DEALER PORTAL

TERMS OF USE

Welcome to http://dealer.fender.com ("Website") hosted by Fender Musical Instruments Corporation and all of its affiliates and subsidiaries (collectively the "Company" or "FENDER"). This website is intended solely for Company's authorized independent dealers. Your access to and use of this Website is subject to the following Terms of Use. Please read these Terms of Use carefully before accessing or using this Website, so that you fully understand your rights and responsibilities. **By accessing or using this Website**, **you agree to these Terms of Use. Please print a copy of these Terms of Use for your reference.**

If you do not agree to the following Terms of Use, do not access or use this Website, and instead contact Company in writing or via telephone listed below for further information.

Company may modify or amend these Terms of Use at any time. All changes will be effective immediately upon their posting on this Website. Material changes will be posted conspicuously on this Website. By accessing the Website following posting of changes to the Terms of Use, you agree to all such changes. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

Privacy Policy

By accessing and using this Website, you agree to the terms of our <u>Privacy Policy</u>, which are incorporated into these Terms of Use by this reference.

Intellectual Property Rights

© 2016 Copyright Fender Musical Instruments Corporation. All rights reserved

All copyrightable text, audio, video, graphics, charts, photographs, icons, and the design, selection, and arrangement of content in any medium on this Website are copyrighted by Company, unless otherwise noted. The distinctive and original layout and presentation of this Website also constitutes protectable trade dress under applicable federal law. In addition, many proprietary names and marks belonging to Company appear throughout this Website. This Website may also contain references to third-party marks, and copies of third-party copyrighted materials, which are the property of their respective owners. Any unauthorized use of any trade dress, marks, or any other intellectual property belonging to Company or any third party is strictly prohibited, and may be prosecuted to the fullest extent of the law.

FENDER®, STRATOCASTER®, STRAT®, TELECASTER®, TELE®, P BASS®, PRECISION BASS®, and the distinctive headstock designs of these guitars are registered trademarks of Fender Musical Instruments Corporation.

BANDMASTER, BASSMAN, BULLET, CHAMP, DELUXE REVERB, DURA-TONE, ESQUIRE, Stylized F (in Thick & Thin Script), FENDER (standard and in Stylized Thick & Thin Script), FRONTMAN, the two dimensional guitar headstock profiles commonly found on FENDER TELECASTER, STRATOCASTER, PRECISION BASS and JAZZ BASS electric guitars, J BASS, JAG-STANG, JAGUAR, JAZZ BASS, JAZZMASTER, MUSTANG, NOCASTER, P BASS, PASSPORT, PRECISION BASS, PRINCETON, RELIC, ROAD WORN, SFX, SHOWMAN, SHOWMASTER, SQUIER, STARCASTER, STRAT, STRATOCASTER, SUNN, SUPER BULLETS, SUPER REVERB, TELE, TELECASTER, THE SPIRIT OF ROCK-N-ROLL, TONE MASTER, TWIN REVERB, VIBRO CHAMP, VIBRO-KING, and VIBROLUX are the trademarks of FMIC that may appear in this Web Site and that are registered in one or several categories of goods with the United States Patent & Trademark Office. Some of the aforementioned trademarks may be registered in one or several categories of goods in certain other countries. This is not a comprehensive list of all trademarks of FMIC and specifically does not include any common law trademarks of FMIC. All other names and marks mentioned in this Web Site are the trade names, trademarks or service marks of their respective owners.

NOTICE REGARDING USE OF HISTORIC PATENT NUMBERS/MARKINGS: FENDER is proud to offer some of the most iconic musical instruments and amplifiers of the past 60 years. Some FENDER products are intentional recreations or reissues of vintage guitars and amplifiers, and may therefore incorporate markings or text associated with original patents that have since expired. Specific examples of such models include patent numbers on the tremolo plates and decals of the JAGUAR® and JAZZMASTER® guitars, "Pat Pending" on some vintage TELECASTER® guitar bridge plates, and "Design and Circuits Patented" language on the control panels of certain model amplifiers in FENDER Vintage Modified, Vintage Reissue and Custom lines. Such markings are included only for the sake of historical accuracy, and are not intended to denote or imply live patents or ongoing patent protection.

