

LOW INCOME AUTO REPAIR
TERMS OF USE
(Service Provider)

1. SCOPE

This Terms of Use Agreement (“Agreement”) by and between N Capital, Inc. d/b/a Low Income Auto Repair (“we”, “us”, “our” or “Low Income Auto Repair”) and you (“you,” “your,” or “Service Provider”) governs your use of the <https://www.lowincomeautorepair.com> website (“Website”), all of Low Income Auto Repair’s mobile software applications (“Software” or “App(s)”), your use of Low Income Auto Repair’s software as a service platform (“SaaS”), your participation in the Low Income Auto Repair Program, and all information, content, products, materials and services made available to you through the same by us or third parties (all collectively, the “Services”).

The Services are offered and provided subject to acceptance without modification of all the terms contained in this Agreement. By using or otherwise accessing the Services, or any component of them, in any way, you agree to be bound by and comply with the terms of this Agreement. This Agreement will be deemed to include all other operating rules, conditions, policies, and procedures that are referred to here or that may otherwise be published by Low Income Auto Repair, including, but not limited to, its [Privacy Policy](#), [Cookie Policy](#), [Master Service Providers Agreement](#), or any other agreement you enter with Low Income Auto Repair on the Website, via any App, or via any SaaS platform (“Policies”).

IF YOU DO NOT AGREE TO ALL OF THESE TERMS OF SERVICE, OR IF YOU CANNOT ENTER INTO THIS AGREEMENT, DO NOT REGISTER FOR, DOWNLOAD, ACCESS OR USE THE SERVICES. DOWNLOADING OUR APPLICATION, COMPLETING OUR REGISTRATION PROCESS, OR OTHERWISE ACCESSING OR USING ALL OR ANY PART OF THE SERVICES WILL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CREATE A LEGALLY ENFORCEABLE CONTRACT UNDER WHICH YOU AGREE TO BE BOUND BY ALL OF THESE TERMS OF SERVICE, WITHOUT MODIFICATION. WHEN WE REFER TO THE “USE” OF THE SERVICES IN THIS AGREEMENT, WE MEAN ANY ACTUAL OR ATTEMPTED ACCESS OR USE OF THE SERVICES, INCLUDING, WITHOUT LIMITATION, ANY TRANSMISSION, EXCHANGE OF INFORMATION, OR COMMUNICATION ASSOCIATED WITH THE SERVICES. THE TERMS OF THIS AGREEMENT, TOGETHER WITH ANY OTHER POLICIES, RULES AND PROVISIONS WHICH ARE DESCRIBED, LINKED OR OTHERWISE REFERRED TO AND FORM A PART OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION OUR [PRIVACY POLICY](#) AND [MASTER SERVICE PROVIDERS AGREEMENT](#), CONSTITUTE THE ENTIRE AGREEMENT BETWEEN YOU AND US, SUPERSEDING ANY PRIOR OR INCONSISTENT UNDERSTANDINGS, REPRESENTATIONS OR AGREEMENTS REGARDING THE SERVICES.

Low Income Auto Repair reserves the right to modify the terms of this Agreement at any time, and will post a notice of such changes. The changes become effective immediately upon posting (“Effective Date”). If any change to the Agreement is not acceptable to you, you must stop using the Services. Your use of the Services after the Effective Date will constitute your acceptance of such changes. If we make any new services available, they will be considered a part of the Services and your use of them will be governed by the terms of this Agreement unless we notify you that different terms apply. You must also comply with any additional terms which apply to third-party content, material, information, software or other services. This Agreement and its terms may not otherwise be amended, as they apply to you, except by a written agreement executed by you and Low Income Auto Repair.

