications**

Yamaha reserves the right in its sole discretion to temporarily or permanently change or modify these Terms of Use or discontinue the Site, or any portion of the Site, for any reason, at any time without notice to you. Please review these Terms of Use from time to time because your continued access or use of the Site after any modifications have become effective shall be deemed your conclusive acceptance of the modified Terms of Use.

**General Eligibility**

This Site is intended for individuals who are at least eighteen (18) years of age and can form a binding contract in compliance with all applicable local, state, federal and international laws, rules and regulations. By using the Site, you represent that you agree to abide by all of the terms and conditions of these Terms of Use. If you violate any of these Terms of Use, or violate any other agreement with us, we may restrict, suspend, or terminate your access to any portion or all of the Site and Services without notice.

Unauthorized use of the Site or Services, including unauthorized access to Yamaha's systems and misuse of passwords or Site information is strictly prohibited. If you violate any of these Terms of Use or any other agreement between you and Yamaha, then Yamaha may restrict, suspend, or terminate your access to any portion or all of the Site and Services without notice.

**Your Equipment and Software**

You are solely responsible for the equipment (including your personal computer and software) that you use to access this Site including installation, maintenance and operation. We are not

responsible for errors or delays or your inability to access these Services caused by your equipment. We are not responsible for the cost of upgrading your equipment to stay current with the Services nor are we responsible under any circumstances for any damage to your equipment or the data resident thereon. We do not warrant nor will we be responsible for any errors or failures from the malfunction or failure of your equipment. We are not responsible for any virus or related problems that may be associated with the use of this Site and the Services.

### **Children’s Privacy**

We do not knowingly solicit from, and the Services are not intended for, children under 18, and children under 18 should not provide personal information online. If a parent or guardian becomes aware that his or her child under the age of 18 has provided us with information without their consent, he or she should contact us. We will delete such information from our files.

### **Privacy**

Your privacy is very important to us. Please carefully read Yamaha’s [Privacy Policy](#), which details how Yamaha treats your personal information. We will not share or sell any of your information with any third party, except as specifically described in these Terms of Use and our Privacy Policy, which is hereby incorporated by reference into these Terms of Use. Where applicable, we will limit sharing of your information in accordance with the choices you have provided us in response to the Privacy Policy.

### **How We Protect Your Information and Use Cookies**

**We, or our service providers, and other companies we work with may deploy and use cookies, web beacons, local shared objects and other tracking technologies for various purposes, such as fraud prevention and monitoring our advertising and marketing campaign performance. Some of these tracking tools may detect characteristics or settings of the specific device you use to access our online Services.**

**To help provide our Services, enhance your experience and collect information about mobile activity, we may place small data files on your computer or mobile device. These data files may be in the form of cookies, pixel tags, local shared objects or other similar technologies. Cookies and similar technologies enable us to personalize our application and services for you. These technologies may allow us to store and manage your preferences and settings, measure and analyze how you use our website and the effectiveness of our communications, offer services and help us improve our services and security.**

- **“Cookies” are small amounts of data a website can send to a visitor’s web browser. They are often stored on the device you are using to help track your areas of interest. Cookies may also enable us or our service providers and other companies we work with to relate your use of our online Services over time to customize your experience. Most web browsers allow you to adjust your browser settings to decline or delete cookies, but doing so may degrade your experience with our online Services.**
- **Clear GIFs, pixel tags or web beacons—which are typically one-pixel, transparent images located on a webpage or in an email or other message—or similar technologies may be used on our website and in some of our digital communications (such as email**

or other marketing messages). They may also be used when you are served advertisements or you otherwise interact with advertisements outside of our online Services. These are principally used to help recognize users, assess traffic patterns and measure Website or campaign engagement.

- **Local shared objects, sometimes referred to as “flash cookies,” may be stored on your hard drive using a media player or other software installed on your device. Local shared objects are similar to cookies in terms of their operation but may not be managed in your browser in the same way. For more information on managing local shared objects, click here: <https://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html>.**
- **Most browsers provide you with the ability to block, delete or disable these technologies. If you choose to reject cookies or similar technologies, some Services may not be available or some functionality may be limited or unavailable. Please review your mobile device help pages for assistance with changing your settings.**
- **Your IP Address is a number that is automatically assigned to the device that you are using by your Internet Service Provider (ISP). An IP Address is identified and logged automatically in our server log files whenever you visit our Site, along with the time of the visit and the page(s) that were visited. We may use IP Addresses for purposes such as calculating Site usage levels, helping diagnose server problems, to personalize/tailor your experience while engaging with us online and offline, for compliance and security purposes, for advertising, and administering the Site.**
- **“Do Not Track” Signals. We do not respond to “do not track” signals from your browser at this time. To learn more about how “do not track” works, please visit <http://allaboutdnt.com/>.**

### **Service Rights and Restrictions**

All material and content on this Site including but not limited to text, data, articles, designs, software, photos, images, and other information (collectively the “*Site Content*”) are the proprietary property of Yamaha with all rights reserved. Site Content may not be copied, reproduced, distributed, republished, displayed, posted, transmitted, or sold in any form or by any means without Yamaha’s express prior written consent. You acknowledge that all Site Content is and shall remain the sole property of Yamaha. You may only use or access the Site and use the Services for their intended purpose, and any use of the Site or Services that is not expressly authorized herein is strictly prohibited.

You may not use the Site or the Services for any unlawful or unauthorized purpose whatsoever and you will adhere to all applicable laws and regulations. You agree not to tamper with, hack or attempt to hack, modify or otherwise attempt to or to corrupt the security, Site Content or functionality of the Site or post or transmit any information or software that contains a virus, worm, Trojan horse or other harmful or disruptive component. You agree not to place any information (personal, financial or otherwise) of any other person on the Site or in connection with the Services.

