

AAA CLUB ALLIANCE INC. WEBSITE TERMS OF USE

Updated June 17, 2019

These Terms of Use govern your use of the websites, online interfaces and other properties (e.g., mobile applications) owned and controlled by AAA Club Alliance Inc. (dba AAA Mid-Atlantic, AAA Allied Group, and AAA Oklahoma/South Dakota) and its affiliates and subsidiaries (a list is available at AAA.com/Affiliates) (collectively, "AAA Club Alliance," "we," "us" or "our") (collectively, the "Site"). These Terms of Use constitute a legally binding agreement between you and AAA Club Alliance; please read them carefully. BY USING THE SITE, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE, AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU ARE NOT AUTHORIZED TO USE THE SITE.

The Effective Date of these Terms of Use is set forth at the top of this webpage. We reserve the right to change these Terms of Use from time to time in our discretion. Changes will be posted to this webpage. When we make any changes, we will post the effective date of the update on these Terms of Use. We encourage you to return to this webpage frequently so that you are aware of our current Terms of Use. Your continued use of the Site after the Effective Date of any Update constitutes your acceptance of the amended Terms of Use. The amended Terms of Use supersede all previous versions.

Binding Arbitration. These Terms of Use provide that all disputes between you and AAA Club Alliance will be resolved by BINDING ARBITRATION. ACCORDINGLY, YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT (INCLUDING IN A CLASS ACTION PROCEEDING) to assert or defend your rights under these Terms of Use (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury and your claims cannot be brought as a class action. Please review the Section below entitled, "Dispute Resolution; Arbitration Agreement" for the details regarding your agreement to arbitrate any disputes with AAA Club Alliance.

1. Copyright and Trademark Information

The Site, and all of the information, files, documents, text, photographs, images, audio, video, Trademarks and other materials which it contains (collectively, the "Content") are the property of AAA Club Alliance or its licensors, as applicable. The trademarks, logos and service marks (the "Trademarks") displayed on the Site are the property of the American Automobile Association, AAA Club Alliance or other parties, and consists of registered or unregistered Trademarks. The Site and Content are protected by United States and international copyright and trademark laws. You should presume that everything on the Site is copyrighted unless otherwise noted. The Content and the Trademarks may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except as specifically provided in these Terms of Use or for purposes approved in writing by AAA Club Alliance and/or any third party we deem necessary. All rights not expressly granted herein are reserved to us and our licensors. AAA Club Alliance reserves the right to enforce its intellectual property rights through civil and criminal proceedings.

2. Use of AAA Club Alliance Content; Downloading; Security and Restrictions

We authorize you to view or download or copy the Content on the Site solely for your personal, non-commercial use if you do not remove the copyright and other proprietary rights notices that are contained in the Content. Any copy you make and distribute for any purpose must also include these Terms of Use. You may not copy, distribute, sell, modify, transmit, create derivative works of, reproduce, publish or use, in whole or in part, any Content except for purposes explicitly authorized by these Terms of Use or approved in writing by AAA Club Alliance or any third party we deem necessary. Content and features are subject to change or termination without notice, in our editorial discretion.

You are prohibited from violating or attempting to violate the security of the Site, including, without limitation, by (a) accessing data not intended for your use or logging onto a server or an account for which your use or access is not authorized; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) accessing or using the Site or any portion thereof without authorization; or (d) introducing any viruses, Trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.

You agree not to:

- Use the Site in any way that violates any applicable federal, state, local or other applicable law or regulation;
- Use the Site to engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined by us, may harm AAA Club Alliance or users of the Site or expose us or them to liability;
- Use the Site in any manner that could disable, overburden, damage, or impair the Site or interfere with any other party's use of the Site;
- Use any robot, spider or other automatic device, process or means to access the Site for any purpose, including monitoring or copying any of the material on the Site;
- Modify, disassemble, reverse compile or reverse engineer any part of the Site;
- Use any manual process to monitor or copy any of the material on the Site or for any other unauthorized purpose without our prior written consent;
- Use any device, software or routine that interferes with the proper working of the Site; or
- Otherwise attempt to interfere with the proper working of the Site.

AAA Club Alliance may change, suspend or discontinue the Site, including the availability of any Content for any reason.

In the event access to the Site or a portion thereof is restricted to members or authorized users by requiring a user ID and password ("Protected Areas"), you agree to access Protected Areas using only your user ID and password. You agree to protect the confidentiality of your user ID and password, and not to share or disclose your user ID or password to any third party. You agree that you are fully responsible for all activity occurring under your user ID. Your access to the Site may be revoked by AAA Club Alliance at any time with or without cause. You agree to defend, indemnify and hold us, our officers, managers, directors, employees, affiliates, agents, attorneys, representatives and members harmless from any and all losses, damages, liabilities,

claims, demands, suits, or causes of action (including reasonable attorneys' fees and costs) arising from your breach of these Terms of Use or violation of applicable law, your use of, or access to, the Site, or access to the Site by anyone using your user ID and password.

