

Website Terms of Use

Your use of the websites on which these terms reside (collectively, the “Platform”), and the features at this Platform are subject to these Terms of Use, which we may update from time to time. **Please read these Terms of Use carefully before using this Platform.** This Platform is intended for and applicable only for residents of the United States, eighteen (18) years of age or older. If you are from another jurisdiction or under eighteen years of age, you may not use this Platform. By accessing this Platform in any way, including, without limitation, browsing this Platform, using any information, and/or submitting information to TBC Corporation, you agree to and are bound by the terms, conditions, policies and notices contained on this page (the “Terms”), including, but not limited to, **binding arbitration, conducting this transaction electronically, disclaimers of warranties, damage and remedy exclusions and limitations, and a choice of Florida law.**

From time to time we may update this Platform and these Terms. Your use of this Platform after we post any changes to these Terms constitutes your agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version. TBC Corporation may, in its sole discretion, and at any time, discontinue this Platform or any part thereof, with or without notice, or may prevent your use of this Platform with or without notice to you. You agree that you do not have any rights in this Platform and that TBC Corporation will have no liability to you if this Platform is discontinued or your ability to access the Platform or any content you may have posted on the Platform is terminated for any reason.

Binding Arbitration

Any controversy or claim arising out of your use of the Platform, these Terms, and/or our Privacy Policy shall be settled by binding arbitration before Judicial Arbitration and Mediation Services (“JAMS”), in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. Please go to www.jamsadr.com to see a complete copy of the JAMS Rules and Procedures or to submit a claim for arbitration.

In resolving a claim for arbitration, the arbitrator shall apply Florida law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. If the claimant can demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, TBC Corporation will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class, representative, or collective basis, or as a private attorney general on behalf of other persons similarly situated, then the entirety of this arbitration provision shall be null and void, and neither claimant nor TBC Corporation shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. Disputes regarding the arbitrability of any claim shall be resolved by the arbitrator.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING. YOU MAY NOT BRING ANY CLAIM AS A PRIVATE ATTORNEY GENERAL ON BEHALF OF OTHER SIMILARLY SITUATED PERSONS. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED.

BY AGREEING TO THE ARBITRATION OF DISPUTES AS SET FORTH HEREIN, YOU AGREE THAT YOU ARE WAIVING YOUR RIGHT TO A JURY TRIAL AND LIMITING YOUR RIGHT TO APPEAL. DO NOT USE THIS PLATFORM IF YOU DO NOT AGREE TO THE FOREGOING BINDING ARBITRATION PROVISIONS.

TBC Corporation Content

Content on this Platform that is provided by TBC Corporation or its licensors, including certain graphics, photographs, images, screen shots, text, articles, digitally downloadable files, trademarks, logos, product and program names, slogans, and the compilation of the foregoing (“TBC Corporation Content”) is the property of TBC Corporation and its licensors, and is protected in the U.S. and internationally under trademark, copyright, and other intellectual property laws.

You agree not to download, display or use any TBC Corporation Content located on the Platform for use in any publications, in public performances, on websites other than this Platform for any other commercial purpose, in connection with products or services that are not those of TBC Corporation, in any other manner that is likely to cause confusion among consumers, that disparages or discredits TBC Corporation and/or its licensors, that dilutes the strength of TBC Corporation's or its licensor's property, or that otherwise infringes TBC Corporation's or its licensors' intellectual property rights. You further agree to in no other way misuse any TBC Corporation Content or third-party content that appears on this Platform.

Use of the Platform

The following requirements apply to your use the Platform: (a) you will not use any electronic communication feature of the Platform for any purpose that is unlawful, tortious, libelous, defamatory, harassing, abusive, obscene, vulgar, sexually explicit, intrusive on another's privacy, or inappropriate with respect to race, gender, sexuality, ethnicity, or other intrinsic characteristic; (b) you will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights; (c) you will not collect or store personal data about other users; (d) you will not use the Platform for any commercial purpose not expressly approved by TBC Corporation in writing; (e) you will not upload, post, email, or otherwise transmit any advertising or promotional materials or any other form of solicitation or unauthorized communication; (f) you will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

TBC Corporation assumes no liability for any information removed from our Platform and reserves the right to permanently restrict access to the Platform. For example, any information provided to click to chat/live chat participants is informational only and should not be relied on as the sole basis for making a decision with respect to products, services, or repairs. TBC Corporation and its subsidiaries and affiliates are not liable for any information provided (and/or the consequences thereof) via a click to chat/live chat session. TBC Corporation does not endorse, verify, evaluate, or guarantee any information provided by users and nothing shall be considered as an endorsement, verification or guarantee of any user content.

You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by TBC Corporation without the prior review and written approval of TBC Corporation.

You agree to indemnify and hold TBC Corporation, its parents, subsidiaries, officers, employees, and website contractors and each of their officers, employees and agents harmless from any claims, damages and expenses, including reasonable attorneys' fees and costs, related to your violation of these Terms, including the posting policy, or any violations thereof by your dependents or which arises from the use of user content you submitted, posted, or otherwise provided to TBC Corporation or this Platform.

Accounts, Passwords, and Security

Certain areas of the Platform require registration or otherwise ask you to provide information to participate in certain features or access certain content. If you elect not to provide such information, you may not be able to access certain content or participate in certain features of the Platform, or any features at all. Users of the click to chat/live chat session should not provide personally identifiable information (such as date of birth, social security number, credit card number, or other payment information) to TBC Corporation during the click to chat/live chat. Any user who does so hereby does so at his or her own risk and agrees to release TBC Corporation and its subsidiaries and/or affiliates from any liability, damages, or causes of action relating thereto.

