



Terms and Conditions Policy

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Using the Site and Your Account



Certain areas of the Site, including the myI-CAR site, may require registration or may 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 Site or any features at all. If the Site requires you to create an account or otherwise submit information, you agree that you will provide accurate and complete information for your user account; that you will not impersonate a third party in your communications with I-CAR; that you will only submit information about yourself or those for whom you are authorized to submit information, including your employees; and that you will otherwise comply with these Terms, including the Submissions section of this Agreement. 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. You may not authorize any other person or entity to use your account or to access restricted or protected content or features available at the I-CAR website. Creating an account or opting in to receive notifications or offers does not guarantee the receipt of any such messages or the availability to you of any promotional offer.

You are solely responsible for the activity that occurs on your account, including all transactions and other activities undertaken with your device and any stored payment card, whether authorized or unauthorized, and you must keep your user account, username, and password secure. You must notify I-CAR immediately of any breach of security or 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 Site. I-CAR is not liable for any loss that you may incur as a result of someone else using your password or account, either with or without your knowledge. I-CAR shall not be responsible for any losses arising out of the loss or theft of user information transmitted from or stored on a computer or device or from unauthorized or fraudulent transactions associated with the Site.

You understand that you have no ownership rights in your account or other access to the Site or features therein. I-CAR may terminate your access to the site, cancel your account and/or delete all information associated with your account, including any materials you may have submitted to I-CAR, at any time, and without notice, for any reason, including if I-CAR deems that you have violated these Terms, the law, or for any other reason. I-CAR assumes no liability for any information removed from our Site, and reserves the right to permanently restrict access to the Site or a user account.

You understand that certain offers, services and features that may be available on the Site may be subject to additional specific terms and conditions. This may include, but is not



limited to, professional designation programs, contests, and sweepstakes. In the event of any conflict between these Terms and any such specific terms and conditions, the specific terms and conditions will control.

You agree that I-CAR and I-CAR's third-party vendors may collect and use technical and usage data and related information, including but not limited to technical information about your device, geolocation, date and time of Site access, system and application software, and peripherals, that is gathered periodically to, among other things, facilitate the provision of software updates, product support, and other services to you (if any) related to the Site. You grant I-CAR the permission to use this information to improve its products or to provide services or technologies to you, as well as to provide advertising content in which I-CAR believes you may be interested, including working with third parties who provide targeted advertising content.

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If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please contact intellectualproperty@i-car.com or write to I-CAR's designated agent at I-CAR Corporate Compliance/Governance, 5125 Trillium Blvd, Hoffman Estates, IL 60192.

Submission Policy

From time to time on certain areas of our Site you may be able to submit photos, written posts and certain other materials ("User Content"). If you submit User Content intended for display on this Site, you agree not to submit any User Content that is illegal, indecent, profane (either directly or indirectly through partially obscured words, letters, phrases, terminology or the like), threatening, defamatory, derogatory, harmful, tortious, libelous, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist, infringing, pornographic, violent or otherwise objectionable, injurious or inappropriate as determined by I-CAR. You further agree that you will not infringe the privacy rights of third parties and that you will not submit materials that consist of or invoke malicious software code, consist primarily of an unsolicited electronic mass mailing, be political in nature, or the like. You further agree that you will not misrepresent an affiliation with another person or organization, nor will you impersonate any person or organization, including the personnel of I-CAR, nor will you post any content that contains a business solicitation.

All User Content you submit to I-CAR becomes the property of I-CAR and may not be acknowledged. You hereby grant to I-CAR a non-exclusive, fully-paid, royalty-free, perpetual, irrevocable, fully transferable, sub-licensable and assignable right to use, edit, modify, adapt, translate, edit, reformat, publicly perform, publicly display, reproduce, and distribute any User Content in which you may be deemed to continue to hold any ownership right as necessary and for any purpose, anywhere in the world, including into those forms that may constitute advertising. This license includes the right to host, index, cache, distribute, and tag any User Content, as well as the right to sublicense User Content to third parties, including other users, for use on other media or platforms known or hereinafter developed, such as for



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By using this Site, creating a myI-CAR account, and otherwise posting or submitting User Content to I-CAR, you understand and acknowledge that any materials, ideas or other communications you transmit in any manner and for any reason will not be treated as confidential or proprietary.

You agree that you will not submit any suggestions, materials, ideas or creative concepts for new, modified or different products or services via the Site. If you violate this Agreement and submit unsolicited materials, ideas, suggestions or creative concepts, ("Unsolicited Information"), such Unsolicited Information shall be deemed by I-CAR to be, and shall remain, the property of I-CAR, and I-CAR shall be entitled to unrestricted use of such Unsolicited Information for any purpose whatsoever, commercial or otherwise, without compensation to you. None of the Unsolicited Information shall be subject to any obligation of confidence, and I-CAR shall not be liable for any use or disclosure of any Unsolicited Information.

