

## **TERMS & CONDITIONS FOR THE KAWASAKI CONNECT APP**

1. Exclusively advertise Kawasaki products. No advertising and/or mention (including any inference) of other brands, products, names are allowed, except to the extent that such other brands are included in the dealer trade name/DBA (Doing Business As).
2. Any mention of price for vehicles subject to the Kawasaki Minimum Advertised Price (MAP) Policy must adhere to MAP Policy guidelines. Vehicles are exempt from the MAP Policy six (6) months after the initial release month of the new model as reflected on KMC's MAP Policy Schedule. For vehicles not subject to the MAP Policy, Manufacturer's Suggested Retail Price (MSRP) must be included and identified as such when any price other than the MSRP is mentioned. See your District Manager for MAP Policy details.
3. Use all Kawasaki logos and trademarks in the form and with such registration and other designations as may from time to time be prescribed by Kawasaki Motors Corp., U.S.A. ("KMC").
4. Advertising may not feature performance claims or guarantees not warranted by KMC.
5. Advertise only national Kawasaki backed finance offers in the terms used on the KMC website.
6. Advertising may not feature contests, drawings, sweepstakes or similar promotions.
7. Advertising must reflect favorably upon Kawasaki products, Kawasaki trademarks, and the associated reputation and goodwill, and must not contain offensive material.
8. If your advertisement includes images or photos you represent and agree that you own all copyright in and to the images/photos used; you have authorization from all individual(s) featured in your images/photos to allow you to use a photo bearing their name, image and/or likeness for advertising purposes; you have obtained all permits/permissions required to use the locations, landmarks, imagery, artwork, and other features portrayed in the images/photos for advertising purposes; and all images/photos submitted become the property of KMC, and may be used by KMC in any and all forms of media, for any lawful purpose, without further permission or compensation.
9. Advertising will depict safe and responsible operation of Kawasaki products.
10. Advertising may not feature use or operation that violates any instructions or warning in the applicable Owner's Manual or physical labels on the product.
11. Advertising may not feature irresponsible references to speed, acceleration and/or horsepower.
12. Operators of product in advertising must be shown wearing proper eyewear and appropriate gear consistent with the Owner's Manual.

13. Advertising may not feature Kawasaki products modified with accessories not approved and offered for sale by KMC.
14. Advertising may not feature implied or express statements of U.S. origin regarding Kawasaki products, such as “Made in the U.S.A.,” “American Made,” or similar statements.
15. By using the Kawasaki Connect App Administrative Portal, you agree that KMC becomes the owner of all content you submit and may use such content for any lawful purpose, in its sole discretion, in perpetuity, without further approval or compensation to you.
16. You agree that you will comply with all applicable laws, rules and regulations when using the Kawasaki Connect App Administrative Portal.
17. KMC reserves the right to change, suspend, remove, or disable access to the Kawasaki Connect App Administrative Portal, or remove content in its sole discretion, at any time without notice or liability.
18. The hosts of the Kawasaki Connect App may have additional terms and conditions pertaining to your use of the Kawasaki Connect App Administrative Portal, and by accessing the Kawasaki Connect App Administrative Portal you hereby agree to be bound by all such terms and conditions.
19. KMC retains all rights, title and interest in and to the Kawasaki Connect App, including all right, title and interest in and to all proprietary information embodied or contained in the Kawasaki Connect App Administrative Portal.
20. KMC may change these Guidelines at any time without notice or liability. You will be bound by any such revisions.
21. By using the Kawasaki Connect App Administrative Portal, you represent and warrant that you are in good standing with KMC pursuant to the agreement that governs your dealer relationship with KMC.
22. KMC does not provide any representations or warranties of any kind, whether express, implied or statutory with respect to the Kawasaki Connect App Administrative Portal, including without limitation any warranty of title, merchantability, fitness for a particular purpose, accuracy, completeness, possibility of use, or non-infringement of third party rights.
23. KMC will have no liability for rejecting any proposed advertising, or requesting modifications that are unable to be completed prior to the desired publication date, including but not limited to advertising that is not able to be timely completed or approved.