

Privacy Policy

Terms of Use Agreement Performance Stickers LLC (“Tire Stickers”) provides this interactive website (the “Site”) to enable Tire Stickers’ customers to access information about Tire Stickers’ products and services. This page states the Terms of Use Agreement (the “Agreement”) under which you may use this Site. Unless otherwise specified, the terms of this Agreement applies to you whether you are a “Visitor” (meaning you simply browse this Site) or a “Subscriber” (meaning you have obtained an account on this Site with the permission of Tire Stickers). Please read this Agreement carefully. Binding Agreement By using this Site, or any services provided in connection with this Site, you agree to be bound by this Agreement, as it may be amended by Tire Stickers from time to time in its sole discretion. Tire Stickers will post a notice on this Site any time this Agreement has been modified. If you do not accept this Agreement, please leave this Site and cease all use of this Site and its related services. BY USING THIS SITE, YOU ACKNOWLEDGE THAT YOU HAVE READ THE TERMS OF THIS AGREEMENT, THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU WILLING ENTER, AND ARE LEGALLY ABLE TO ENTER, INTO THIS AGREEMENT.

Term This Agreement shall remain in full force and effect whenever you are using this Site or are a Subscriber. As a Subscriber, Tire Stickers may terminate your account at any time, without warning, for any violation of this Agreement. If Tire Stickers terminates your account, this Agreement shall remain applicable to any and all activities that occurred on your account prior to its termination. Privacy Policy Tire Stickers respects your privacy. A complete copy of Tire Stickers’ current privacy policy (the “Privacy Policy”) can be found on the Privacy Policy link. The Privacy Policy is hereby expressly incorporated into this Agreement by reference. By using this Site, you agree to be bound by the terms of the Privacy Policy. In the event of any inconsistency between the Privacy Policy and this Agreement, the terms of the Privacy Policy shall govern. Intellectual Property Policy Tire Stickers owns the intellectual property rights in this Site’s contents (the “Site Material”), including, but not limited to, the text, graphics, and images on this Site. By using this Site, you agree to be bound by the intellectual property policy as set forth in this section. Limited License to Site Material Tire Stickers grants you a limited, revocable, and non-transferrable license to view and download a single copy of the Site Material, to the extent necessary for you to access this Site. You agree to retain all copyright and other proprietary notices contained in the original Site Material on any copy you make of such material. You may not sell or modify the Site Material or reproduce, display, distribute or otherwise use the Site Material in any way for any commercial purpose. Use of the Site Material on any other website or in any networked environment is prohibited. The names, marks and logos appearing on this Site or included in the Site Material are, unless otherwise noted, trademarks owned by or licensed to Tire Stickers. Unauthorized use of the Site Material violates copyright, trademark and other intellectual property laws. User-Submitted Content With respect to any content you submit to Tire Stickers through this Site (the “User Content”), you represent and warrant at all times that: (i) you own such User Content or otherwise have the right to grant Tire Stickers a license to use such content, (ii) submission of such User Content to Tire Stickers does not violate any copyright, trademark, trade secret or other intellectual property right of any third party, and (iii) submission of such User Content to Tire Stickers does not violate the privacy rights, publicity rights, or any other rights of any person or entity. You agree to pay all royalties, fees and any other monies owed to any person by reason of any User Content submitted by you to Tire Stickers. By submitting User Content to Tire Stickers, you are granting to Tire Stickers and its affiliates, officers, directors, employees, consultants, agents and representatives an irrevocable perpetual license to use such User Content, including without limitation a right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reform such User Content. Such license shall be valid worldwide, fully-paid and royalty-free (meaning Tire Stickers is not required to pay you for any User Content you submit), and sublicensable (meaning Tire Stickers may provide the User Content for use by its affiliates and subcontractors). Copyright Infringement Claims If you believe your copyrighted work has been submitted to Tire Stickers in a manner that constitutes copyright infringement, please provide Tire Stickers’ designated agent (address provided below) with your name, address, phone number and email address, along with a statement identifying the material that you believe is being used without consent. You are prohibited from violating or attempting to violate any security features of this Site, including, without limitation:

(a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access;

