



# Terms & Conditions of Use

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**PLEASE READ THE ENTIRE TERMS AND CONDITIONS OF USE CAREFULLY** before you use any ASA site. If you do not agree to all these Terms and Conditions, you may not use the sites. By accessing or using a site, you agree that you have read, understand and agree to be bound by these terms and conditions of use, as amended from time to time, as well as the ASA Privacy Policy.

The Sites are intended to be used by U.S. residents 18 years of age or older. You hereby represent and warrant that you are a U.S. resident at least 18 years old.

## Privacy Policy

ASA’s use of your personal information and your responsibilities in connection with protecting your privacy are described in our Privacy Policy, which is hereby incorporated by reference into these Terms and Conditions of Use. For more information, please see our full Privacy Policy.

## Site Use Guidelines

The manufacturer and product information and specifications that are provided on any ASA Site are for your information only. Always verify the model and product information when requesting information; if more than one model number appears, it means that those models have the same dimensions and functional specifications, except as noted. Letters in model numbers do not necessarily define product color. Drawings and diagrams may not be to scale, so you should not rely on them. Some of the products listed may no longer be available. Some information provided may not be current, or may have changed since the last time you viewed or downloaded it. Always verify national and local codes.

**ALL INFORMATION AND SPECIFICATIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE.** We do not in any way represent or warrant the accuracy or reliability of any of the information provided, and all information is provided subject to the disclaimers and limitations of liability set forth below. All specific questions about products and availability should be addressed to the manufacturer of the particular product.

You agree to use the Sites only for lawful purposes:

(a) Specifically you agree not to do any of the following:

- (1) upload to or transmit on the Sites any defamatory, indecent, obscene, harassing, violent or otherwise objectionable material, or any material that is, or may be, protected by copyright, without permission from the copyright owner;
- (2) use the Sites to violate the legal rights (including the rights of publicity and privacy) of others or to violate the laws of any jurisdiction;
- (3) intercept or attempt to intercept electronic mail not intended for you;
- (4) misrepresent an affiliation with any person or organization;
- (5) upload to or transmit on the Sites any advertisements or solicitations of business;
- (6) restrict or inhibit use of the Sites by others;
- (7) upload or otherwise transmit files that contain a virus or corrupted data;
- (8) collect information about others (including email addresses) without their consent;
- (9) download a file or software or include in a message any software, files or links that you know, or have reason to believe, cannot be distributed legally over the Sites or that you have a contractual obligation to keep confidential (notwithstanding its availability on the Sites);

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(10) post “spam,” transmit chain letters or engage in other similar activities; or  
(11) engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Sites, or which, as determined by ASA, may harm ASA or users of the Sites or expose them to liability.

(b) Any content and/or opinions uploaded, expressed or submitted to a message board, blog, chat room or any other publicly available section of the Sites (including password-protected areas), and all articles and responses to questions, other than the content provided by ASA, are solely the opinions and responsibility of the person or entity submitting them and do not necessarily reflect the opinions of ASA.

You understand and acknowledge that you are responsible for whatever content you submit, and you, not ASA, have full responsibility for such content, including its legality, reliability and appropriateness. By uploading or otherwise transmitting material to any area of the Sites, you represent and warrant that the material is your own or is in the public domain or otherwise free of proprietary or other restrictions and that you have the right to post it to the Sites. You agree to indemnify, save, and hold ASA harmless from and against any damages, including (without limitation) reasonable and necessary attorneys’ fees and costs, ASA incurs as a result of or related to any content you upload or transmit to any area of the Sites.

You grant to ASA the perpetual, worldwide, nonexclusive, irrevocable, royalty-free right and license to use all content you upload or otherwise transmit to the Sites in any manner ASA chooses, including, but not limited, to copying, displaying, performing or publishing it in any format whatsoever, modifying it, incorporating it into other material or making a derivative work based on it. Such use may include, without limitation, use for syndication purposes or use on other websites and in all other forms of media now known or hereafter developed, including without limitation in e-mail, text messages, mobile applications or print. You agree to waive any right to compensation for any use by ASA of any content that you upload or otherwise transmit to the Sites.