2. ELIGIBILITY AND REGISTRATION

- 2.1 Eligibility.** The Services are intended by Low Income Auto Repair to be made available only to individuals who are at least 18 years old. If you do not qualify, then you are prohibited from downloading, accessing, using and registering for the Services. Low Income Auto Repair will not collect personally identifiable information from any person who is actually known to us to be under the age of 13. If we become aware that a person under 13 has provided personally identifiable information, Low Income Auto Repair will take steps to remove such information and terminate that individual's account, access, and use of the Services. Low Income Auto Repair may refuse to offer or continue offering the Services to any person and may change its eligibility criteria from time to time.
- 2.2 Registration.** The Services may be accessed several ways: by visiting the Website directly; or by using a web plug-in that is made available to you by Low Income Auto Repair; or by using an App that is downloaded from Low Income Auto Repair (or a Channel Partner), which then communicates with Low Income Auto Repair's web servers; or by using a widget that is made available to you by a Channel Partner, which operates or otherwise connects to Low Income Auto Repair's web servers (and which may operate within a frame or wrapper provided by the Channel Partner). The term "Channel Partner" means any Internet publisher, website operator, reseller, distributor or other third party who is authorized to drive user traffic, or facilitate access, to the Services pursuant to arrangements with Low Income Auto Repair.

No matter how you access the Services, to ensure the integrity of the Services, you must complete an account registration process and provide Low Income Auto Repair with current, complete and accurate information, as more specifically required by then current registration procedures and operational prompts, and as legally required by the [Master Service Provider Agreement](#).

For example, you may need to provide the following information in order to establish your account and register for and use the Services: name, address, telephone number, email address, business insurance information, business or trade license information, and other related information in accordance with the review of your qualifications pursuant to the [Master Service Provider Agreement](#). You will also need to provide us with your username, password, and certain preferences and permissions (such as preferred contact method). You are required to maintain and update your registration data from time to time, to ensure that it is always current, complete and accurate.

Low Income Auto Repair may refuse to accept your application to register for the Services, in its sole discretion. Upon acceptance, Low Income Auto Repair will establish access credentials for your account. You are solely responsible for maintaining the confidentiality of your access credentials and other account information, and you will be solely liable for all activities under your account. You agree to notify Low Income Auto Repair immediately of any unauthorized use of your account or any other breach of security related to the Services.

3. APPLE STORE USERS

If you obtain any App through the Apple App Store, offered by Apple, Inc. ("Apple"), then these terms will apply to your use of our Services:

- a. Both you and Low Income Auto Repair acknowledge that this Agreement is between you and Low Income Auto Repair only, not with Apple, and that Apple is not responsible for the App;
- b. You will only use the App in connection with an Apple device that you own or control;
- c. You acknowledge and agree that Apple has no obligation to furnish any maintenance and support services with respect to the App;
- d. In the event of any failure of the App to conform to any applicable warranty, including those implied by law, you may notify Apple of such failure; upon notification, Apple's sole warranty obligation to you will be to refund to you the purchase price, if any, paid for the App;
- e. You acknowledge and agree that Low Income Auto Repair, and not Apple, must address any claims you or any third party may have in relation to the App;
- f. You acknowledge and agree that, in the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, Low Income Auto Repair, and not Apple, will be responsible for the investigation, defense, settlement and discharge of any such infringement claim;
- g. You represent and warrant that you are not in a country subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, and that you are not listed on any U.S. Government list of prohibited or restricted parties;
- h. Both you and Low Income Auto Repair acknowledge and agree that, in using the App, you will comply with any applicable third party terms of agreement which may affect or be affected by such use;
- i. Both you and Low Income Auto Repair acknowledge and agree that Apple and Apple's subsidiaries are third-party beneficiaries of this Agreement, and that upon your acceptance of the Agreement, Apple will have the right (and will be considered to have accepted the right) to enforce the Terms of Service against you as the third-party beneficiary hereof; and
- j. If you use the App to provide you with real-time route guidance, YOUR USE OF THIS REAL TIME ROUTE GUIDANCE APPLICATION IS AT YOUR SOLE RISK. LOCATION DATA MAY NOT BE ACCURATE.

