

TERMS AND CONDITIONS

1. DEFINITIONS

Tireco.com is the web site maintained on the World Wide Web by Tireco, Inc. “The site” or “site” refers to Tireco.com. “User,” “you” or collectively “Users,” refers to any party who accesses the site. “Tireco” refers to Tireco, Inc. “Access” means viewing or otherwise obtaining information located on Tireco.com. “Agreement” refers to these Terms and Conditions and any subsequent modification.

2. ACCEPTANCE OF TERMS AND CONDITIONS; RESTRICTIONS

By accessing the site via the World Wide Web or any other medium, User acknowledges that User has read and understood, and accepts and agrees to be bound by all conditions imposed in the Agreement, as if User had signed it. Tireco reserves the right to modify these Terms and Conditions at any time without notice to User, including imposing a fee to access certain materials contained on the site. Any change in these Terms and Conditions is effective immediately upon User’s receipt of notice from Tireco. Notice can be given through e-mail, posting on the site, or any other means by which User may obtain notice. Users should periodically check these Terms and Conditions for changes. Any use of the site after changes have been made shall be deemed acceptance of those changed Terms and Conditions. Use of the site is voluntary. If at any time User does not agree to the Terms and Conditions, then User is not authorized to access, browse or use the site, and User must discontinue use of the site immediately. Tireco has the exclusive right to control accessibility, hours of use, features on the site and any other information found on the site. Tireco can restrict access to any or all portions of the site or remove any information or content from the site at any time. Tireco reserves the right to monitor use of the site. User is solely responsible for providing the equipment related to accessing the site, including all computer, remote communications equipment, telephone or other equipment.

Use of the site is limited to persons who are eighteen (18) years of age or older. The site is not directed to persons under 18, and the policy of Tireco is NOT to knowingly collect any personal information from persons under 18. If you are under 18, you should leave the site without providing any information about yourself. Any access to or use of the site by anyone under the age of majority requires consent to this Agreement by a parent or legal guardian. By accessing or using the site or related services, you represent and warrant to us that you are either a legal adult or, if under the age of majority, have obtained proper consent from a parent or legal guardian to your use of the site and this Agreement. By using the site, you represent and warrant that you have the right, authority, and

capacity to enter into this Agreement and to abide by all of these Terms and Conditions.

The owner of the site is based in the State of California in the United States. We provide the site for use by persons located in the United States. We make no claims that the site is appropriate outside of the United States. Those who choose to access the site from locations outside of the United States do so on their own initiative, and are responsible for compliance with local laws if and to the extent local laws are applicable, including, without limitation, all applicable laws, rules and regulations regarding the transmission of data exported from the United States or the country in which you reside.

3. USER ACCOUNTS

If you establish an account at this site in order to purchase products or receive information from us, you are responsible for maintaining the confidentiality of your account and your password. By establishing an account, User agrees to accept responsibility for all activities that occur at the site under your account and password. Tireco reserves the right, in its sole discretion, to refuse service, cancel orders or terminate your account.

4. COPYRIGHT AND MARKS

All content on the site (with the exception of content provided by Tireco's third party content providers and materials posted by Users) are the copyrighted property of Tireco. Other than the download to the viewer's computer that is inherent in viewing a web page, site contents may not be copied, reproduced, modified, published, uploaded, posted, transmitted, "framed" on another site, or distributed in any way without the prior written consent of Tireco. Users must retain all copyright and other proprietary notices on any authorized reproductions of any portion of the site. Any third party marks and content appearing on the site are the property of their respective owners. You are not permitted to use any of these third party marks or content without permission of the respective owner. Users posting their own content on the site pursuant to these Terms and Conditions retain the copyright in such material, but they are deemed to have given Tireco a license to the material sufficient for the purposes of operating the web site, which means Tireco can copy the material for backup and archival purposes, display it on the web site, allow viewers to view it (including by downloading a copy to the viewer's machines) and edit it for length or compliance with the rules applicable to User postings on the site. This license is perpetual, worldwide, transferable as part of any transfer of the web site in whole or in part, and fully-paid up. Tireco Inc. also has the right to remove User content from the site at any time for any purpose.

