

TERMS AND CONDITIONS

AGREEMENT FOR **www.MickeyThompsonWorld.net** EXTRANET SERVICE

This Mickey Thompson Extranet Service ("Service") is being provided to you, the Mickey Thompson account ("You" or "Your"), by Max-Trac Tire Co., Inc. dba Mickey Thompson Tires & Wheels ("Mickey Thompson", "We", "Us" or "Our"). Please read all pages of this agreement (collectively referred to as "Agreement") before proceeding. You are authorized to access and use this Service when You have completely filled in all the required registration information and indicated Your agreement with terms of this Service as described in the registration instructions.

This Agreement and your registration information are the complete agreement between You and Us regarding this Service and replace any prior oral or other communications between us.

YOUR ACTION IS REQUIRED TO CANCEL THE SERVICE.
CANCELLATION MAY BE PROCESSED BY TELEPHONING THE HELPDESK.

1) Charges

There is currently no charge for **www.MickeyThompsonWorld.net** Extranet Service, though We reserve the right to begin charging fees in the future.

2) Description

With regard to Internet offerings, You are responsible for:

- a. determining what offerings are available via the Internet and whether an offering meets Your requirements;
- b. obtaining user Ids in order to access other offerings and contacting the provider directly if You have problems with their offering;
- c. obtaining and adhering to all other terms associated with usage of Internet or a specific Internet offering;

3) With regard to the Services, you are responsible for:

- a. Selecting a System Administrator who will be issued a User ID and Password from Mickey Thompson to access the Service. The System Administrator will be responsible for administering additional User IDs and Passwords to other users of the Service within Your organization. The Service allows individual users to maintain and change their passwords. You are solely responsible for assigning and maintaining user IDs and Passwords to access to the Internet. We do not guarantee that our security procedures will prevent improper access to your information. We disclaim any liability or responsibility arising from improper access to your information; or
- b. all activity performed under User IDs issued to your System Administrator, or User IDs administered by your System Administrator;

4) Access to Internet Service Description

We neither own nor control all the various facilities and communication lines through which access may be provided. Accordingly, We shall not be responsible for user/access security nor do we warrant that the available access number will be a local call from your area code and exchange.

Each Internet provider owns, maintains, and/or supports its respective offering. Availability and content of an Internet offering other than the Service is the responsibility of the Internet offering provider. Certain Internet offerings may contain language or pictures which some individuals may find offensive, inflammatory, or of an adult nature. Such contents are the sole responsibility of the Internet offering provider.

We do not endorse such materials and disclaim any and all liability for their content.

5) Electronic Communications

Each of us may communicate with the other by electronic means as described in this agreement and its registration information. Each of us agrees to the following for all electronic communications:

- a. the User Identification of a sender, contained in an electronic communication, is legally sufficient to verify the sender's identity and the communication's authenticity;
- b. an electronic communication sent by You containing Your User Identification establishes You as its originator and has the same effect as a document with Your written signature on it: and
- c. an electronic communication, or any computer printout of it, is a valid proof of the validity of the original content of the electronic communication.

6) General Terms

Each of us agrees that:

- a. unless otherwise provided for in the agreement, either party may terminate this agreement, with or without cause, by giving notice to the other; in such case the Agreement will terminate thirty (30) days from the date of actual notice.
- b. any terms varying from this agreement in any order, written or electronic communication from You are void;
- c. neither of us grants the other any license to use either party's patents, copyrights, trade secrets, or other intellectual property rights;
- d. neither party will bring a legal action more than two years after the cause of action arose;
- e. if any provision of this agreement is determined to be invalid, all other provisions shall remain in force; and
- f. this agreement and all Your rights and obligations are governed by the laws of the country in which You will be primarily accessing the Service.

7) Our Responsibilities

We will:

a. provide You with a User Identification code to enable access to the Service.
The Service allows You to enter and maintain Your registration information;

8) Your Responsibilities

You agree:

a. to review any Agreement updates We provide. Your continued use of the Service shall be construed as Your acceptance of the updated Agreement terms;

b. not to assign, or otherwise transfer, this Agreement or Your rights under it, delegate Your obligations, or resell the service. Any attempt to do so is void;

c. that You are responsible for the results obtained from the use of the Service;

d. not to introduce viruses, worms, harmful code and/or trojan horses on the Internet:

e. to obtain, install, and maintain suitable equipment and software as necessary to access the Service;

f. not to use the Service for any criminal or illegal activities, or post any information that might be legally actionable;

g. not to use the Service for spamming, flaming, to hack or otherwise obtain unauthorized access;

h. not to seek redress from Us if You are harmed or offended by information, products or services which You access through the Service or other Internet offering provider's service;

i. to be responsible for accurately addressing information sent using the Service;

j. to obtain all required permissions if You use the Service to receive, upload, download, display, distribute, or execute programs or perform other works protected by intellectual property laws including copyright and patent laws;

k. to comply with all applicable laws, regulations or conventions including those related to data privacy, international communications, and exportation of technical or personal data;

author or owner;

m. to give all required notices under this Agreement by calling Our help desk;

n. to promptly notify Us if you suspect unauthorized use of the Service or your User Identification. Until notified, You remain responsible for unauthorized use;

o. to provide Us with the requested identification when requesting password resets or in connection with other security matters;

9) Disclaimer of Warranty and Limitation of Liability

WE WARRANT THAT, IF AN END-USER IS DISSATISFIED WITH THE SERVICE OR ANY FEATURE PROVIDED IN OR THROUGH THE SERVICE, UPON NOTICE FROM THE END USER, WE WILL TERMINATE THE AGREEMENT. THIS IS YOUR SOLE AND EXCLUSIVE REMEDY.