4. SERVICES AND LIABILITY

4.1 Low Income Auto Repair Program. The Services include the ability for Service Provider to receive requests from certain individuals seeking vehicle maintenance services ("Prospect(s)"), mechanical repair services, or other related services ("Vehicle Services"). Based on a Prospect's given query, Low Income Auto Repair will provide quotes to the Prospect on your behalf based on the information and qualifications identified in the registration process. The terms governing payment, qualification, licensing, and related terms with respect to the Low Income Auto Repair Program is contained in the [Master Service Provider Agreement](#).

4.2 Limitation on Liability. As a result of its limited role as an intermediary between you and the Prospects, Low Income Auto Repair has no control over the quality, timeliness, guarantees,

risks or damages related to the Vehicle Services or your relationship with a Prospect concerning those services. Therefore, you agree, in connection with any use of the Services resulting in a business relationship with a Prospect: (a) to release Low Income Auto Repair from all claims, demands, damages and liabilities, of any type and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such Vehicle Services (including any disputes arising from it); and (b) to attempt to settle any dispute directly with the applicable Prospect.

- 4.3 License.** If you comply with all of the terms of this Agreement, Low Income Auto Repair grants you a revocable, limited, non-transferrable license to use the Services on any iPhone or Android phone that you own or control and as permitted by Usage Rules set forth in the App Store Terms and Conditions or the Google Play Terms of Service, whichever is relevant.

5. OWNERSHIP AND USE OF INTELLECTUAL PROPERTY

The Website and its entire contents, features, and functionality (including, but not limited to, all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Low Income Auto Repair, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.

You must not:

- Modify copies of any materials from this Website.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website.

The Low Income Auto Repair name, trademarks, and all related logos, product and service names, designs, and slogans are the sole property of Low Income Auto Repair and its affiliates. You must not use this material without Low Income Auto Repair's prior written permission.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website. If you wish to make any use of material on the Website

other than that set out in this section, please address your request to: support@lowincomeautorepair.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Website or any content on the Website is transferred to you and all rights not expressly granted are reserved by Low Income Auto Repair. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

The names and logos of companies, products, or services mentioned on the Website and in any App may be the trademarks or service marks of their respective owners, and must not be deemed to create any endorsement or association between Low Income Auto Repair and such owners.

6. LINKS

- 6.1 Links to Third-Party Websites.** As a courtesy to Users or as part of our Services we may provide links to other websites or resources owned and operated by third parties. Because we have no control over such Websites and resources, you acknowledge and agree that we are not responsible for the availability of such external Websites or resources and do not endorse and are not responsible or liable for any content, advertising, products, services or other materials on or otherwise made available via such Websites or resources. You also acknowledge and agree that we shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services made available on or through any such Website or resource.
- 6.2 Linking to Us.** You may link to our homepage, provided it is done in a fair and legal way and does not damage our reputation or exploit it, but you must not establish a link in a way that suggests any form of association, approval, or endorsement on our part without our express written consent.

7. USER CONTENT AND INTERACTIVE SERVICES

- 7.1 Interactive Services.** Our Website contains a blog and may contain other collaborative websites or interactive functionality (“Interactive Services”) which allows users to submit their own content (such as reviews, comments, or ratings about Vehicle Services) (“User Content”). If you participate in or use any Interactive Services, you are responsible for the User Content you upload, post, link to, or otherwise transmit and the consequences thereof. If you choose to transmit any User Content using such Interactive Services, you agree that you own or have a license to post the User Content to the Website and do so solely for lawful purposes and in compliance with all applicable laws. You expressly agree that we have no responsibility for or control over the User Content you or others may transmit using these Interactive Services. Nor do we represent, warrant or guarantee the truthfulness, accuracy, quality, or reliability of any of the User Content posted, displayed, linked to or otherwise transmitted via any Interactive Services. We also do not endorse any opinions expressed in or through any Interactive Services. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. Although we do not actively monitor, regulate or pre-screen your use of the Services, we reserve the unconditional right (not obligation) to remove, move or edit any User Content

we consider in our sole discretion to be harmful, offensive, disruptive, in violation of law, regulation or any agreement, including, without limitation, which is or may violate this Agreement. We have no liability or responsibility to you or any other person or entity for performance or nonperformance of those monitoring activities.