5. PROHIBITED CONDUCT

User expressly agrees to refrain from doing, either personally or through an agent, any of the following:

1. Use any device or other means to harvest information about other Users.
2. Transmit, install, upload or otherwise transfer any virus or other item or process to the site that in any way affects the use, enjoyment or service of the site.
3. Transmit, install, upload or otherwise transfer any virus or other item to the site that in any way affects the use, enjoyment or service of any User's or any Tireco employee's computer or other medium used to access the site.
4. Post any material on the site that is offensive to any other User. Tireco maintains the exclusive right to determine what is offensive.
5. Post or store on the site any content that violates or infringes the intellectual property rights of others (including but not limited to copyrights, trademarks, trade secrets, patents and publicity rights).
6. Modify the information, including headers, found on the web site.
7. Transmit, install, upload or otherwise transfer to the site any unauthorized advertisement or communication.
8. Engage in any action which Tireco determines is detrimental to the use and enjoyment of the site.
9. Use the site for any unlawful or defamatory means.
10. Transmit, install, upload, post or otherwise transfer any information in violation of the laws of the United States or post any information that could result in civil unrest.
11. Attempt to access, or access, the personal information of another User which is stored on this site.
12. Permit any person to access this site using the User's password.
13. Attempt to, or access, this site using another User's password.
14. Use any "deep-link", "page-scrape", "robot", "spider" or other automatic device, program, algorithm or methodology, or any similar or equivalent manual process, to access, acquire, copy or monitor any portion of the site or any content, or in any way reproduce or circumvent the navigational structure or presentation of the site or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the site. Tireco reserves the right to bar any such activity.
15. Probe, scan or test the vulnerability of the site or any network connected to the site, or breach the security or authentication measures on the site or any network connected to the site, or reverse look-up, trace or seek to trace any information on any other User or any other customer of Tireco, including any Tireco account not owned by you, to its source, or exploit the site or any service or information made available or offered by or through the site, in any

way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the site.

6. DISCLAIMER AND LIMITATION OF LIABILITY

Although Tireco has attempted to provide accurate information on the site, it makes no guarantee or warranty, express or implied, as to the reliability, accuracy, timeliness or completeness of that information and assumes no responsibility for any errors or omissions therein. USER ACCESSES THIS SITE AT HIS OR HER OWN RISK. USER EXPRESSLY UNDERSTANDS AND AGREES THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, THE SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED. NEITHER TIRECO NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON THIS SITE, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE FULLEST EXTENT PROVIDED BY LAW, THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF TIRECO, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. TIRECO IS NOT LIABLE FOR CRIMINAL, TORTIOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THIS SITE. IN NO EVENT WILL TIRECO OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY TORTIOUS OR ILLEGAL CONDUCT OF OTHER USERS. IN NO EVENT WILL TIRECO OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR ASSIGNS BE HELD LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE OR OTHER PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SITE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

7. THIRD PARTY CONTENT

Tireco is not the publisher or speaker of any information on the site that is provided by third party content providers or by Users, and Tireco is not liable for any claims related to that information. Any mention on the site of products or services provided by third parties is for informational purposes only and

constitutes neither an endorsement nor a recommendation by Tireco. Tireco assumes no responsibility for those products or services. Any dealings among any User and any third parties mentioned on or found through the site are solely between the Users and the third parties, and are subject to any terms, conditions, warranties or representations associated with those dealings. TIRECO MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OF THE ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE INFORMATION PROVIDED BY THIRD PARTIES. THIS INCLUDES, BUT IS NOT LIMITED TO, ANY INFORMATION FOUND ON A LINK LOCATED ON THIS SITE THAT ALLOWS USERS TO ACCESS INFORMATION FOUND ON ANOTHER SITE. ADDITIONALLY, TIRECO DOES NOT WARRANT THE EXISTENCE OR FUNCTIONALITY OF ANY SITE WHICH CAN BE ACCESSED THROUGH A LINK LOCATED ON THIS SITE.