Should any user of this Website send any feedback or data, such as ideas, comments, suggestions or questions regarding any Company product or service or the content of this Website, such information shall be deemed to be non-confidential and Company shall have no obligation of any kind with respect to such information and shall be free to reproduce, use disclose and distribute the information to others without limitation. Further, Company shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products incorporating such ideas, concepts, know-how or techniques. If you desire confidential treatment of any ideas, concepts, know-how or techniques linstruments Corporation at 17600 N. Perimeter Drive, Suite 100 Scottsdale, AZ 85255 Attention: Legal Department.

Use of this Website

You may view, copy, print and use content contained on this Website (including recorded material) solely for promoting Company products and services in accordance with your dealer agreement provided that: (1) no text, graphics or other content available from this Website is modified or framed in any way; or (2) you do not delete or modify any copyright, trademark, or other proprietary notices. The use of any such content in violation of these Terms of Use or your dealer agreement is prohibited. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or other grant of right to use any patent, copyright, trademark, service mark or other intellectual property of Company and its subsidiaries, or any third party, except as expressly provided herein.

This Website may be accessed by users internationally and may contain references or cross references to Company products, programs and services that are not available in your country. Such references do not imply that Company intends to make available in your country such products, programs or services or that such products may lawfully be used in or imported into your country. Company reserves the right without prior notice to discontinue models, parts and accessories, and other items or change specifications at any time without incurring any obligations to any party.

Access to this Website may be monitored from time to time. The requesting URLs, the machine originating the request, and the time of the request may be logged for access statistics and security purposes. Use of this Website constitutes consent to such monitoring. This Website may be unavailable from time to time due to mechanical, telecommunication, software, and third-party vendor failures. Company cannot predict or control when such downtime may occur and cannot control the duration of such downtime.

Third-Party Websites

This Website may link to, or be linked to, other Websites not maintained by or related to Company. All links are provided only as a service to our visitors. Company is not, directly or indirectly, implying any approval, association, sponsorship, endorsement or affiliation with the linked or linking Website, unless specifically stated on this Website. Company has not reviewed all Websites to which it links and is not responsible for the content, accuracy, or policies of any such Websites. You link to other pages or Websites at your own risk, and your use of other Websites will be controlled by the terms of use posted on that Website. You should review the terms of use of any Website to which you navigate.

THIS WEBSITE MAY CONTAIN LINKS TO OR BE ACCESSED THROUGH LINKS ON WORLD WIDE WEBSITES OF COMPANY DEALERS OR DISTRIBUTORS, COMPANY DEALERS AND DISTRIBUTORS ARE INDEPENDENT CONTRACTORS AND ARE NOT AGENTS OF COMPANY. COMPANY DOES NOT HAVE RESPONSIBILITY FOR THE CONTENTS, AVAILABLITY, OPERATION OR PERFORMANCE OF WEBSITES OF COMPANY DEALERS OR DISTRIBUTORS, OR ANY OTHER SITES, TO WHICH THIS WEBSITE MAY BE LINKED OR FROM WHICH THIS WEBSITE MAY BE ACCESSED.

Reference to any product, recording, event, process, publication, service, or offering of any third party by artist name, trade name, trademark, Company name or otherwise does not necessarily constitute or imply the endorsement or recommendation of such by Company. Any views expressed by third parties on this Website (including recorded interviews) are solely the views of such third party and Company assumes no responsibility for the accuracy or veracity of any statement made by such third party.

Your Account

If you choose to register with the Website, your account is personal to you, and you may not share your account information with, or allow access to your account by any third party. Because you will be responsible for all activity that occurs under your access credentials, you should keep your username and password secret. If you have any reason to believe that your account information has been compromised or that your account has been accessed by a third party, you agree to immediately notify Company by e-mail to <u>customermaster@fender.com</u>. You are solely responsible for your own losses and losses incurred by Company and others (including other users) due to any unauthorized use of your account. This website is intended for Company's dealers its authorized representatives. Access to and content on this Website may not be shared with anyone except you and your authorized representatives in accordance with your dealer agreement.