(b) attempting to probe, scan or test the vulnerability of this Site or any associated system or network, or to breach security or authentication measures without proper authorization;

(c) interfering with or attempting to interfere with service to any user, host, or network, including without limitation, by means of overloading, “flooding,” “spamming,” “mail bombing,” “crashing,” or submitting a virus to, this Site;

(d) using this Site to send unsolicited e-mail, including without limitation, promotions or advertisements for products or services;

(e) forging any TCP/IP packet header or any part of the header information in any e-mail to this Site; and

(f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the source code used by Tire Stickers in providing this Site. Any violation of this Site’s system or network security may subject you to civil and/or criminal liability. Tire Stickers reserves the right to define and add activities to the list of Prohibited Uses, at its sole discretion. Prohibited Content Certain content shall not be submitted to Tire Stickers through this Site (“Prohibited Content”). Prohibited Content includes, but is not limited to, content that Tire Stickers, in its sole discretion, believes:

- (1) is patently offensive and promotes racism, bigotry, or hatred;
 - (2) is libelous, defamatory, obscene, or pornographic;
 - (3) advocates or encourages conduct that could constitute a criminal offense, give rise to civil liability, or otherwise violate an applicable law or regulation;
 - (4) is used for advertising purposes or otherwise solicits funds, or solicits goods or services;
 - (5) solicits personal information from anyone under 18, or
 - (6) is likely to cause harm to Tire Stickers’ web servers, office computers, or any other computer system.
- Tire Stickers reserves the right to terminate the receipt or transmission of any Prohibited Content, and, if applicable, to delete, edit or disable any Prohibited Content Tire Stickers receives. Tire Stickers also reserves the right to investigate and take appropriate legal action against anyone who, in Tire Stickers’ sole discretion, is deemed to have violated this Section, including without limitation, the right to report such violations to law enforcement authorities. Ordering Products or Services As a customer, your submission of an order to Tire Stickers constitutes an offer to purchase. Your offer to purchase shall not be considered as accepted by Tire Stickers unless and until Tire Stickers sends you written acknowledgment (such as an e-mail confirmation) of your order. Tire Stickers will use its best efforts to provide accurate information regarding the price, availability, and features of its products and services (the “Product Information”). However, the Product Information may contain omissions or inaccuracies. Tire Stickers reserves the right to correct any errors in the Product Information, and to make any other changes to the Product Information, at any time without any prior notice to you. Tire Stickers also reserves the right to discontinue the sale of any product listed, at any time without any prior notice to you. TIRE STICKERS DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF ANY PRODUCT INFORMATION IT PROVIDES THROUGH THIS SITE. Hyperlinks This Site may contain hyperlinks to third-party websites. When you access these third-party websites through this Site, you do so at your own risk. Tire Stickers in no way investigates, monitors or checks the accuracy or completeness of such third-party websites, and Tire Stickers is not responsible for any objectionable, inaccurate, misleading or unlawful content that may reside on such websites. Third-party websites may, from time to time, publish hyperlinks that redirect users to this Site. Tire Stickers currently imposes no restrictions on hyperlinks directed to this Site. Disclaimer of Warranties THIS SITE IS PROVIDED ON AN “AS IS” BASIS AND IS TO BE USED AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, TIRE STICKERS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, REGARDING THIS SITE. THE WARRANTIES DISCLAIMED HEREIN INCLUDE, BUT ARE NOT LIMITED TO, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, ACCURACY, COMPLETENESS, ACCESSIBILITY, COMPATIBILITY, SECURITY AND FREEDOM FROM COMPUTER VIRUS. TIRE STICKERS WILL NOT BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES AND/OR LOST PROFITS, IN CONNECTION WITH USE OF THIS SITE. YOU ASSUME THE RISK THAT YOU MAY BE UNABLE TO USE THIS SITE, AND THAT USE OF THIS SITE MAY BE INTERRUPTED. Limitation of Tire Stickers’ Liability To the fullest extent permissible by law, in no event shall Tire Stickers be liable for any direct, indirect, special, consequential, incidental or punitive damages arising out of the use of or the inability to use this Site. This limitation shall apply regardless of

