

This WEST COAST CUSTOMS CAR CARE Terms of Use Agreement (the "Agreement") constitutes a legally binding agreement made between you, whether personally or on behalf of you ("you" and/or "user(s)") and WEST COAST CUSTOMS CAR CARE. ("WCC CAR CARE"), concerning your access to and use of the WCC CAR CARE website located at URL:

[www.WESTCOASTCUSTOMSCARCARE.com](http://www.WESTCOASTCUSTOMSCARCARE.com)("Website"). The Website allows you to: (a) become a registered user and use certain interactive features that WCC CAR CARE may make available from time to time; or (b) simply view the Website (collectively, the "WCC CAR CARE Services").

In order to become a registered user you must first register with WCC CAR CARE through WCC CAR CARE online registration process. Regardless of how you decide to use the Website and the WCC CAR CARE Services, your conduct on the Website is governed by this Agreement. The WCC CAR CARE Services are hosted in the United States.

1. Eligibility. By using the WCC CAR CARE Services, you represent and warrant that:
  - (a) all information you submit is truthful and accurate;
  - (b) you will maintain the accuracy of your contact information;
  - (c) you are 13 years of age or older; and
  - (d) your use of the Website does not violate any applicable law or regulation. WCC CAR CARE may terminate this Agreement and your use of the Website if WCC CAR CARE believes, in its sole discretion, that you are under 13 years of age.
2. User Representations and Warranties. You are entirely responsible for the content of, and any harm resulting from, any materials you post, submit or upload to the Website (collectively, "Contribution"). When you create a Contribution, you thereby represent and warrant that:
  - (a) you own the Contribution submitted or uploaded by means of the WCC CAR CARE Services;
  - (b) the posting of your Contribution by means of the WCC CAR CARE Services does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person;
  - (c) you have fully complied with any third-party licenses relating to your Contribution, agree to pay for all royalties, fees and any other monies owing any person by reason of any Contribution posted by you to or through the WCC CAR CARE Services;
  - (d) your Contribution does not contain any viruses, worms, Trojan horses, malicious code or other harmful or destructive content;
  - (e) your Contribution is not obscene, lewd, lascivious, filthy, excessively violent, harassing or otherwise objectionable, libelous or slanderous, does not advocate the violent overthrow of the government of the United States, does not incite, encourage or threaten immediate physical harm against another, does not violate any applicable law, regulation, or rule, and does not violate the privacy or publicity rights of any third party;
  - (f) your Contribution does not contain material that solicits personal information from anyone under 18 or exploit people under the age of 18 in a sexual or violent manner, and does not violate any federal or state law concerning child pornography or otherwise intended to protect the health or wellbeing of minors;

- (g) if your employer has rights to intellectual property you create, you have either (i) received permission from your employer to make available the Contribution, or (ii) secured from your employer a waiver as to all rights in or to your Contribution;
- (h) your Contribution does not constitute, contain, install or attempt to install or promote spyware, malware or other computer code, whether on WCC CAR CARE or others' computers or equipment, designed to enable you or others to gather information about or monitor the online or other activities of another party;
- (i) your Contribution does not inundate the Website with communications or other traffic suggesting no serious intent to use the Website for its stated purpose;
- (j) your Contribution does not otherwise violate, or link to material that violates, any provision of this Agreement or any applicable law or regulation;
- (k) your Contribution does not contain pictures, data, audio or visual files, or any other content that is excessive in size, as determined by WCC CAR CARE in its sole discretion;
- (l) your Contribution does not contain content that endorses or promotes racism, bigotry, hatred, or physical harm of any kind against another group or individual; and
- (m) your Contribution does not contain content that discriminates, incites harassment or advocates harassment of any group or individual.

3. Prohibited Activities. You may not access or use the Website for any other purpose other than that for which WCC CAR CARE makes it available. Certain activities, even if legal, may violate the common rules of etiquette governing Contributions and Website use, as determined by WCC CAR CARE in WCC CAR CARE's sole discretion.

