



## **1. Terms of Website access**

1.1. These Terms of Access (“Terms”) should be reviewed by all visitors to this web site. All access to and use of this site (“EParts Services LLC Website”), and the features and functions on this EParts Services LLC Website, are subject to these Terms of Access. The EParts Services LLC Website is owned and controlled by EParts Services LLC, Inc. By accessing the EParts Services LLC Website you agree to and are bound by the Terms, including, but not limited to, conducting transactions electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of Pennsylvania law.

1.2. From time to time EParts Services LLC at it’s own discretion may update the Terms. Your use of the EParts Services LLC Website after any changes to these Terms are posted constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version of the Terms.

1.3. EParts Services LLC may, at its sole discretion, and at any time, alter or discontinue the EParts Services LLC Website or any part thereof, with or without notice, or may prevent your use of the EParts Services LLC Website with or without notice.

1.4. You agree that you do not have any rights in the EParts Services LLC Website and that EParts Services LLC will have no liability to you if the EParts Services LLC Website is discontinued or your ability to access the EParts Services LLC Website or any content you may have posted on the EParts Services LLC Website is terminated.

1.5. By accessing the EParts Services LLC Website, you assume the risk that the information on the EParts Services LLC Website may be incomplete, inaccurate, or out of date, or may not meet your needs and requirements.

1.6. EParts Services LLC may add, change, discontinue, remove or suspend any of the information, features and other content included in the EParts Services LLC Website at any time, without notice and without liability.

1.7. EParts Services LLC does not warrant in any way the accuracy of information contained on or obtained from the EParts Services LLC Website.

## **2. The License**

2.1 EParts Services LLC grants you a limited non-exclusive license to access and make use of the EParts Services LLC Website solely for legitimate business purposes, subject to these Terms. Any access or attempt to access other areas of any EParts Services LLC computer system or other information contained on the system for any other purposes is strictly prohibited.

2.2 When using the EParts Services LLC Website: (i) you will not use any electronic communication feature of the EParts Services LLC Website for any purpose that is unlawful, tortious, abusive, intrusive on another’s privacy, harassing, libelous, defamatory, embarrassing, obscene, threatening, or hateful; (ii) you will not upload, post, reproduce, or distribute any information, software, content or other material protected by copyright or any other intellectual property rights (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (iii) you will not collect or store personal data about other users; (iv) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

## **3. The Content**

3.1 Content on the EParts Services LLC Website including certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, logos, product and service names, slogans, and the compilation of the foregoing (“EParts Services LLC Content”) is the property of EParts Services LLC or its licensors, and is protected in the U.S. and also internationally under trademark, copyright, and other applicable intellectual property laws.

3.2 You agree not to download, display, or use any EParts Services LLC Content for use in any publications, websites or applications other than the EParts Services LLC Website for any unpermitted commercial purpose, in any manner that is likely to cause confusion, that disparages or discredits EParts Services LLC and/or its licensors, or that dilutes the strength of EParts Services LLC’s or its licensor’s or licensee’s intellectual property, or that otherwise infringes EParts Services LLC’s or its licensors’ or licensee’s intellectual property rights. You agree not to misuse any EParts Services LLC Content in any other manner.

## **4. Third Party Applications**

4.1. The EParts Services LLC Website may include third party services and/or software, applications. EParts Services LLC is not responsible for the practices or policies of such third parties, nor the content of any third party website or application, and does not make any representation regarding third party website or application, or content or accuracy of any material on such websites or applications. If you decide to use any such third party website or applications, you do so at your own risk.



## **5. Indemnification**

5.1. You agree to indemnify, defend and hold EParts Services LLC, its parents, affiliates, subsidiaries, officers, employees and sub-contractors, and each of their officers, employees and agents, harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of the Terms of Access.

## **6. Representations and Liability Limitations**

6.1. Eparts Services LLC makes no representations about the functionality or performance of the EParts Services LLC Website, and disclaims all liability in the event of any service failure. You accept that any reliance on such material or systems will be at your own risk. EParts Services LLC makes no representations regarding the amount of time that any Content or User Content will be preserved.

6.2. This site is provided on an "as is, as available" basis. No warranties, express or implied, including but not limited to those of merchantability, non-infringement, title, accuracy or fitness for a particular purpose, are made with respect to this site or any information therein. Under no circumstances, including negligence, shall Eparts Services llc or its licensor be liable for any direct, indirect, incidental, special, punitive, or consequential damages that result from the use of or inability to use this site, nor shall Eparts Services llc or its licensors be responsible for any damages whatsoever that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance whether or not caused by events beyond Eparts Services llc's or its licensors' reasonable control, including but not limited to acts of god, communications line failure, theft, destruction, or unauthorized access to this site's records, programs, or services. Under no circumstances, including but not limited to a negligent act, will Eparts Services llc, its affiliates, agents, or licensors be liable for any damage of any kind that results from the use of, or the inability to use, the site, even if Eparts Services llc has been advised of the possibility of such damages. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages; as a result, the above limitation or exclusion may not apply to you.

## **7. Cross References**

7.1. Product cross-reference comparisons or product alternatives that are presented do not imply that all products compared are available or perfectly comparable. Cross-referenced products are not represented or warranted as functional or performance equivalents. Review all cross-referenced product specifications prior to purchase and use to determine suitability of the product for your intended use.

## **8. Links**

8.1. The EParts Services LLC Website may be linked to other sites which are not maintained by EParts Services LLC. EParts Services LLC is not responsible for the content of or privacy or other policies governing those sites.

8.2. The inclusion of any link to such sites does not imply endorsement, sponsorship, or recommendation by EParts Services LLC of the linked sites. EParts Services LLC disclaims any liability for links: (a) from another site to the EParts Services LLC Website, and (b) to another site from the EParts Services LLC Website.

## **9. Trademarks**

9.1. Trademarks, trade names, product names and logos (the "Trademarks") contained in or used by the EParts Services LLC Website are the trademarks or registered trademarks of their respective owners, and the use of such Trademarks shall inure to the benefit of the trademark owner.

## **10. Miscellaneous**

10.1. These Terms will be governed by and construed in accordance with the laws of Pennsylvania without regard to conflicts of laws principles. These Terms operate to the fullest extent permissible by law. Accessing materials on the EParts Services LLC Website by certain persons in certain countries may not be lawful, and EParts Services LLC makes no representation that materials on the EParts Services LLC Website are appropriate or available for use in locations outside the United States. If you choose to access the EParts Services LLC Website from outside the United States, you do so at your own risk and are responsible for compliance with any applicable local laws.

10.2. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions of these Terms