Because Low Income Auto Repair does not review the substance of User Content, or other user-to-user communications via the Services, you must be careful in dealing with other users to avoid unintended consequences. You acknowledge that information provided by users may, despite the prohibitions set forth herein, be harmful, inaccurate or deceptive. Authentication of the true identity of remote (Internet or mobile) users is difficult, and so Low Income Auto Repair cannot and does not confirm that each user is the person who they claim to be.

It follows that in connection with any use of the Services, you agree: (a) to release Low Income Auto Repair (and its affiliates, licensors, successors, and assignees) from any and all claims, demands, damages, liabilities, costs and expenses, of any type and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to your use of the Services (including any disputes with other users); and (b) to attempt to settle any dispute directly with such other user or other third party. This release is not intended to waive any legal claim you may have against any Prospect for nonpayment for Vehicles Services.

Together with all of the foregoing, you also agree to:

- not post, email, upload, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- not impersonate any person or entity;
- not post, email, upload, transmit or otherwise make available any content that harms minors in any way;
- not forge headers or otherwise manipulate identifiers to disguise the origin of any User Content transmitted through the Website;
- not post, email, upload, transmit or otherwise make available any content that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- not post, email, upload, transmit or otherwise make available any content that infringes the intellectual property rights of any party;
- not post, email, upload, transmit or otherwise make available any content comprising any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of commercial solicitation;
- not post, email, upload, transmit or otherwise make available any content comprising any material that contains software viruses or any other computer code,

files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

- not disrupt the normal flow of dialogue, cause a screen to “scroll” faster than other users of the Website can type, or otherwise act in a manner that weakens other users’ ability to engage in real-time exchanges;
- not interfere with or disrupt the Website or servers or networks connected to the Website, or disobey any requirements, procedures, policies or regulations of networks connected to the Website;
- not intentionally or unintentionally violate any applicable local, state, national or international law;
- not provide material support or resources (or to conceal or disguise 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 under section 219 of the Immigration and Nationality Act;
- not “stalk” or otherwise harass any person;
- not collect or store personal data about other users;
- not advertise or solicit anyone to buy or sell products or to make donations of any kind absent Low Income Auto Repair’s prior written approval;
- not to make negative or disparaging references to Low Income Auto Repair, its services or its members or otherwise compare Low Income Auto Repair, its services or its members unfavorably to others; or
- not to engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of this Website, or which, as determined by Low Income Auto Repair, may harm Low Income Auto Repair, its personnel, or users of this Website, or expose them to liability.

7.2 License to Low Income Auto Repair. You hereby grant to Low Income Auto Repair a non-exclusive, worldwide, royalty-free, irrevocable perpetual license (with right to sublicense) to reproduce, distribute, transmit, create derivative works of, publicly display and publicly perform any User Content you submit via the Interactive Services by all means and in any media now known or ever developed, solely for the purposes for which such User Content was submitted. Low Income Auto Repair will not use this User Content for any purpose other than the purpose(s) for which it was submitted unless you agree to such use. You retain ownership of User Content you submit and Low Income Auto Repair does not obtain ownership in or to such User Content (or with third-party owned User Content submitted by you with the owner’s permission, the third party retains ownership).

7.3 Use of Content Posted by Other Users. Copyright in the User Content posted, except for Collaborative Content, shall remain with the User or third party who has posted or consented to posting the User Content on the Website. You have no rights in or to such User Content posted by other Users and you agree you will not copy, reproduce, publish, create derivative works based on or otherwise retransmit any User Content without the express written permission of the owner of such User Content.

8. COPYRIGHT COMPLIANCE AND COMPLAINTS

8.1 Agreement to Refrain from Infringement. Low Income Auto Repair respects the intellectual property rights of others. Low Income Auto Repair may, under appropriate circumstances and at its sole discretion, disable or terminate access to or use of the Services for those users who may be infringing the intellectual property rights of others.