Prohibited activity includes, but is not limited to:

- (a) criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, copyright infringement, patent infringement, or theft of trade secrets;
- (b) using any information obtained from the Website in order to contact, advertise to, solicit, or sell to any user without their prior explicit consent;
- (c) interfering with, disrupting, or creating an undue burden on the Website or the networks or services connected to the Website;
- (d) attempting to impersonate another user, person or entity;
- (e) using a false email address;
- (f) using any information obtained from the Website in order to harass, abuse, or harm another person;
- (g) using the Website in a manner inconsistent with any and all applicable laws and regulations;
- (h) providing material support or resources (or concealing or disguising the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act;
- (i) advertising to, or solicitation of, any user to buy or sell any products or services;
- (j) transmitting chain letters or junk email to other users; and
- (k) providing material support or resources (or concealing or disguising the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

4. Intellectual Property Rights. The content on the Website, except for all Contributions, including without limitation, the text, software, scripts, graphics, photos, videos, interactive features and the like ("Materials") and the trademarks, service marks and logos contained therein ("Marks"), are owned by or licensed to WCC CAR CARE, subject to copyright and other intellectual property rights under United States and foreign laws and international conventions. Materials on the Website are provided to you AS IS for your information and personal use only and may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners. WCC CAR CARE reserves all rights not expressly granted in and to the Website and the Materials. You agree to not engage in the use, copying, or distribution of any of the Materials other than expressly permitted by WCC CAR CARE, including any use, copying, or distribution of third parties' materials obtained through the Website for any commercial purposes. If you download or print a copy of the Materials for personal use, you must retain all copyright and other proprietary notices contained therein. You agree not to circumvent, disable or otherwise interfere with security related features of the Website or features that prevent or restrict use or copying of any Materials or enforce limitations on use of the Website or the Materials therein.

5. Passwords. When you create an account with the Website, you will be asked to supply a password. You must keep your password confidential, and you are responsible for all use of your password and account.

6. Grant of License to WCC CAR CARE. You will retain ownership of the Contributions that you post, contribute and upload to the Website. By making a Contribution to the Website, you hereby grant to WCC CAR CARE a perpetual, non-exclusive, fully-paid, royalty-free, sub-licensable worldwide license to use, modify, create derivative works of, publicly perform, publicly display, reproduce, rent, resell and distribute such Contribution through the Website, in all media now known or hereafter created and in any other manner in WCC CAR CARE sole discretion subject to the condition that WCC CAR CARE will provide you with worldwide attribution.

7. WCC CAR CARE Right to Manage the Website and Terminate Users.

7.1 WCC CAR CARE Website Management. WCC CAR CARE reserves the right but does not have the obligation to: (a) monitor the Website for violations of this Agreement; (b) refuse, restrict access to or the availability of any user's Contribution or any portion thereof that may violate this Agreement or any WCC CAR CARE policy; (c) remove from the Website or otherwise disable all files and content that are excessive in size or are in any way burdensome to WCC CAR CARE systems; (d) take appropriate legal action against anyone who, in WCC CAR CARE sole discretion, violates this Agreement, including without limitation, reporting you to law enforcement authorities; and (e) otherwise manage the Website in a manner designed to protect the rights and property of WCC CAR CARE and others and to facilitate the proper functioning of the Website.

7.2 WCC CAR CARE Right to Terminate Users. WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, WCC CAR CARE RESERVES THE RIGHT TO, IN WCC CAR CARE SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY DENY ACCESS TO AND USE OF THE WEBSITE TO, ANY PERSON

FOR ANY REASON OR FOR NO REASON AT ALL, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THIS AGREEMENT, OR OF ANY APPLICABLE LAW OR REGULATION.

7.3 Risk of Harm. Please note that there are risks, including but not limited to the risk of physical harm, of dealing with strangers, including persons who may be acting under false pretenses. Please choose carefully the information you post on the Website and that you give to other Website users. You are discouraged from posting the following information on the Website: telephone numbers, street addresses, last names and any photographs containing nudity or obscene, lewd, excessively violent, harassing, sexually explicit or otherwise objectionable matter. Despite this prohibition, other people's information may be offensive, harmful or inaccurate, and in some cases will be mislabeled or deceptively labeled. You assume all risks associated with dealing with other users with whom you come in contact through the Website. We expect that you will use caution and common sense when using the Website.