You agree not to use the Site in any manner that could damage, disable, overburden or impair the Site. You will not restrict or inhibit any other person or user from using the Site.

We do not tolerate fraud and reserve the right to take all reasonable measures to detect and prevent it. We may view, monitor and record activity on this Site which may be subject to review by law enforcement officials. We will comply with all court orders involving requests for such information. Actual or attempted fraud or other unauthorized use of the Site may result in civil and or criminal prosecution and immediate termination of your right to use the Site.

### **Your Account**

You may be required to register and create an account to access certain parts of the Site and use the Services. When you create an account, you may be required to pick a user name and a password. You may not disclose your user name or password to any third party. If you learn of any unauthorized use of your password or account, please contact us immediately.

### **Trademarks**

Nothing on this Site should be construed as granting you any license or right to use any trademark, whether owned by Yamaha or a third party, displayed on the Site, without prior written approval of the trademark owner. You may not use, copy, duplicate, display, distribute, modify or reproduce any trademark contained on the Site without the prior express written consent of the trademark's owner.

### **Copyright Complaints**

If you believe that any material on the Site infringes upon any copyright that you own or control, you may send a written notification to us via email at [privacy@yamahafinancialservices.com](mailto:privacy@yamahafinancialservices.com), or via regular mail at 6555 Katella Avenue, Cypress, California 90630-5101. In your notification, please:

- confirm you are the owner, or authorized to act on behalf of the owner, of the copyrighted work that has been infringed;
- identify the copyrighted work or works you claim have been infringed;
- identify the material that you claim is infringing or is the subject of infringing activity and that is to be removed (please include information reasonably sufficient to permit us to locate the material);
- provide your contact details, including an email address; and
- provide a statement that the information you have provided is accurate and that you have a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law.

### **Third Party Sites**

We are not responsible for the information practices employed by websites linked to or from our Site. Since third-party websites may have different privacy policies and/or security standards governing their sites, we advise you to review the privacy policies and terms and conditions of these sites prior to providing any personal information.

### **Our Services**

The Yamaha Card is issued by WebBank, member FDIC. Yamaha is not a lender or a broker of financial services with respect to the Yamaha Card program. We do not take applications or make credit decisions in connection with information or requests that you may choose to submit on the Site pertaining to the Yamaha Card program. Rather, such credit decisions are made by WebBank.

With respect to installment sale financing, Yamaha is an indirect lender through participating Yamaha dealers. In connection with this program, Yamaha may maintain certain lending licenses, as necessary, to facilitate the origination and servicing of such installment loans.

### **Liability**

We will use reasonable efforts to make the Site available. However, we incur no liability if we are unable to provide this Site to you for any reason. We reserve the right to terminate or suspend the Site or your use of it without notice or liability. We are not responsible for circumstances beyond our control such as fire, flood, power outage, equipment or technical failure or breakdown. We are not responsible for any electronic virus that you may encounter. We suggest that you routinely scan your equipment using a virus protection product.

### **Disclaimer of Warranties**

YAMAHA PROVIDES THE SITE AND SERVICES “*AS IS*” AND “*AS AVAILABLE*” WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. ADDITIONALLY, YAMAHA MAKES NO CLAIM OR GUARANTEE AS TO THE ACCURACY OF ANY INFORMATION PROVIDED OR SITE CONTENT.

### **Limitation of Liabilities**

IN NO EVENT WILL YAMAHA OR ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR TO ANY OTHER PARTY FOR LOST PROFITS OR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES ARISING FROM YOUR USE OF THE SITE OR SERVICES (INCLUDING ANY MALFUNCTION OF YOUR EQUIPMENT OR SOFTWARE OR ANY VIRUS OR COMPUTER PROBLEMS), EVEN IF YAMAHA IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YAMAHA’S LIABILITY TO YOU FOR ANY CAUSE OF ACTION REGARDLESS OF FORM WILL AT ALL TIMES BE LIMITED TO THE AMOUNT PAID BY YOU TO YAMAHA, IF ANY, AND IN NO CASE SHALL YAMAHA’S LIABILITY TO YOU EXCEED \$250.00.

### **Indemnification**

You agree to indemnify, defend, and hold harmless Yamaha and its affiliates, officers, directors, employees, agents, and representatives for damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys’ fees), arising in connection with any claim, suit, proceeding, or other action arising from your use of the Site or Services, your conduct in connection with your use of the Site or Services, or any violation of these Terms of Use or of any law or the rights of any third party.

## **Miscellaneous**

### Choice of Law; Jurisdiction and Venue

These Terms of Use shall be governed by the laws of the State of California without regard to any conflict of laws provision. You irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in Orange County, California in connection with any dispute or the enforcement of any right arising from these Terms of Use.

### Severability

If any provision of these Terms of Use is held by a court of competent jurisdiction to be unenforceable for any reason, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use shall remain in full force and effect.

### Waiver

Yamaha's failure or delay in exercising any right, power, or remedy under these Terms of Use shall not operate as a waiver of any such right, power, or remedy.

### Assignment

You may not assign this Agreement to any other person or party. We may assign this Agreement. We may also assign or delegate our rights and responsibilities under this Agreement to service providers, third parties or independent contractors. This Agreement is binding on permitted successors and assigns.

## **Contacting Us**

If you have questions, comments, or complaints regarding these Terms of Use, the Site, or Services, you may call 1-800-962-7926, email us at [privacy@yamahafinancialservices.com](mailto:privacy@yamahafinancialservices.com), or write to Yamaha at 6555 Katella Avenue, Cypress, California 90630-5101.