No Warranty

Reasonable efforts are taken to ensure the accuracy and integrity of information and related materials provided by Company on this Website, but Company is not responsible for misprints, out-of-date information, technical or pricing inaccuracies, typographical or other errors appearing on this Website, the Websites of any Company dealer or distributor or any other Website. Information and related materials are subject to change without notice. This Website and all information and related materials it contains are provided "AS IS." Company does not warrant or guarantee 1) the accuracy, completeness, correctness, reliability, timeliness, or usefulness of this Website or any material, information or data downloaded or otherwise obtained through use of this Website; (2) the results that may be obtained from the use of this Website or any material, information or data obtained from this Website; (3) that use of this Website or any materials on this Website will meet any users requirements; (4) that access to the Website will be uninterrupted, timely, secure or error-free; or (5) that files or other materials and information available through this Website will be free of infections, viruses, worms, Trojan horses or other code that could be harmful to your computer system. Company has no

responsibility for the timeliness, deletion, misdelivery or failure to store any user communication. By using this Website, you assume the risk that the information and materials on this Website may be incomplete, inaccurate, out of date, or may not meet your needs and requirements. COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THIS WEBSITE AND THE INFORMATION GRAPHICS AND MATERIALS CONTAINED HEREIN.

You acknowledge and agree (1) that your use of this Website and any material, information or data downloaded or otherwise obtained through the use of this Website is at your discretion and risk, and (2) that you are solely responsible for any damage to your computer system or for loss of data that results from the download of any material, information or data, and for any other form of damage that may be incurred. None of the parties involved in creating, producing, or delivering this Website or its content will be liable to users of this Website for any damage resulting from use of this Website or use of material, information or data downloaded or otherwise obtained from this Website, nor are such parties in any way responsible for the conduct of users of this Website or for information posted or exchanged on this Website.

No advice or information, whether oral or written, obtained by you from Company or in any manner from this Website creates any warranty.

No Liability

In no event will Company or any of its officers, representatives, directors, employees, consultants or agents be liable for any direct, indirect, punitive, special, incidental, exemplary or consequential damages or any damages whatsoever (including without limitation, damages for loss of use, data, information, profits or business interruption) arising out of or in any way related to the use or performance of this Website or any linked Website or to any material, information, data, products, or services obtained through this Website, or otherwise arising out of your use of this Website, your inability to use this Website or any decision made or action taken by you in reliance of any information, advice or materials provided on this Website, whether such damages are based in tort, contract, negligence, strict liability or otherwise, even if Company has been advised of the possibility of such damages. Your sole and exclusive remedy is to stop accessing and using this Website.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so some of the above exclusions or limitations may not apply to you.

Miscellaneous

You agree to indemnify, defend and hold harmless Company, its officers, representatives, directors, employees, consultants and agents from any and all losses, expenses, third-party claims, liabilities, attorneys' fees, damages and costs for claims arising from or related to your use of this Website, your use of any material, information or data downloaded or otherwise obtained from this Website, or your violation of these Terms of Use, including your infringement of any intellectual property or other right of Company or any other person or entity.

The laws of Arizona and the United States shall govern use of the Website. Users agree that any action, suit, or proceedings arising from or related to use of the Website shall be brought exclusively in the federal or state courts of the State of Arizona without regard to choice of law or conflicts of law provisions.

Entire Agreement

By your access or use of this Website, you agree to these Terms of Use. These Terms of Use, together with the Company Privacy Policy, constitute the entire agreement between you and Company with respect to your access and use of this Website. Any waiver of any provision of these Terms of Use will be effective only if in writing and signed by Company. These Terms of Use will inure to the benefit of Company's successors and assigns.

Electronic Communications

You agree that these Terms of Use and any other documentation, agreements, notices or communications between you and Company may be provided to you electronically, to the extent permissible by law. Please print a copy of all documentation, agreements, notices or other communications for your reference.

If you have any questions or concerns regarding these Terms of Use, please contact us at:

Fender Musical Instruments Corporation Attn: Legal 17600 N. Perimeter Drive, Suite 100 Scottsdale, AZ 85255

Last Updated: 07/19/2016