7.4 Website Errors. The Website may contain inaccuracies or typographical errors. WCC CAR CARE makes no representations about the accuracy, reliability, completeness, or timeliness of the Website or any content thereon. The use of the Website is at your own risk. Changes are periodically made to the Website and may be made at any time.

7.5 No Guarantee. WCC CAR CARE cannot guarantee and does not promise any specific results from use of the Website. No advice or information, whether oral or written, obtained by you from WCC CAR CARE or the Website shall create any warranty not expressly stated herein.

8. Term. This Agreement shall remain in full force and effect while you use the WCC CAR CARE Services. You may terminate your use or participation at any time by ceasing to use the WCC CAR CARE Services. WCC CAR CARE may terminate your use or participation at any time, without warning. Even after your use and participation is terminated, certain provisions of this Agreement will remain in effect, including: Section 1 ("Eligibility"); Section 2 ("User Representations and Warranties"); Section 3 ("Prohibited Activities"); Section 4 ("Intellectual Property Rights"); Section 6 ("Grant of License to WCC CAR CARE"); Section 7 ("WCC CAR CARE Right to Manage the Website and Terminate Users"); Section 8 ("Term"); Section 9 ("Modifications"); Section 10 ("Third Party Websites"); Section 11 ("Choice of Law, Forum and Injunction"); Section 12 ("Disclaimers"); Section 13 ("Limitation on Liability"); Section 14 ("Indemnity"); Section 15 ("Non-commercial Use by Users"); and Section 16 ("Miscellaneous").

9. Modifications. WCC CAR CARE may modify this Agreement from time to time. WCC CAR CARE will alert all users with whom it maintains email information of such modifications by means of an email to their most recently provided email address. Any and all changes to this Agreement will also be reflected on the Website. You agree to be bound to any changes to this Agreement when you use the Website after any such modification is posted. It is therefore important that you regularly review this Agreement and keep your contact information current to ensure you are informed of any changes.

10. Third Party Websites. The Website may contain links to third party websites ("Third Party Website"). WCC CAR CARE does not own or operate the Third Party Websites, and WCC CAR CARE has not reviewed, and cannot review, all of the material, including goods or services, made available through Third-Party Websites. The availability of these links on the Website does not represent, warrant or imply that WCC CAR CARE endorses any Third Party Websites or any materials, opinions, goods or services available thereby. Third-Party materials accessed through or used by means of the Third Party Websites may also be protected by copyright and other intellectual property laws. THIS AGREEMENT DOES NOT APPLY TO THIRD PARTY WEBSITES. BEFORE VISITING A THIRD PARTY WEBSITE BY MEANS OF THE WEBSITE OR A LINK LOCATED ON THE WEBSITE, USERS SHOULD REVIEW THE THIRD PARTY WEBSITE'S TERMS AND CONDITIONS, POLICY AND ALL OTHER WEBSITE DOCUMENTS, AND INFORM THEMSELVES OF THE REGULATIONS, POLICIES AND PRACTICES OF SUCH THIRD PARTY WEBSITES.

11. Choice of Law, Forum and Injunction. You and WCC CAR CARE agree to submit to the exclusive jurisdiction of the appropriate state or federal court where subject matter jurisdiction and venue is proper in Los Angeles County, California. You and WCC CAR CARE agree that any disputes shall be resolved under the substantive law of the state of California (exclusive of its choice of law provisions). The Convention for the International Sale of Goods shall not apply. WCC CAR CARE will have the right to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third-party rights.

12. Disclaimers. YOUR USE OF THIS WEBSITE IS AT YOUR SOLE RISK. THE WEBSITE, CONTRIBUTIONS AND WEBSITE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WCC CAR CARE DOES NOT REPRESENT THAT IT ENDORSES ANY CONTENT, WEBSITES OR CONTRIBUTIONS AVAILABLE ON OR LINKED TO BY THE WEBSITE, INCLUDING WITHOUT LIMITATION CONTENT HOSTED ON THIRD PARTY WEBSITES. TO THE FULLEST EXTENT PERMITTED BY LAW, WCC CAR CARE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WCC CAR CARE SERVICES, THE WEBSITE AND YOUR USE THEREOF.