You agree to abide by the terms of the Digital Millennium Copyright Act (DMCA) and refrain from the following: (a) circumventing Low Income Auto Repair's access control measures to copyrighted works; (b) posting or otherwise offering circumvention technology through Low Income Auto Repair's Website or web services; (c) posting links or references to an online location that contains circumvention technology; or (d) engaging in other activities in violation of the DMCA. Low Income Auto Repair has the right to terminate the membership of any User found in violation of the DMCA or other provision of the copyright laws.

8.2 Notice and Take Down Requests. In compliance with the DMCA's notice-and-takedown provision, Low Income Auto Repair's policy for removing infringing content and terminating subscribers who are repeat offenders is as follows:

A copyright owner who believes his/her work has been used on the Website in any manner that constitutes copyright infringement must notify Low Income Auto Repair's designated agent by written notice.

The notice must include the following information:

(a) the owner's name, address, telephone number, email address, and an electronic or physical signature;

(b) a description and a copy of the work that is allegedly being infringed, or a website where the work may be found;

(c) identification of the location of the infringing material on the Website;

(d) a statement that the owner has a good faith belief that the use of the copyrighted material was not authorized by the owner or his/her authorized agent; and

(e) a statement, under penalty of perjury, that the information in the notification is accurate and made by the copyright owner of the material allegedly infringed or authorized to act on the copyright owner's behalf. Upon receiving the proper notification, Low Income Auto Repair will remove, or disable access to, the allegedly infringed material from the Website.

8.3 Contact for Submissions. You can submit claims of copyright infringement at support@lowincomeautorepair.com.

9. COMPLIANCE WITH THE CAN-SPAM ACT

9.1 The CAN-SPAM Act. User agrees to abide by the CAN-SPAM Act (15 U.S.C. §§7701-13) when using the Website and contacting other users by email. The User may not use the Website, including, but not limited to the Interactive Services, to bombard individuals or groups with uninvited commercial email, sexually explicit commercial email, or engage in other activities in violation of the CAN-SPAM Act, such as but not limited to: (a) harvesting email addresses; (b) falsifying or using misleading header information; or (c) using deceptive subject lines. User may not promote Low Income Auto Repair's products or services through uninvited commercial emails without the express written consent of Low Income Auto Repair.

9.2 Low Income Auto Repair’s Indemnification. Low Income Auto Repair will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages of any kind resulting from users’ failure to adhere to the CAN-SPAM Act or any other applicable laws. You agree to indemnify, defend, and hold harmless Low Income Auto Repair, its affiliates, officers, directors, employees, consultants, and agents from all third party claims, liability, damages, or costs (including, but not limited to, attorneys’ fees) arising from your activities in violation of the CAN-SPAM Act or any other applicable laws. The terms of this Agreement will inure to the benefit of Low Income Auto Repair’s successors, assignees, and licensees. User covenants to cooperate fully in the defense of any claim. Even so, Low Income Auto Repair reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by User and User shall not in any event settle any matter without the written consent of Low Income Auto Repair.

10. REGISTERED USERS ACCOUNT, PASSWORD AND SECURITY

10.1 In consideration of your use of the Services, you represent and warrant that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to: (a) provide true, accurate, current and complete information about yourself as prompted by the relevant portions of the Website (“Registration Data”) and (b) maintain and promptly update your Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Low Income Auto Repair has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Low Income Auto Repair has the right to suspend or terminate your access to the Website and refuse all current or future use of the Website, or any portion thereof.

10.2 You are solely responsible for maintaining the strict confidentiality of your User IDs and passwords and for any charges, damages, liabilities or losses incurred or suffered as a result of your failure to do so. We are not liable for any harm caused by or related to the theft of your User IDs/passwords, your disclosure of your User IDs/passwords, or your authorization to allow another person to access and use the Services using your User IDs/passwords. You agree to immediately notify us if you learn of any unauthorized use of your User IDs/passwords or other need to deactivate a User ID/password due to security concerns.

11. DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE CONTENT ON THE WEBSITE AND SOFTWARE APPLICATION (INCLUDING, BUT NOT LIMITED TO, ALL LOW INCOME AUTO REPAIR INTELLECTUAL PROPERTY, TEXT, MATERIALS, SOFTWARE, FUNCTIONS, SERVICES, AND INFORMATION MADE AVAILABLE HEREIN OR ACCESSED BY MEANS HEREOF) IS PROVIDED **AS IS**, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO CASE WILL LOW INCOME AUTO REPAIR BE LIABLE IN ANY WAY FOR ANY CONTENT, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, OR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, E-MAILED, TRANSMITTED OR OTHERWISE MADE AVAILABLE VIA THE INTERACTIVE SERVICES. LOW INCOME AUTO REPAIR DOES NOT WARRANT OR GUARANTEE UNINTERRUPTED ACCESS TO THE WEBSITE, OR ANY WEBSITE LINKED TO THE WEBSITE. YOU ASSUME

FULL RESPONSIBILITY AND RISK OF LOSS RESULTING FROM YOUR USE OF THIS WEBSITE AND ANY INFORMATION ON THIS WEBSITE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES. FOR THESE REASONS, SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

12. LIMITATION OF LIABILITY AND RELEASE

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER LOW INCOME AUTO REPAIR, ITS LICENSORS, SUPPLIERS, PARTNERS, AFFILIATES OR THIRD-PARTY SERVICE PROVIDERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY OTHER FORM OF DAMAGES IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE WEBSITE AND SERVICES, REGARDLESS OF THE FORM OF ACTION OR THE BASIS OF THE CLAIM OR WHETHER LOW INCOME AUTO REPAIR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

IF YOU HAVE ANY DISPUTE WITH ONE OR MORE THIRD PARTIES AS A RESULT OF YOUR USE OF OUR WEBSITE OR SERVICES, OR IF YOU ARE IN ANY WAY DAMAGED AS A RESULT OF ANY THIRD PARTY IN CONNECTION THEREWITH, YOU HEREBY RELEASE AND COVENANT NOT TO SUE OR OTHERWISE MAKE A CLAIM, DEMAND OR FILE ANY LEGAL ACTION OR INSTITUTE ANY LEGAL OR REGULATORY PROCEEDINGS AGAINST US, OUR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND SUPPLIERS FROM, FOR ANY CLAIMS, ACTIONS, DEMANDS OR DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL), OF WHATEVER KIND OR NATURE, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHETHER FORESEEABLE OR NOT, DISCLOSED OR UNDISCLOSED.

13. CUSTOMER DATA

13.1 User Data and Analytics; Monitoring and Collection. The Services collect, store, process, and analyze User Data and produce Analytics. The term “User Data” means all data and information that are provided by you during registration and your subsequent use of the Services (including queries related to obtaining Vehicle Services), and all other data and information about you that are otherwise discerned or collected by Low Income Auto Repair based on your access and use of the Services. For clarity, User Data includes, but is not limited to: browser or device type; operating system; time of day; identification of the page served and preceding page views; use of particular Services features or applications (such as viewing or responding to advertisements); registration data; vehicle information; geographic location; Vehicle Services histories. The term “Analytics” means user profiles and statistics, metrics, abstractions and other analyses that depend on or derived from your use of the Services and User Data, which are developed in the aggregate with other data or which are developed in a manner that does not disclose your identity or User Data (unless in aggregated or anonymized form). As a result, whenever you interact with the Services, several technologies are employed to automatically or passively collect User Data. We may monitor use of the subscription service by all of our customers and use the User Data and Analytics gathered in an aggregate and anonymous manner provided that such information does not identify you.