whether the damages arise out of warranty, contract, tort, or any other legal theory or form of action, and regardless of whether Tire Stickers is advised of the possibility of such damages. Indemnity By using this Site, you agree to defend, indemnify, and hold harmless Tire Stickers, its officers, directors, employees and agents, from and against any and all losses, claims, damages, and costs (including reasonable legal and accounting fees) that arise from your access or use of this Site or your breach of this Agreement. Tire Stickers reserves the right to assume or participate, at your expense, in the investigation, settlement and defense of any such action or claim. Jurisdiction and Governing Law This Agreement shall be construed in accordance with and governed by the laws of the United States and the State of Massachusetts, without respect to any conflict of laws principles. You hereby irrevocably submit to the jurisdiction of the courts situated in Massachusetts with respect to any dispute, disagreement, or cause of action related to or involving this Site. Miscellaneous Provisions Severability If any provision of this Agreement is found to be invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect. Waivers No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision in the Agreement. No waiver shall be effective unless made in writing and signed by the authorized representative of the waiving party. Modifications Tire Stickers may, in its sole discretion and without prior notice (a) revise this Agreement, (b) modify this Site and/or its related services, and (c) discontinue this Site and/or its related services, at any time. You agree to review this Agreement periodically to be aware of any revisions to the Agreement. You further agree that, by continuing to use or access this Site following notice of a revision, you shall be bound by such revision. Entire Agreement Except as expressly provided in this Agreement or on this Site, this Agreement constitutes the entire agreement between you and Tire Stickers with respect to your use of this Site and its related services. Privacy Policy Tire Stickers LLC provides this Site to enable Tire Stickers' customers to access information about Tire Stickers' products and services. This page contains the Privacy Policy (the "Policy") setting forth the terms under which personal information about you is collected and used when accessing this Site. This Policy has been incorporated into this Site's terms of use agreement (the "Terms of Use Agreement"), which can be accessed on the Terms of Use Agreement link. Capitalized terms used in this Policy but not defined herein have the meanings given to them in the Terms of Use Agreement. Unless otherwise specified, this Policy applies to you whether you are a Visitor (meaning you simply browse this Site) or a Consumer (meaning you have made a purchase). Please read this Policy carefully. Binding Agreement BY USING THIS SITE, YOU SIGNIFY THAT YOU AGREE TO BE BOUND BY THIS POLICY. If you do not accept the terms of this Policy, please leave this Site and cease all use of this Site and its related services. Effective Date of this Policy This Policy is effective as of March 13, 2011, and will remain fully in effect except with respect to any provisions that are modified in the future, in which case the modifications will become effective on the date they are posted on this Site, or the date on which Tire Stickers otherwise notifies you of the changes, whichever is earlier. You should check this Policy each time you visit this Site to identify and understand any changes made to the Policy since your last visit. Types of Information Collected by Tire Stickers Customer Account Information As a customer, you voluntarily submit personally-identifying information (such as your name, address, telephone number or e-mail address) to Tire Stickers when you place an order. Tire Stickers records such personally-identifying information to enable you to access portions of this Site that are not accessible by Visitors. If you do not provide this information to Tire Stickers, you may be denied access to certain features of this Site. User Content You may be provided with an opportunity to submit User Content to Tire Stickers through this Site. User Content may contain personally-identifying information apart from the information required make a purchase. Tire Stickers assumes no responsibility for securing any User Content. Tire Stickers has no obligation to use, or solicit/enable others to use, for any purpose, any User Content. Further restrictions on User Content can be found in the Terms of Use Agreement. Information Automatically Collected When you visit this Site, Tire Stickers may automatically collect certain non-identifying information about you, such as your movement about this Site, the type of browser or computer operating system you use, or the domain name of the website from which you linked to this Site. By using this Site, you consent to such monitoring from Tire Stickers. When you request pages from Tire Stickers' servers, the servers automatically collect information about you, including your IP address. IP addresses are used by the servers to send the requested pages to you. In addition, Tire Stickers may store small files on your computer's hard drive as a "cookie" or a similar type of file to track and target your interests and preferences at this Site. Cookies may be used by Tire Stickers to customize this Site's content and advertising. Tire Stickers may also use the information obtained

from cookies to help enhance the efficiency and usefulness of this Site and to improve customer service generally. If you object to this practice, please consult your browser's documentation for instructions on erasing or blocking cookies. We recommend, however, that you allow cookies to be stored on your computer, as they may be needed for proper delivery of this Site's contents.