WCC CAR CARE MAKES NO WARRANTY THAT (A) THE SERVICE PROVIDED BY OR THROUGH THIS WEBSITE OR ITS SERVICE PROVIDERS OR LINKED WEBSITES WILL MEET YOUR REQUIREMENTS, (B) THE SERVICE PROVIDED BY OR THROUGH THIS WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (C) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITE WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH THIS WEBSITE WILL MEET YOUR EXPECTATIONS, (E) ANY ERRORS IN THE SOFTWARE RELATING TO THIS WEBSITE WILL BE CORRECTED, OR (F) THAT THIS WEBSITE OR ANY SERVICES PROVIDED BY OR THROUGH IT WILL BE FREE FROM VIRUSES, HARMFUL SOFTWARE OR OTHER DEFECTS.

ANY MATERIAL OBTAINED THROUGH THE USE OF THIS WEBSITE IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WCC CAR CARE OR THROUGH OR FROM THIS WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

WCC CAR CARE DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE WEBSITE, OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WCC CAR CARE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

SOME STATES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE DISCLAIMERS OR PORTIONS OF THEM MAY NOT APPLY TO YOU. YOUR LEGAL RIGHTS MAY VARY FROM STATE TO STATE.

13. *Limitation on Liability.* IN NO EVENT SHALL WCC CAR CARE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT DAMAGES ARISING FROM YOUR USE OF THE WEBSITE AND/OR THE WCC CAR CARE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, WCC CAR CARE LIABILITY TO YOU IN RESPECT OF ANY LOSS OR DAMAGE SUFFERED BY YOU AND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR FOR BREACH OF STATUTORY DUTY OR IN ANY OTHER WAY SHALL NOT EXCEED \$100.

14. *Indemnity.* You agree to indemnify and hold WCC CAR CARE, its subsidiaries, affiliates, and licensors and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Website and/or WCC CAR CARE Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

15. *Non-commercial Use by Users.* The WCC CAR CARE Services are for the personal use of users only and may not be used in connection with any commercial endeavors, except those that are specifically endorsed or approved by WCC CAR CARE. You shall not do the following without the express written consent of WCC CAR CARE: (a) make any unauthorized use of the WCC CAR CARE Services; and (b) engage in unauthorized framing of or linking to the Website.

## 16. Miscellaneous.

16.1 Entire Agreement. This Agreement constitutes the entire agreement between you and WCC CAR CARE regarding the use of the Website.

16.2 Non-Waiver. The failure of WCC CAR CARE to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

16.3 Section Titles. The section titles in this Agreement are for convenience only and have no legal or contractual effect.

16.4 Assignment. This contract is personal to you. You may not assign your rights under this Agreement to any third party. WCC CAR CARE may assign its rights under this Agreement without condition.

16.5 Severability. This Agreement operates to the fullest extent permissible by law. If any provision or part of a provision of this Agreement is unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from this Agreement and does not affect the validity and enforceability of any remaining provisions.

16.6 Third Party Beneficiaries. This Agreement will be binding upon and will inure to the benefit of the parties' permitted successors and/or assignees.

This Agreement is effective as of and was last updated on

## PRIVACY POLICY

By using or accessing this website you signify your acknowledgment and assent to the Privacy Policy set forth below. If you do not agree to this policy, please do not use this website. Company can revise this policy at any time by updating this posting, and your use after such change signifies your acceptance of the changed terms. Please check these terms of use periodically for changes.

This policy is intended to help you understand how WCC CAR CARE, Inc. its subsidiaries and affiliates ("WCC CAR CARE," "we," or "us") collect, use and safeguard the information you provide on our website.

### **Personal Data**

If you browse the WCC CAR CARE website, you may generally do so anonymously without providing any personal information. However, there are cases in which we may ask you for personal data. For example, we will occasionally conduct on-line surveys to better understand the needs and profile of our visitors. In addition, we may request personal information when you register to receive additional information regarding our products and services, sign up for a newsletter, or send us a question. Even if you choose not to give information we request, you can still visit most of the WCC CAR CARE website, but you may be unable to access certain options, offers, and services.

