

April 2, 2019

ACCEPTANCE OF TERMS AND CONDITIONS

By accessing or using the Services in any way you agree to and are bound by the Terms of Service. Tire Inventory Solutions Inc reserves the right to change the Terms of Service and other guidelines or rules from time to time at its sole discretion. Your Service of the Site will be subject to the most current version of the Terms of Service, rules and guidelines posted on the Site. Your continued use of the Service, or any Materials or Services accessible through it, will constitute acceptance of the modified Terms. If you breach any of the Terms of Service, your license to use this Service is immediately terminated.

1. License. 1.1 Tire Inventory Solutions (“TIS”) grants User a limited non-exclusive, non-transferrable license to use this site (“Service”) for the sole purpose of User’s business use. TIS may, in its sole discretion, limit or prohibit use to all or part of the Service or related sites or services without cause or notice.

1.2 User may not attempt to alter the source code of the Service or make any attempt at reverse engineering.

1.3 User must abide by all United States and international intellectual property laws, including but not limited to patent, copyright, trademark, and trade secret, when using the Service or any related sites or services. User may not infringe on the intellectual property rights of TIS or other authors whose works are available through the Service or the related sites or services.

1.4 Any improvements or modifications made by user to the Service or any TIS product or service are assigned to TIS without any further consideration beyond the license granted in §1.1.

1.5 Service and all related sites and services are intended for use in the United States and Canada only. Terms of Service are based on United States laws and are intended for use in the United States and Canada only.

2. Use of Services.

2.1 TIS will ask for details about User in order to sign up for an account. The information required for use of the Services may include User’s name, address, phone number, and e-mail address. SMS reserves the right to alter the personal details required for use of the Services at any time. User agrees to provide SMS with accurate information when signing up to use the Services.

2.2 User is solely responsible for ensuring the security of their login information and password. User must notify TIS of any unauthorized use of their account or account information.

3. Plan Selection

3.1 Upon starting the program after the trial period, you are directed to select a plan based on the maximum expected of items in inventory. If in a 30-day period, your inventory exceeds your plan for 15 of those days, your plan will be upgraded automatically on your next billing cycle.

4. Warranties.

4.1 Except as expressly provided otherwise in a written agreement between User and TIS or User and a third party with respect to such party's materials or services, this Site, and all Materials and Services accessible through this Site are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. User assumes all risks associated with use of these services.

4.2 In no event, including, without limitation, negligence, shall TIS, its subsidiaries, affiliates, agents, officers, directors, employees, partners, or suppliers be liable to you or any third party for any special, punitive, incidental, indirect, or consequential damages of any kind, or any damages whatsoever, including, without limitation, those resulting from loss of use, data, or profits, whether or not TIS has been advised of the possibility of such damages, and on any theory of liability, arising out of or in connection with the use of or the inability to use the Service, Services, any unauthorized access to or alteration of your transmissions or data, any information that is sent or received or not sent or received, any failure to store or loss of data, files, or other content, any Services available through the Service that are delayed or interrupted, or any website referenced or linked to or from this Service.

4.3 TIS is not responsible for any loss User may incur through misuse of the Services, failure to abide by these Terms and Conditions, or failure to comply with the instructions of TIS or any TIS employee or agent.

4.4 User will indemnify, hold harmless, and defend TIS and its managers, officers, members, employees, agents, attorneys, successors and assigns from and against any and all claims, demands, actions, losses, liabilities, damages, and expenses of every nature and kind whatsoever, including, but not limited to, penalties, fines, assessments, interest, travel expenses, court costs, and actual attorneys' fees, asserted against, imposed upon or incurred by TIS arising out of or in any way connected with this Agreement. This provision shall survive the termination of this Agreement.