8. USER CONTENT

Tireco may from time to time and at its sole discretion post content on the site that has been submitted to Tireco by User, including but not limited to product reviews or other comments (collectively, "User Content"). User may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of any User Content. User retains the copyright in any User Content and grants Tireco a nonexclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display, throughout the world in any media, any and all User Content. User also grants Tireco the right to use the name submitted by User in connection with User Content, if Tireco so chooses. User represents and warrants that User owns or otherwise controls all of the rights to the User Content; that the User Content is accurate; that use of the User Content does not violate this Agreement and will not cause injury to any person or entity; and that User will indemnify Tireco for all claims resulting from the User Content. Tireco has the right but not the obligation to monitor and edit or remove any User Content. Tireco takes no responsibility and assumes no liability for any User Content.

9. RELEASE AND INDEMNIFICATION

In the event you have a dispute with one or more users of the site (including, but not limited to, any dispute regarding any transaction or user generated content) or any third party website that may be linked to or otherwise interact with the site, including, without limitation, any social media site, you hereby agree to release and forever discharge Tireco and its agents, directors, shareholders, members, partners, managers, officers, employees, information providers, suppliers, distributors, vendors, contractors, licensors, attorneys, affiliates, successors and assigns (collectively, "Released Parties") from any and all rights, claims, complaints, demands, causes of action, proceedings, liabilities, obligations, legal

fees, costs and disbursements of any nature whatsoever, whether known or unknown, which now or hereafter arise from, relate to, or are connected with such dispute and/or your use of the site, to the fullest extent provided by law.

You further agree to indemnify, defend, and hold harmless, to the fullest extent provided by law, Released Parties from and against all claims, demands, liabilities, losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from, arising out of, or in connection with your use, unlawful use or other misuse, or inability to use the site, your breach of this Agreement, or otherwise relating to the business we conduct on the site (including, without limitation, any potential or actual communication, transaction, or dispute between you and any other third party), any action taken by Released Parties as a consequence of investigations by either Released Parties or law enforcement authorities, any content posted by you or on your behalf to the site, any use of any service provided by a third party provider, or any use of a service offered by us that interacts with a third party website, including any social media site. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not settle any matter without our written consent. This Section survives termination of this Agreement.

10. SECURITY

Users are prohibited from violating or attempting to violate the security of the site. Tireco will investigate occurrences of possible violations and will cooperate with all applicable law enforcement authorities in prosecuting violators.

11. VIOLATION OF THESE TERMS AND CONDITIONS

Tireco may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the site, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Tireco's rights or property, or the rights or property of visitors to or users of the site, including Tireco's customers. Tireco reserves the right at all times to disclose any information that Tireco Inc. deems necessary to comply with any applicable law, regulation, legal process or governmental request. Tireco also may disclose your information when Tireco determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes. You acknowledge and agree that Tireco may preserve any transmittal or communication by you with Tireco through the site or any service offered on or through the site, and may also disclose such data if required to do so by law, or Tireco determines that such preservation or disclosure is

reasonably necessary to: (1) comply with legal process, (2) enforce these Terms and Conditions, (3) respond to claims that any data violates the rights of others, or (4) protect the rights, property or personal safety of Tireco, its employees, users of or visitors to the site, and the public. You agree that Tireco may, in its sole discretion and without prior notice, terminate your access to the site and/or block your future access to the site if we determine that you have violated these Terms and Conditions or other agreements or guidelines which may be associated with your use of the site. You also agree that any violation by you of these Terms and Conditions will constitute an unlawful and unfair business practice, and will cause irreparable harm to Tireco, for which monetary damages would be inadequate, and you consent to Tireco obtaining any injunctive or equitable relief that Tireco deems necessary or appropriate in such circumstances. These remedies are in addition to any other remedies Tireco may have at law or in equity. You agree that Tireco may, in its sole discretion and without prior notice, terminate your access to the site, for cause, which includes (but is not limited to): (1) requests by law enforcement or other government agencies, (2) a request by you (self-initiated account deletions), (3) discontinuance or material modification of the site or any service offered on or through the site, or (4) unexpected technical issues or problems. If Tireco does take any legal action against you as a result of your violation of these Terms and Conditions, Tireco will be entitled to recover from you, and you agree to pay, all attorneys' fees and costs of such action, in addition to any other relief granted to Tireco. You agree that Tireco will not be liable to you or to any third party for termination of your access to the site as a result of any violation of these Terms and Conditions.