If the Platform requires you to create an account or otherwise submit information, you must complete the specified process by providing us with current, complete, and accurate information as requested by the applicable registration form. It is your responsibility to maintain the currency, completeness, and accuracy of your registration data, and any loss caused by your failure to do so is your responsibility. During the registration process, you will be asked to enter your name and valid e-mail address and choose a password. It is entirely your responsibility to maintain the confidentiality of your password and account. Additionally, you are entirely responsible for all activities that occur under your account. You agree to notify TBC Corporation immediately of any unauthorized use of your account. You further agree not to email, post, or otherwise disseminate any user ID, password, or other information which provides you access to the Platform. TBC Corporation is not liable for any loss that you may incur because of someone else using your password or account, either with or without your knowledge, and is not responsible for any delay in shutting down your account after you have reported a breach of security to us.

Representations, and Limitations of Liability

TBC Corporation makes no representations about the reliability of the features of this Platform, the TBC Corporation Content, or any other Platform feature, and disclaims all liability in the event of any service failure. You acknowledge that any reliance on such material or systems will be at your own risk. TBC Corporation makes no representations regarding the amount of time that any TBC Corporation Content or other content will be preserved.

The Internet may be subject to breaches of security. TBC Corporation is not responsible for any resulting damage to any user's device or computer from any such security breach, or from any virus, bugs, tampering, unauthorized intervention, fraud, error, omission, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing TBC Corporation any information or posting information to the Platform. TBC Corporation makes no representation or warranty whatsoever regarding the suitability, functionality, performance, availability, or operation of the Platform. This Platform may be temporarily unavailable due to maintenance or malfunction of computer equipment.

THIS PLATFORM IS PROVIDED ON AN “AS IS, AS AVAILABLE” BASIS. NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE MADE WITH RESPECT TO THIS PLATFORM OR ANY INFORMATION OR SOFTWARE THEREIN. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL TBC CORPORATION, ITS AFFILIATES, SUBSIDIARIES, RELATED ENTITIES, AND AGENTS, AND IT AND THEIR EMPLOYEES, DIRECTORS, OFFICERS, AND OWNERS (COLLECTIVELY “TBC CORPORATION”) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (COLLECTIVELY, “DAMAGES”) THAT RESULT FROM THE USE OF OR INABILITY TO USE THIS PLATFORM, NOR SHALL TBC CORPORATION BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND TBC CORPORATION’S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THIS PLATFORM’S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL TBC CORPORATION OR ITS AFFILIATES, SUBSIDIARIES, RELATED ENTITIES OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE PLATFORM, EVEN IF TBC CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND THE FOREGOING PARAGRAPH SHALL NOT APPLY TO A RESIDENT OF NEW JERSEY TO THE EXTENT DAMAGES TO SUCH NEW JERSEY RESIDENT ARE THE RESULT OF TBC CORPORATION’S NEGLIGENT, FRAUDULENT OR RECKLESS ACT(S) OR INTENTIONAL MISCONDUCT.

ANY PRODUCTS AND/OR SERVICES DESCRIBED ON THE PLATFORM ARE OFFERED IN JURISDICTIONS WHERE THEY MAY BE LEGALLY OFFERED FOR SALE. THE INFORMATION ON THE PLATFORM IS NOT AN OFFER OR SOLICITATION BY ANYONE IN ANYONE IN ANY JURISDICTION IN WHICH AN OFFER OR SOLICITATION CANNOT LEGALLY BE MADE, OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE A SOLICITATION.

Third Party Websites, Applications, and Services

This Platform may hyperlink to other third-party services, websites, applications, software, and other content from third-party providers such as social media partners, wireless carriers, and third-party software application developers (“Third-Party Services”). Third-Party Services are not maintained by or related to TBC Corporation. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with this Platform or TBC Corporation, and TBC Corporation makes no representations or warranties about the content, completeness, or accuracy of those Third-Party Services. TBC Corporation is not responsible for the availability of such Third-Party Services and does not endorse nor is responsible or liable for any content or other materials on or available from such Third-Party Services. Your use of the Third-Party Services may be subject to additional terms, including software license terms, of those third parties.

Information you submit through a Third-Party Service is subject to the terms of that Third-Party Service’s privacy policy, and TBC Corporation has no control over how your information is collected, used, or otherwise handled. Users who utilize Third-Party Services should be aware that account and other personal information held by those third parties may be transmitted through and stored on servers and/or applications located in the United States and elsewhere. You understand and agree that the companies that

provide the Third-Party Services may access, use and share certain information about you, if you use the Third-Party Services. You understand and agree TBC Corporation is not responsible for these companies, or their use of any other of your information. Your use of the Third-Party Services is at your own risk.

Miscellaneous

Both you and TBC Corporation acknowledge and agree that no partnership is formed and neither of you nor TBC Corporation has the power or the authority to obligate or bind the other. These Terms operate to the fullest extent permissible by law.

On certain areas of our Platform, you may be given the ability to provide us with personally identifiable information. Please read our Privacy Policy for more information about our information collection and use practices.

The failure of TBC Corporation to comply with these Terms because of an act of God, war, fire, riot, terrorism, earthquake, actions of federal, state, or local governmental authorities or for any other reason beyond the reasonable control of TBC Corporation, shall not be deemed a breach of these Terms.

If TBC Corporation fails to act with respect to your breach or anyone else's breach on any occasion, TBC Corporation is not waiving its right to act with respect to future or similar breaches.

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

These Terms constitute a binding agreement between you and TBC Corporation, as defined herein, and is accepted by you upon your use of the Platform or your account. These Terms constitute the entire agreement between you and TBC Corporation regarding the use of the Platform and your account. By using the Platform, you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

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