In case you change your mind or wish to update or delete personal information (such as your zip code), we will endeavor to correct, update or remove the personal data you give us. You can do this by contacting us at the contact points specified below. Orders

When you place an order for a product, we need to know your name, e-mail address, mailing address, credit card number and expiration date. This personal information is required so that we can process and fulfill your order, send an order or shipping confirmation, as well as notify you of your order status. All Internet transactions with WCC CAR CARE are performed on a secure server that encrypts your credit card information to ensure it is not read by unauthorized third parties.

### **WCC CAR CARE Mailings**

If you provide us with personal information, and choose to join our email list, we will place you on that list to receive e-mail regarding product updates, special offers, important issues and new products of WCC CAR CARE. If you do not wish to receive e-mail updates, please contact us at the contact points specified below.

### **Use of Personal Data**

Personal information provided by users who are 13 or more years of age may be used for marketing and promotional purposes only by WCC CAR CARE. WCC CAR CARE does not rent, sell or otherwise distribute to third parties, your personal information entered on this site without your consent, unless required by law or as disclosed to you when the information is collected. If you do provide us with consent to share your information with other companies, we may share your information with companies who offer products and services that may be of interest to you. These companies may then contact you directly with product or sample offers, personalized offers and information, or to ask for your feedback on products and programs that they think may be of interest to you. While we use all reasonable efforts to safeguard the confidentiality of your information, WCC CAR CARE will have no liability for disclosure of any information obtained due to errors in transmission or the unauthorized acts of third parties. WCC CAR CARE also reserves the right to change or update this policy, or any other policy or practice, at any time, with reasonable notice to users of its website. Any changes or updates will be effective immediately upon posting to the WCC CAR CARE site.

We may share statistical or aggregated non-personal information about our users with advertisers, business partners, sponsors and other third parties. This data is used to customize WCC CAR CARE website content and advertising to deliver a better experience to our users.

### **Cookies and IP Tracking**

This site may use cookies for site administration purposes. If for any reason you wish to not take advantage of cookies, you may have your browser not accept them, although this may disable or render unusable some of the features of the WCC CAR CARE website.



This website also may detect and use your IP address or domain name for internal traffic monitoring and capacity purposes or to otherwise administer our website. No personal information is obtained; rather, just the patterns of usage of our various users may be tracked to provide you with improved service and content based on aggregate or statistical reviews of user site traffic patterns.

### **Special Cases**

WCC CAR CARE reserves the right to disclose user information in special cases, when we have reason to believe that disclosing this information is necessary to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) our rights or property, other WCC CAR CARE website users, or anyone else that could be harmed by such activities. We may disclose personal information without notice to you in response to a subpoena or when we believe in good faith that the law requires it or to respond to an emergency situation.

### **Policies for Children**

WCC CAR CARE encourage parents and guardians to monitor and participate in their children's online activities. Unless you are viewing a website directed specifically to children, no information should be submitted to this site by users under 13 years of age, and users under 13 years old are not allowed to register for newsletters, clubs or activities. In addition, users under 18 years of age are not allowed to make purchases or participate in contests, except for those specifically directed to children. Where appropriate, WCC CAR CARE may ask you to indicate your age to verify compliance with these policies.

WCC CAR CARE does not knowingly collect information from our guests under 13 years of age or provide any personally identifying information from such guests to any third party for any reason whatsoever. We do not allow guests known to be under 13 years of age to receive direct marketing communications from WCC CAR CARE or from third parties.

### **Linked Sites**

Please be advised that our website may contain links to third party websites. The linked sites are not under the control of WCC CAR CARE, and we are not responsible for the contents or privacy practices of any linked site or any link on a linked site.

### **Contact Information:**

Questions about this privacy policy should be directed to :

Questions about our products should not be directed to this address and will not be replied to.

If you would like your email address removed from our database, please send an email to \_\_\_\_\_ and type the word "Remove from Mailing List" in the subject line.