If you violate any of these Terms of Use, your permission to use the Site and Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

3. Products and Services

If you make a purchase through our online store, the goods and/or services AAA Club Alliance will provide to you are described in our online store and your order form at check out. All purchases or attempts to purchase goods through the Site are governed by these Terms of Use and any additional terms provided by AAA Club Alliance regarding the particular goods or services purchased by you. We do not imply in any way that the materials on the Site or the materials and products we discuss are available or are for use outside of the United States, or in any jurisdictions in which we are not licensed to do business, or that we are soliciting business in any such jurisdictions. By completing an on-line request for a rate quote, you are confirming that you are not a resident in any such jurisdiction. If you are interested in a particular product or service, you should contact the local AAA Club Alliance office to find out whether the service or product is available in your jurisdiction. With respect to insurance purchased through AAA Club Alliance, your insurance policy, not the statements on the Site, form the contract between the insured and the company issuing the policy.

(a) Accuracy and Integrity of Information; Colors

Although AAA Club Alliance attempts to ensure the integrity and accurateness of the Site, it makes no representations, warranties or guarantees whatsoever as to the correctness or accuracy of the Site and Content thereon. It is possible that the Site could include typographical errors, inaccuracies or other errors, and that unauthorized additions, deletions and alterations could be made to the Site by third parties. In the event that an inaccuracy arises, please inform AAA Club Alliance so that it can be corrected. Information contained on the Site may be changed or updated without notice.

We have used reasonable efforts to accurately display the image, colors and appearance of the products that are available on the Site. However, as the actual image, appearance and colors you see will depend on your monitor, we cannot guarantee that your monitor's display of any image, color or appearance will be accurate.

(b) Typographical Errors and Incorrect Pricing

In the event a product or service is listed at an incorrect price due to typographical error or error in pricing information received from our suppliers, we shall have the right to refuse or cancel any orders placed for the product or service listed at the incorrect price. We shall have the right to refuse or cancel any such orders whether or not the order has been confirmed and your credit or debit card charged. If your credit or debit card has already been charged for the purchase and your order is canceled, we shall promptly issue a credit to your credit or debit card account in the amount of the incorrect price.

(c) Order Acceptance

We reserve the right, at our sole discretion, to refuse to accept or cancel any order for any or no reason, with or without cause. Some situations that may result in your order being canceled include limitations on quantities available for purchase, inaccuracies or errors in product or pricing information, or adherence to our fraud avoidance policies. We may also require additional verifications or information before accepting any order. We will contact you if all or any portion of your order is canceled or if additional information is required to accept your order. If your order is canceled after your credit or debit card has already been charged, we shall promptly issue a credit to your credit or debit card account in the amount of the charge.

4. Online Payments

We accept credit and debit cards issued by U.S. banks and other payment and billing methods that may be designated by AAA Club Alliance at the time of purchase. If a credit or debit card account is being used for a transaction, we may obtain preapproval for an amount up to the amount of the payment. You represent and warrant that if you are making online payments that (a) any credit card, debit card and bank account information you supply is true, correct and complete, (b) charges incurred by you will be honored by your credit/debit card company or bank, (c) you will pay the charges incurred by you in the amounts posted, including any applicable taxes, and (d) you are the person in whose name the card was issued and you are authorized to make a purchase or other transaction with the relevant credit card and credit card information.

5. User Generated Content, Reviews, Feedback and other Postings to the Site

If you submit, upload or post any comments, questions, ideas, suggestions, submissions, information, files, videos, images or other materials to us or the Site ("User Generated Content"), it will be treated as non-confidential and non-proprietary. You agree not to provide any User Generated Content that (a) is defamatory, vulgar, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (b) violates or infringes the privacy, copyright, trademark, trade dress, trade secrets or intellectual property rights of any person or entity, (c) contains advertising, promotion or solicitations, or contains hyperlinks to sites that violate the Terms of Use; or (d) contains or transmits a virus or any other harmful component. As a general rule, you should avoid sharing Personal Information in online forums. You represent and warrant to AAA Club Alliance that you have the legal right and authorization to provide all User Generated Content to AAA Club Alliance for the purposes and AAA Club Alliance's use as set forth herein. AAA Club Alliance shall have a fully paid, royalty-free, non-exclusive, unrestricted, irrevocable, sub-licensable, transferable right and license to use the User Generated Content however AAA Club Alliance desires, including without limitation, to reproduce, prepare derivative works of, distribute, publicly perform, publicly display, and otherwise copy, modify, delete in its entirety, adapt, publish, translate, and sell such User Generated Content and/or incorporate such User Generated Content into any form, medium or technology except for information covered by the Privacy Policy. AAA Club Alliance is and shall be under no obligation (i) to maintain any User Generated Content in confidence; (ii) to pay to you any

compensation for any User Generated Content; or (iii) to respond to any User Generated Content.