You agree to indemnify and hold I-CAR, 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 Submission Policy, or any violations thereof by your dependents or which arises from the use of User Content or Unsolicited Information you submitted, posted, or otherwise provided to I-CAR or this Site.

Transactions and Product Availability



Through the Site, you may be able to order and/or pay for I-CAR products or services. To be able to order and pay for such products or services, you must supply certain information relevant to your transaction, including, without limitation, your I-CAR ID number, your credit or debit card number, the expiration date of your credit or debit card, the name on your credit or debit card, your billing address, and your shipping address. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT OR DEBIT CARD OR OTHER PAYMENT METHOD UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to I-CAR and/or the any required third parties the right to provide and transmit such information for purposes of facilitating the completion of transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any transaction.

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You understand and agree that you are charged at the time you place your order for Products or Services. You further understand and agree that the transaction for the purchase of Products or Services is final and complete at the time you are charged. Once an order is placed, changes cannot be made to the order. After you have submitted your order on the Site or you have otherwise directed I-CAR to begin preparation of your order by means designated by I-CAR and communicated to you in I-CAR’s sole discretion, you may not cancel your order. I-CAR may restrict orders placed by or under the same customer account,

the same credit card and/or orders that use the same billing and/or shipping address.

To learn more about I-CAR's Class Cancellation policy, please click [here](#).

Despite I-CAR's best efforts, occasional pricing and other errors may occur on the Site. Access to the Site does not constitute the right to purchase products featured. I-CAR is not responsible for typographical, pricing or other errors. I-CAR reserves the right to revise pricing and other errors and to cancel any order you have placed if there was an error concerning the price or availability of any item you ordered when you placed the order, even if you have received an order confirmation. If your credit card has already been charged for the purchase and your order is cancelled, I-CAR will issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account. I-CAR reserves the right to limit quantities of products purchased.

Recognition Programs

The I-CAR Gold Class Professionals® designation is awarded to those businesses that have distinguished themselves by achieving a high level of training in collision repair. These businesses must re-qualify for the designation annually. I-CAR is not responsible for the conduct or the quality of repairs of any business or their employees that may have earned or displays the I-CAR Gold Class Professionals logo.

The I-CAR Platinum Individual® program was created to recognize individuals in the collision industry for achieving a high level of technical training through I-CAR. To maintain the designation, individuals must re-qualify annually. I-CAR is not responsible for the conduct or the quality of repairs of any business or their employees that may have earned or displays the I-CAR Platinum Individual logo.

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Privacy Policy

The Site has created a [Privacy Policy](#) setting forth how information about you is collected, used and stored. Please read our [Privacy Policy](#) for more information about I-CAR's information collection and use practices. Your use of the Site constitutes acknowledgment and agreement with our [Privacy Policy](#). You further acknowledge and agree that the Site may use your personal information in the manner described in our [Privacy Policy](#).

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The Site may be linked to third-party websites which are not maintained by I-CAR. I-CAR does not sponsor, endorse, approve, certify, or control those websites and is not responsible for



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Indemnification

You agree to indemnify and hold I-CAR, its parents, subsidiaries, officers, directors, members, employees, agents, licensors, representatives, and third-party providers to this Site harmless for any claims, damages and, expenses, including reasonable attorneys' fees and costs, related to violation of these Terms or unlawful or abusive behavior, including the infringement of any intellectual property or privacy rights of any person, or any violations thereof by your dependents.

Miscellaneous

Both you and I-CAR acknowledge and agree that no partnership is formed and neither of you nor I-CAR has the power or the authority to obligate or bind the other. These Terms constitute a binding agreement between you and I-CAR, and is accepted by you upon your use of the Site. These Terms constitute the entire agreement between you and I-CAR regarding the use of the Site. By using the Site you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

This Agreement will be governed by and construed in accordance with the internal laws of the United States and the State of Illinois without regard to conflicts of laws principles. By using this Site, you hereby agree that any and all disputes regarding these Terms will be subject to the federal, state and local courts in Illinois. YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SITE AND/OR THESE TERMS, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. These Terms operate to the fullest extent permissible by law. If any provision of these Terms is unlawful, void or unenforceable, that provision is deemed severable from these Terms and does not affect the



validity and enforceability of any remaining provisions.

The failure of I-CAR 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 I-CAR, shall not be deemed a breach of these Terms.

Although I-CAR will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of I-CAR or others due to such unauthorized use. If I-CAR fails to act with respect to your breach or anyone else's breach on any occasion, I-CAR is not waiving its right to act with respect to future or similar breaches.

The headings in these Terms are for your convenience and reference. These headings do not limit or affect these Terms. These Terms, together with those items made a part of these terms by reference, make up the entire agreement between you and I-CAR relating to the Site, and replace any prior understandings or agreements (whether oral or written) regarding the Site. If a court finds any of these terms to be unenforceable or invalid, that term will be enforced to the fullest extent permitted by applicable law and the other terms will remain valid and enforceable. The Site and any promotions contained thereon is void where prohibited.