- 13.2 Privacy Policy.** The most current [Privacy Policy](#) will apply to all uses of the Services. Low Income Auto Repair will not intentionally edit, modify, delete or disclose the contents of your registration data or other User Data in connection with the Services unless (a) reasonably necessary for Low Income Auto Repair (or its service providers) to operate the Services, including processing your requests and appointments for Vehicle Services, (b) to communicate with its affiliates or other business partners, (c) otherwise permitted under our Policies or this Agreement, (d) Low Income Auto Repair reasonably believes that such action is necessary (i) to conform or comply with any legal, regulatory, law enforcement or similar requirement or investigation, (ii) to protect or defend the rights or property of Low Income Auto Repair or any third party or (iii) to enforce this Agreement and its terms or (e) otherwise authorized by you.
- 13.3 Authorization of Use.** You hereby authorize Low Income Auto Repair to use your User Data and to exploit Analytics in the manner and for the purposes described in this Agreement, including, without limitation, to use User Data to communicate with you; to include, copy, disclose, distribute, transmit and display User Data in communications that you have initiated via the Services; to access, record, collect, copy, store, process, analyze and use User Data to provide the Services (including to solicit offers for Vehicle Services from Prospects and to confirm appointments); to develop, improve, extend and test the Services (and underlying technology platform); to design, develop and produce Analytics; and to disclose, distribute and transmit User Data and/or Analytics to Mechanics, advertisers, advertising networks, content distributors and other of Low Income Auto Repair’s customers, service providers and business partners (collectively, “Business Partners”). Notwithstanding the foregoing, Low Income Auto Repair does not record or store your Credit Card Information. Credit Card Information is provided to and retained by Low Income Auto Repair’s merchant bank, where it is used solely for the purpose of verification and validation, and for charging payments for completed Vehicle Services.
- 13.4 Cellular or Wireless Services.** The Services transmit data via your wireless carrier or accessible Wi-Fi network. Low Income Auto Repair is not responsible or liable for any data charges associated with the use of any Services. The service may sometimes be restricted, interrupted or discontinued based on conditions such as but not limited to: app design, network coverage, government regulation, or other situations beyond Low Income Auto Repair’s control. The Services transmits data regarding your GPS location. You may turn off Location Services for the Services and no data will be collected during this time.
- 13.5 Limitation of Liability.** You agree that Low Income Auto Repair shall not be responsible or liable for any unauthorized access to, alteration or use of your account, transmissions or data, or for any material or data sent or received or not sent or received through the Services. You agree that Low Income Auto Repair (and its affiliates, licensors and Business Partners) shall not be responsible or liable for any threatening, defamatory, obscene, offensive, illegal or other content or conduct of any user or any user’s infringement of another’s rights, including intellectual property rights, rights of publicity or privacy rights.

IN NO EVENT SHALL LOW INCOME AUTO REPAIR (OR ITS AFFILIATES, LICENSORS AND BUSINESS PARTNERS) BE LIABLE CONCERNING ANY SUBJECT MATTER RELATED TO THE SITE, APPS, CONTENT OR OTHER ASPECTS OF THE SERVICE, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL, (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE

TECHNOLOGIES, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DAMAGES, IN THE AGGREGATE, IN EXCESS OF AMOUNTS YOU PAID TO LOW INCOME AUTO REPAIR FOR THE SERVICE OR US \$100.00, WHICHEVER IS GREATER, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LOW INCOME AUTO REPAIR'S MAXIMUM LIABILITY FOR ANY CLAIM OR ACTION RELATED TO ANY VEHICLE SERVICES SHALL NOT EXCEED THE SERVICE FEE RETAINED BY LOW INCOME AUTO REPAIR FOR THE VEHICLE SERVICES GIVING RISE TO YOUR DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

14. INDEMNITY

You agree to defend, indemnify and hold us harmless against any losses, expenses, costs or damages (including our reasonable attorneys' fees, expert fees' and other reasonable costs of litigation) arising from, incurred as a result of, or in any manner related to any claim or action based on (a) your breach of the terms of this Agreement, (b) your use of the Services, or (c) the use of the Services by any other person using your IDs. We may, if necessary, participate in the defense of any such claim or action and any negotiations for its settlement or compromise. No settlement which may adversely affect our rights or obligations shall be made without our prior written approval. We reserve the right, at our own expense and upon notice to you, to assume exclusive defense and control of any such claim or action and then your corresponding indemnification obligation will end.