THE SERVICE OR ANY PROGRAM WHICH WE PROVIDE TO YOU AS PART OF OUR SERVICE IS PROVIDED AS IS." EXCEPT AS SPECIFICALLY SET FORTH HERIN, NEITHER WE NOR OUR LICENSORS MAKE ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OR MERCHANTABILITY, QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO OUR PROGRAMS. SERVICE AND/OR RELATED PRODUCTS THAT WE OR OUR LICENSORS PROVIDE OR THE SERVICE AND/OR PRODUCTS OF ANY OTHER SERVICE PROVIDER. DO NOT USE THE PROGRAM OR SERVICE IN ANY HIGH RISK ACTIVITIES WHERE DAMAGE OR INJURY TO PERSONS, PROPERTY, ENVIRONMENT OR BUSINESS MAY RESULT IF AN ERROR OCCURS. YOU EXPRESSLY ASSUME ALL RISK FOR SUCH USE. WE DISCLAIM ANY WARRANTY OF TITLE OR ANY OTHER WARRANTY FOR ANY THIRD PARTY'S OFFERING(S) OR PRODUCT(S). ALL SUCH WARRANTIES AND REPRESENTATIONS ARE HEREBY EXCLUDED WITHOUT LIMITATION, NO WARRANTY IS GIVEN THAT THE PROGRAM OR SERVICE ARE ERROR-FREE.

WE DO NOT GUARANTEE THAT OUR SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, YOUR INFORMATION. WE ARE NOT RESPONSIBLE FOR INVALID DESTINATIONS AND TRANSMISSION ERRORS IN, CORRUPTION OF, OR THE SECURITY OF YOUR INFORMATION CARRIED OVER INTEREXCHANGE CARRIERS', LOCAL EXCHANGE CARRIERS' OR OTHER PROVIDERS' FACILITIES.

WE, INCLUDING OUR LICENSORS, DISCLAIM ANY LIABILITY OR RESPONSIBILITY ARISING FROM ANY CLAIM THAT YOUR ACCESS OR USE OF THE PROGRAM OR SERVICE WE PROVIDE OR ANY OTHER SERVICE PROVIDER'S SERVICE OR PRODUCTS INFRINGES ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

IN NO EVENT ARE WE OR OUR LICENSORS LIABLE FOR: A) DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY THEREOF INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST BUSINESS REVENUE, OR FAILURE TO REALIZE EXPECTED SAVINGS; OR, B) ANY CLAIMS AGAINST YOU BY ANY OTHER PARTY.

This Section applies to all claims by You irrespective of the cause of action underlying Your claim, including, but not limited to: a) breach of contract, even if in the nature of a breach of condition or a fundamental term or a fundamental breach, or b) tort, including but not limited to negligence or misrepresentation.

In no event are We or Our Licensors liable for any damages arising from Your failure to perform Your responsibility in connection with this Agreement, or arising from any cause beyond Our controls, including but not limited to delay in the performance of Our obligations or misuse of Your Userids. All limitations and disclaimers stated in this section also apply to Our Product Licensors as intended beneficiaries of this Agreement. Any rights or limits stated herein are the maximum for which we are collectively responsible.

10) Your Additional Rights

You may have additional rights under certain laws (such as consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply, Our exclusions or limitations may not apply to You.

11) Handling of Your Information

Though we maintain security procedures for your data while it is stored on or transmitted over equipment and facilities we control, you are responsible for management of Your data stored on or transmitted over Our network. Such management includes but is not limited to backup and restoration of data, erasing data from disk space You control, and Your selection and use of the security facilities and options that We provide as Services. Apart from the Services We provide, You are responsible to develop and maintain any security procedures You deem appropriate, such as logon security and encryption of data, to protect Your information.

Either of us is free to use an idea, concept, know-how, or technique developed or provided by the other or developed jointly by both of us, subject to patents and copyrights held by the other party.

12) Service Availability and Access

This Service is generally available daily, seven days a week, except for maintenance. Service maintenance generally takes place from 3 am until 5 am (US Eastern time) daily. In addition, the registration facilities are generally not available from 9 p.m. Saturday until 5 a.m. (US Eastern time) on Sunday. However, We may at any time without notice, or liability restrict the use of the Service or limit its time of availability in order to perform maintenance activities.

13) Miscellaneous

You represent that You are not a specifically designated individual or entity under any US embargo or otherwise the subject, either directly or indirectly (by affiliation, or any other connection with another party) to any order issued by any agency of the US government limiting, barring, revoking or denying, in whole or in part, Your US export privileges. Your use of the Service is disruptive, causes a malfunction of the Service, violates the terms of this Agreement, if We receive information that the Service or Your use of the Service (or any part thereof) may violate any copyright or other intellectual property rights of Ours or a third party or any other applicable laws and regulations (including but not limited to US export regulations), or if We receive an order from a court of competent jurisdiction requiring Us to do so.

If You connect to the Service automatically, without manually entering Your User identification code, You must understand that anyone who has access to Your computer can also gain access to the Service or other services that You disapprove of and could abuse Your personal registration information.