(c) ASA reserves the right, but does not assume any responsibility, to (1) remove any material posted on the Sites which ASA, in its sole discretion, deems inconsistent with the foregoing commitments, including any material ASA has been notified, or has reason to believe, constitutes a copyright infringement; and (2) terminate any user’s access to all or part of any Site, without or without notice. However, ASA can neither review all material before it is posted on the Sites nor ensure prompt removal of objectionable material after it has been posted. Accordingly, ASA assumes no liability for any action or inaction regarding transmissions, communications or content provided by third parties. ASA reserves the right to take any action it deems necessary to protect the personal safety of users of the Sites and the public. You agree that ASA is not responsible for examining or evaluating the content or accuracy of material posted on the Sites by third parties. You further acknowledge that ASA does not warrant and will have no liability or responsibility for any third-party-materials posted on the Sites.

(d) Your failure to comply with the provisions of (a) or (b) above may result in the termination of your access to the Sites and may expose you to civil and/or criminal liability.

### **Proprietary Rights to Content**

You acknowledge and agree that the entire contents of the Sites (including all information, data, software, photographs, graphics, text, images, logos, icons, typefaces, audio and video material, and/or other material) and the design, selection, collection, arrangement and assembly thereof, are proprietary to ASA or its licensors and are protected by United States and international intellectual property and other laws, including (without limitation) copyrights, trademarks, trade secrets and other proprietary rights, and that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

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Except as expressly authorized by ASA in writing, you may not reproduce, sell or exploit for any commercial purposes (1) any part of a Site, (2) access to a Site or (3) use of a Site or of any services or materials available

through a Site. You agree that any of the foregoing actions, if taken without the express written authorization of ASA, would constitute a breach of this agreement, entitling ASA to damages and injunctive relief.

### **Access and Interference**

You agree that you will not (a) use any robot, spider or other automatic device, process or means to access a Site, (b) use any manual process to monitor or copy any of the material on a Site or for any other unauthorized purpose without the prior written consent of ASA, (c) use any device, software or routine that interferes with the proper working of a Site, (d) attempt to interfere with the proper working of a Site, or (e) take any action that imposes an unreasonable or disproportionately large load on ASA's infrastructure.

### **Trademarks**

The ASA name and logo, and all related names, logos, product and service names, designs and slogans are registered marks of ASA. They may not be used or displayed without our prior written consent and our logo should always be displayed with the accompanying register mark (®). All other trademarks, product names and company names and logos appearing on the Sites are used for identification purposes only and may be the trademarks of their respective owners.

### **Online Purchases**

All purchases from a Site are governed by the particular Terms of Sale specified in the Site, which are hereby incorporated by reference into these Terms and Conditions of Use.

### **Dealings with Other Merchants**

If you choose to correspond, participate in a promotion or engage in transactions with any merchant (or other third party) found on or through the Sites, you acknowledge and agree that ASA is not a party to, and will not be responsible for, your interaction with such merchant, including its treatment of your information and the terms and conditions applicable to any transaction between you and the merchant.

The terms of your interaction with any merchant are solely between you and such merchant. You agree that ASA will have no responsibility or liability for any loss or damage of any kind that you may suffer as the result of any such interaction or the presence of such merchants on a Site and you waive any right to seek to recover such potential losses or damages from ASA.

### **User's Account Obligations**

In consideration of your use of the site, you agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the form for your account information and (b) maintain and promptly update the account information to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Sites.

### **Liability of ASA and its Licensors**

ASA does not assume any liability for the materials, information and opinions provided on, or available through, the Sites. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

**a. YOUR USE OF THE SITES IS AT YOUR SOLE RISK.** The Sites, the Sites' content and the products and services provided on or available through the Sites are provided on an "as is" and "as available" basis, with all faults. Neither ASA nor any person associated with ASA makes any warranty or representation with respect to the quality, accuracy or availability of the sites. To the fullest extent permissible pursuant to applicable law, we expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

**b. SPECIFICALLY, BUT WITHOUT LIMITING THE FOREGOING, NEITHER ASA NOR ANYONE ASSOCIATED WITH ASA** warrants or represents that the sites will meet your requirements or expectations; that the Sites, the Sites' content, the quality of any products, services, information or other materials purchased or obtained by you through the Sites or the results that may be obtained from use of the Sites will be accurate, reliable, uninterrupted, timely, secure, or error-free; that the sites or the servers that make them available are free of viruses or other harmful components; or that defects or errors will be corrected. You agree that from time to time ASA may, in its sole and complete discretion, remove content or links from the Sites or may cause individual pages or areas within the Sites to be inaccessible for indefinite periods of time for repair or other reasons, without prior notice

to you. You further agree that from time to time ASA may, in its sole and complete discretion, cause the Sites to be inaccessible for indefinite periods of time, for repair or other reasons, without prior notice to you.