Information Required for Promotions From time to time, Tire Stickers may conduct contests, surveys, and/or other promotions (each a "Promotion" and collectively the "Promotions") through this Site. To participate in Promotions, you may be required to submit personally-identifying information to Tire Stickers. Any information you submit in order to qualify for a Promotion may be subject to a privacy policy specific to that Promotion (the "Promotion Policy"). If a Promotion Policy exists, it will be posted on this Site. If no Promotion Policy exists, then the use of any information collected pursuant to the Promotion will be governed by this Policy. In the event of any inconsistencies between a Promotion Policy and this Policy, the Promotion Policy shall govern. Sharing of Collected Information Tire Stickers treats the information in its Subscriber database and any personally-identifying information you submit through this Site as confidential. However, information that Tire Stickers gathers, whether voluntarily provided by you or automatically collected, may be used for Tire Stickers' internal business and marketing purposes. Personally-identifying information you submit as a customer will be accessible to Tire Stickers' employees, such as Tire Stickers' customer service and technical staff, who need the information to perform Tire Stickers' services. Tire Stickers will not sell, trade or rent your information. Tire Stickers may use the information it has collected about you to send you information or materials about products, offers and news that Tire Stickers believes may interest you; however, Tire Stickers will provide you with an option to opt-out of receiving such materials. Tire Stickers provides some of this Site's services through contractual agreements with affiliates, service providers, and other third parties (collectively, the "Service Partners"). Service Partners may use your personal information to operate this Site and to deliver services related to this Site. The use of your personal information by Tire Stickers' Service Partners is governed by the privacy policies of those Service Partners, and is not subject to Tire Stickers' control. Notwithstanding the foregoing, Tire Stickers reserves the right to disclose any information in its possession, including User Content, if Tire Stickers believes that disclosure is necessary to:

- (1) conform to legal requirements or respond to a subpoena, search warrant or other legal process received by Tire Stickers, whether or not a response is required by applicable law;
- (2) enforce the Tire Stickers Terms of Use Agreement or to otherwise protect Tire Stickers' rights; or
- (3) protect the safety of members of the public, including Tire Stickers' customers. Tire Stickers reserves the right to transfer any information it has collected to a successor-in-interest that acquires rights to such information as a result of the sale of Tire Stickers, or the sale of substantially all of Tire Stickers' assets, to such successor-in-interest. Security Measures to Protect Collected Information Tire Stickers has reasonable security measures in place to protect the personally-identifying information you submit to Tire Stickers through this Site. However, Tire Stickers cannot and will not be responsible for the security of any information you submit. When you communicate with Tire Stickers by e-mail or submit User Content, such communication is not necessarily secure and is subject to all risks of electronic communication, such as unauthorized entry or use, hardware or software failure, and other factors that may compromise the security of your submitted information. Tire Stickers assumes no responsibility for the security of any information you submit to Tire Stickers through this Site. Tire Stickers reserves the right to update or otherwise alter its security practices if and when it deems such alteration to be appropriate. Protection of Children's Privacy This Site is not designed for use by children under 18 years of age. Any information submitted to Tire Stickers through this Site that Tire Stickers reasonably believes originated from a child less than 18 years of age may be deleted at Tire Stickers' sole discretion. Tire Stickers is committed to protecting the privacy of children and has no intention of collecting personal data from anyone under the age of 18. Deleting or Modifying Collected Information If you are concerned about the personally-identifying information you have provided to Tire Stickers, or you would like to review, update, or delete that personally-identifying information, please contact Tire Stickers by e-mail at info@performancestickers.com. Tire Stickers will make reasonable efforts to comply with your requests. If you do not wish to receive any marketing or promotional materials from Tire Stickers, please send an e-mail to info@performancestickers.com with the words "remove from marketing list" in the subject line and type the e-mail address to be removed in the body of the e-mail. If you have any other questions or comments about this Policy, this Site, or Tire Stickers, please contact Tire Stickers at the following address:
www.performancestickers.com