15. RIGHT TO TERMINATE AND/OR TO BLOCK ACCESS

Low Income Auto Repair reserves the right to terminate, block or restrict your access to or use of the Website for any breach or violation of any term(s) of this Agreement. In such event, we may terminate this Agreement, restrict, suspend or terminate your access to and use of the Services immediately and without notice or liability, with or without cause, and it will not limit any other rights or remedies available to us.

You may terminate this Agreement by providing us with written notice of your termination to support@lowincomeautorepair.com and no longer using or accessing the Services. Termination is your sole right and exclusive remedy if you are not satisfied with the Services. Upon the effective date of any such termination, your right to access and use the Services shall immediately cease.

Upon any termination, all rights and obligations of the parties under this Agreement shall cease, and you shall immediately stop accessing and using the Services, except that (a) all obligations that accrued prior to the effective date of termination (including payment obligations) and all remedies for breach of the this Agreement shall survive, (b) Low Income Auto Repair will reasonably cooperate with completing any Vehicle Services booked prior to termination (including collecting and distributing payments), (c) Low Income Auto Repair may retain and use non-personally identifiable User Data and (d) the provisions of the section entitled Advertising and Promotions, and all following sections herein, shall survive. After termination, Low Income Auto Repair has no obligation to

maintain any User Data or User Content or to forward any unread or unsent messages to you or to any other user or third party.

16. ADVERTISING AND PROMOTION

Low Income Auto Repair reserves the right, for itself and on behalf of its affiliates, to deliver advertisements, promotions and offers to you along with your use of the Services and to use your device's processor and storage resources for this purpose. Advertisements, promotions and offers may be contextual, meaning they were selected for delivery to you based on criteria related to your use of the Services (such as User Data like your current location or type of vehicle, or Analytics derived from your usage). Any opt-out that you provide on direct marketing communications will not apply to the delivery of advertisements. In addition, you may receive advertising and promotional information or offers as a result of responding to prompts or advertisements rendered by the Services.

Except for Vehicle Services, all of your dealings with advertisers and other third parties via the Services, and your participation in promotions and offers, including the delivery of and the payment for goods and services, and any other terms, conditions, representations, warranties and remedies, associated with such dealings, promotions and offers, are solely between you and the applicable third party. Low Income Auto Repair is not responsible or liable for any such dealings, promotions or offers.

17. GOVERNING LAW/JURISDICTION/DISPUTES

17.1 This Agreement shall be governed in accordance with the laws of the State of Michigan. Additionally, you also agree that the UN Convention on Contracts for the International Sales of Goods and the Uniform Computer Information Transactions Act (UCITA) will not apply to this Agreement or any interpretation or disputes relating thereto.

17.2 All disputes under this Agreement shall be resolved by litigation in the federal or state courts of the State of Michigan including the federal courts therein and the Parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

18. ASSIGNABILITY

This Agreement is personal to you, and you may not assign this Agreement or the rights and obligations hereunder to any third party without the Low Income Auto Repair's prior express written approval.

19. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

20. SEVERABILITY

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

21. SURVIVAL OF TERMS

Any provision of this Agreement which by its nature must survive the termination of this Agreement to give effect to its meaning shall survive such termination, including, but not limited to, the ownership, intellectual property rights and licensing provisions set forth in this Agreement.

22. LIMITATION ON ACTIONS

You agree that regardless of any applicable law providing for a statute of limitations to the contrary, any claim or cause of action arising out of or related to the use of the Website or Services, or otherwise relating to this Agreement, must be filed within one (1) year after the claim or cause of action arose, or will be forever barred

23. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their agreement. It shall not be modified or amended except in writing signed by the Parties specifically referring to this Agreement.