**c. ANY DOWNLOADING OR OTHER ACQUISITION OF MATERIAL BY YOU THROUGH THE USE OF THE SITES** is done at your own discretion and risk and you will be solely responsible for any loss or damage incurred, including, without limitation, damage to your computer system or loss of data that results from the downloading of any such material. You (and not us or any of our affiliated associations or any of our or their respective licensors or suppliers) assume the entire cost of all necessary servicing, repair or correction.

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Applicable law may not allow the exclusion of implied warranties, so the above exclusion may not apply to you.

**IN NO EVENT SHALL ASA OR ITS LICENSORS OR CONTRACTORS** be liable for any damages of any kind, under any legal theory, arising out of or in connection with your use of, or inability to use, the Sites, the Sites' content, any products, services, information or other materials provided on or through the sites or any linked site, including any direct, indirect, incidental, special, consequential or punitive damages, including, but not limited to, personal injury, lost profits or damages resulting from delay, interruption in service, viruses, deletion of data, files or electronic communications, errors, omissions or other inaccuracies in the sites or the sites' content or services, the cost of procurement of substitute goods and services or resulting from any goods or services purchased or obtained or messages received or transactions entered into through the sites or resulting from unauthorized access to or alteration of your transmissions of data, whether or not there is negligence by ASA and whether or not ASA has been advised of the possibility of any such damages.

Because some states do not allow the exclusion or limitation of liability for consequential or incidental damages, in such states liability is limited to the fullest extent permitted by law.

If you are dissatisfied with any portion of the service, or with any of these terms and conditions of use, you agree that your sole and exclusive remedy is to discontinue using the sites.

#### **Waiver of Jury Trial**

YOU HEREBY IRREVOCABLY WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THESE TERMS AND CONDITIONS, YOUR USE OF THE SITES, AND/OR ANY TRANSACTIONS ENTERED INTO BY YOU THROUGH THE SITES.

#### **Indemnification**

You agree to indemnify and hold harmless ASA and its employees, officers, directors, agents, co-branders or other partners, employees, third-party information providers, licensors, contractors and others involved in the Sites or the delivery of products, services or information over the Sites, from and against any and all liabilities, expenses, damages and costs, including reasonable attorneys' fees, arising from any violation by you of these Terms and Conditions of Use (including without limitation the Privacy Policy), your use of any Site or any products, services or information obtained from or through the Sites, your connection to the Sites, or your violation of any rights of another.

#### **Export Control**

The U.S. export control laws regulate the export and re-export of technology originating in the United States. This includes the electronic transmission of information and software to foreign countries and to certain foreign nationals. You agree to abide by these laws and their regulations, including but not limited to the Export Administration Act and the Arms Export Control Act and not to transfer, by electronic transmission or otherwise, any content derived from the Sites to either a foreign national or a foreign destination in violation of such laws.

#### **Links to Third-Party Sites**

The Sites may contain links to other websites on the Internet. ASA is not responsible for the content, products, services or practices of any third-party websites, including without limitation sites linked to or from the Sites, sites served within a Site or third-party advertisements, and does not make representations regarding their quality, content or accuracy. You agree to hold ASA harmless from and against any damages you incur as a result of your navigation to or use of a website linked from the Sites.

The presence of links from a Site to any third-party website does not mean that we approve of, endorse or recommend that website. We disclaim all warranties, express or implied, as to the accuracy, legality, reliability or validity of any content on any third-party website. Your use of third-party websites is at your own risk and subject to the terms and conditions of use for such websites.

### **Social Media Sites**

An ASA Site may contain links to third-party social media sites, such as Ning, Facebook, Twitter or YouTube. ASA makes pages available on any such sites for informational purposes only, subject to the guidelines and/or disclaimers applicable to such pages. Your use of ASA's pages on social media sites are subject to the guidelines and disclaimers posted by ASA on such sites as well as these Terms and Conditions of Use. Any such guidelines and/or disclaimers are hereby incorporated by reference into these Terms and Conditions of Use.

### **Submissions**

If you send any communications or materials to a Site for use by ASA or its advertisers or business partners, by electronic mail or otherwise, including without limitation any comments, data, questions, suggestions or the like, all such communications are, and will become the property of ASA and you agree that all intellectual property rights therein are transferred to ASA.

Thus, you give up any claim that any use of such material violates any of your rights including moral rights, privacy rights, proprietary or other property rights, publicity rights, rights to credit for material or ideas, or any other right, including the right to approve the way we use such material. Any material submitted to a Site may be adapted, broadcast, changed, copied, disclosed, licensed, performed, posted, published, sold, transmitted or used by us anywhere in the world, in any medium, forever.