12. TERMINATION OF AGREEMENT

Tireco may terminate this Agreement at its discretion. In addition to Tireco's other rights, Tireco may terminate access to this site or cancel membership to any service that Tireco provides on the site, if User breaches this Agreement in any way or engages in conduct that Tireco deems inappropriate. In the event of termination of this Agreement, the provisions in this paragraph and the provisions found in paragraphs 4, 5, 6, 7, 8, 9 and 11 shall survive.

13. LINKS

User is granted a limited, revocable, and nonexclusive right to create a hyperlink to the home page of the site so long as the link does not portray Tireco or its products or services in a false, misleading, derogatory, or otherwise offensive matter. User may not use any Tireco logo or other proprietary graphic or trademark as part of the link without express written permission. Tireco reserves the right to terminate any link found on the site at any time. User may not utilize framing techniques to enclose any trademark, logo, or other Tireco proprietary information (including images, text, page layout, or form) or use any meta tags or

any other “hidden text” utilizing Tireco’s name or trademarks without Tireco’s express written consent.

14. ENTIRE AGREEMENT; SEVERABILITY; CHOICE OF LAW, ARBITRATION AND VENUE

These Terms and Conditions constitute the entire agreement between Tireco and User regarding the subject matter hereof. Any previous agreement, whether oral or written, between Tireco and User dealing with the subject matter hereof is superseded. If any portion of this Agreement is found to be unenforceable for any reason, such portion will be deemed severed and will not affect the enforceability of the remaining terms. Upon User’s breach of this Agreement, Tireco Inc. may pursue any legal or equitable remedy available, including but not limited to, direct, consequential and punitive damages and injunctive relief. Tireco’s remedies are cumulative and not exclusive. Failure of Tireco to exercise any remedy or enforce any portion of this Agreement at any time shall not operate as a waiver of any remedy or of the right to enforce any portion of this Agreement at any time thereafter. This Agreement and any claim or controversy relating to or arising from the use of the site or services, including, but not limited to, any transactions made or entered into at the site, any information, content, products, services, or promotions herein contained or provided from the site, or any functionality, software, or programming contained or provided at or from the site (hereafter, “Claims”), shall be governed by the laws of the State of California without regard to principles of conflicts of law and, as applicable, the laws of the United States of America.

TO THE FULLEST EXTENT PROVIDED BY LAW, ANY CAUSE OF ACTION OR CLAIM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OR CLAIM ARISES, OR THE CAUSE OF ACTION OR CLAIM SHALL BE FOREVER BARRED.

YOU AGREE TO ARBITRATE ANY AND ALL CLAIMS, INCLUDING ALL STATUTORY CLAIMS, AND ANY STATE OR FEDERAL CLAIMS. BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE GIVING UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE, OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE, AND EQUITABLE CLAIMS) BETWEEN

YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR USE OF THE SITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

All Claims shall be decided by one arbitrator pursuant to this provision and the commercial arbitration rules and procedures of JAMS, Inc. at their offices located in Orange County, California. For more information on JAMS and/or the rules of JAMS, visit <http://www.jamsadr.com>. All Claims shall be brought solely in the parties' individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate more than one person's Claims, and may not otherwise preside over any form of a representative or class proceeding with respect to any such Claims. NEITHER PARTY SHALL BE PERMITTED TO OBTAIN AWARDS FOR AND, TO THE EXTENT PROVIDED BY LAW, EACH PARTY HEREBY WAIVES (A) ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL, ENHANCED, INDIRECT OR CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND (B) ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. The decision of the arbitrator shall be final and binding. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. Any proceeding to enforce this arbitration agreement, including any proceeding to confirm, modify, or vacate an arbitration award, shall be conducted in the Superior Court of the State of California, in and for the County of Orange or, where applicable, the federal District Court sitting in the County of Orange, State of California. Likewise, in the event that this arbitration agreement is for any reason held to be unenforceable, any litigation shall be commenced only in the federal or state courts located in Orange County, California. You hereby irrevocably consent to the jurisdiction of those courts for such purposes.

By using the site and/or related services in any manner, you agree to the above arbitration agreement. In doing so, you give up your right to go to court to assert or defend any claims between you and us. You also give up your right to participate in a class action or other class proceeding.