Furthermore, we are free to use, without any compensation to you, any concepts, ideas, know-how or techniques contained in any communication you send to a Site for any purpose whatsoever, including but not limited to developing, manufacturing and marketing products using such information. However, you understand and agree that we are not obligated to use any such ideas or materials and you have no rights to compel such use. You understand that any postings, or content submitted for posting, to publicly available portions of the Sites are nonconfidential for all purposes.

### **Applicable Law/Choice of Venue**

These terms will be governed by and construed in accordance with the laws of the State of Texas, without regard to any principles of conflicts of law. YOU AGREE THAT ANY ACTION AT LAW OR IN EQUITY THAT ARISES OUT OF OR RELATES TO THESE TERMS AND CONDUCTIONS OF USE WILL BE FILED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN TARRANT COUNTY, TEXAS, AND YOU HEREBY CONSENT AND SUBMIT TO THE PERSONAL JURISDICTION OF SUCH COURTS FOR THE PURPOSES OF LITIGATING ANY SUCH ACTION.

### **International Use**

We make no representation that materials on the Sites are appropriate or available for use in locations outside the United States, and accessing them from territories where their contents are illegal is prohibited. Those who choose to access the Sites from other locations do so on their own initiative and are responsible for compliance with local laws.

### **Termination**

We may terminate your access, or suspend any user's access to all or part of any Site, without notice, for any conduct that we, in our sole discretion, believe is in violation of any applicable law or is harmful to the interests of another user, a third-party provider, a service provider, or us.

### **General Information**

These Terms and Conditions of Use, as they may be amended from time to time, constitute the entire agreement and understanding between you and us governing your use of the Sites, and no other terms that may have been communicated to you orally or in any other manner shall have any force or effect. Notwithstanding the foregoing, you also may be subject to additional terms and conditions that may apply when you use a particular Site, affiliate services, third-party content or third-party software. Our failure to exercise or enforce any right or provision of the Terms and Conditions of Use shall not constitute a waiver of such right or provision. If any provision of the Terms and Conditions of Use is found by a court of competent jurisdiction to be invalid, you nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions of Use shall remain in full force and effect. Neither a course of dealing or conduct

between you and ASA nor any trade practices shall be deemed to modify these Terms and Conditions of Use. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Sites or the Terms and Conditions of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

The section titles in the Terms and Conditions of Use are for convenience only and have no legal or contractual effect.

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by these Terms and Conditions of Use.

Any rights not expressly granted herein are reserved by and for ASA.

### **Copyright Complaints**

We respect the intellectual property of others, and we ask our users to do the same. If you believe that your work has been copied and is accessible on a Site in a way that constitutes copyright infringement, you may notify us by providing our copyright agent the following information:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.
2. A description of the copyrighted work that you claim has been infringed.
3. Identification of the URL or other specific location on the Site where the material that you claim is infringing is located.
4. Your address, telephone number, and e-mail address.
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.
6. A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Our agent for notice of claims of copyright infringement on the Sites can be reached at:

Marketing & Communications Dept.  
Automotive Service Association  
8209 Mid Cities Blvd  
North Richland Hills, TX 76182-4712  
(817) 514-2900

### **Modification of Agreement**

Notice of all changes to these Terms and Conditions of Use will be delivered via email to those users who have provided us with a current email address, and the changed Terms and Conditions of Use will also be posted on the Sites. Such revised Terms and Conditions of Use will apply to the use of the Sites after they are posted. You will have the time set forth in such notice to inform us if you do not agree with the changes. If you do not agree with the changes in the Terms and Conditions of Use, you agree that your sole remedy is to discontinue the use of the Sites.

By using the sites after we post any changes to these terms and conditions of use, you thereby agree to accept those changes.

### **Notices**

Other than as set out above regarding modifications to this agreement, all notices provided for under these Terms and Conditions of Use will be provided by email to those users who have provided us with a current email address. As set forth above, it is your sole responsibility to ensure the accuracy and reliability of the email address that you provide, and all of our notice delivery obligations shall be deemed completed upon the transmission of the email notice from our computer systems, whether or not such notices are in fact received by you. Any email sent to us shall be deemed received by us at the time such notice is actually received on our computer system.

Any inquiries concerning these terms and conditions of use should be directed to ASA Marketing & Communications Department at the address and telephone number set forth above.