AAA Club Alliance does not regularly review posted User Generated Content, but does reserve the right (but not the obligation) to monitor and edit or remove any User Generated Content submitted to the Site. You grant AAA Club Alliance the right to use the name that you submit in connection with any User Generated Content. You agree not to use a false email address, impersonate any person or entity, provide Personal Information which you are not specifically permitted to provide, or otherwise mislead as to the origin of any User Generated Content. You are and shall remain solely responsible for the content of any User Generated Content you make. AAA Club Alliance and its affiliates take no responsibility and assume no liability for any User Generated Content submitted by you or any third party.

You agree to defend, indemnify and hold us, our officers, managers, directors, employees, affiliates, agents, attorneys, representatives and members harmless from any and all losses, damages, liabilities, claims, demands, suits, or causes of action (including reasonable attorneys' fees and costs) arising from any User Generated Content you post or allow to be posted to the Site.

6. Links to Other Sites

From time to time we may provide links to third party websites and services that we think may be of interest to you. AAA Club Alliance makes no representations whatsoever about any other website that you may access through this Site. When you access a non-AAA Club Alliance website, please understand that it is independent from AAA Club Alliance, and that AAA Club Alliance has no control over the content on that website. In addition, a link to a non-AAA Club Alliance website does not mean that AAA Club Alliance endorses or accepts any responsibility for the content, or the use, of the linked website. It is up to you to take precautions to ensure that whatever you select for your use or download is free of such items as viruses, worms, Trojan horses, and other items of a destructive nature. If you decide to access any of the third party websites linked to this Site, you do this entirely at your own risk. You are advised to read the terms of use and privacy notice of any third party websites to which you connect when using the Site.

7. Links to Our Site

Unless otherwise set forth in a written agreement between you and AAA Club Alliance, you agree not to create a hyperlink from any other site to our Site unless you obtain our written permission, and you must adhere to AAA Club Alliance's linking policy as follows: (i) any link to the Site must be a text only link clearly marked "AAA Club Alliance" or the name of the appropriate affiliate; (ii) the appearance, position and other aspects of the link may not damage or dilute the goodwill associated with AAA Club Alliance or AAA/CAA names and trademarks; (iii) the appearance, position and other attributes of the link may not create the false appearance that your organization or entity is sponsored by, affiliated with, endorsed by or associated with AAA Club Alliance; (iv) when selected by a user, the link must display this website on full-screen and not within a "frame" on the linking website; and (v) AAA Club Alliance reserves the right to revoke its consent to the link at any time and in its sole discretion.

8. Disclaimer of Warranties and Limitation of Liability

AAA CLUB ALLIANCE DOES NOT WARRANT THAT ACCESS TO OR USE OF THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THIS SITE, INCLUDING ANY CONTENT CONTAINED WITHIN IT, IS PROVIDED "AS IS," WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT. AAA CLUB ALLIANCE DOES NOT WARRANT THE ACCURACY, COMPLETENESS OR TIMELINESS OF THE INFORMATION OBTAINED THROUGH THE SITE.

YOU ASSUME TOTAL RESPONSIBILITY AND RISK FOR YOUR USE OF THIS SITE, CONTENT, AND LINKED WEBSITES. AAA CLUB ALLIANCE DOES NOT WARRANT THAT FILES AVAILABLE FOR DOWNLOAD WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER DESTRUCTIVE PROGRAMMING. YOU ARE RESPONSIBLE FOR IMPLEMENTING PROCEDURES SUFFICIENT TO SATISFY YOUR NEEDS FOR DATA BACK UP AND SECURITY.

AAA CLUB ALLIANCE AND ANY THIRD PARTIES MENTIONED ON THIS SITE ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA, OR BUSINESS INTERRUPTION) ARISING OUT OF OR RELATING IN ANY WAY TO THE SITE, CONTENT, OR ANY LINKED WEBSITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY AND WHETHER OR NOT AAA CLUB ALLIANCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, CONTENT, OR ANY LINKED WEBSITE IS TO STOP USING THE SITE. TO THE EXTENT ANY ASPECTS OF THE FOREGOING LIMITATIONS OF LIABILITY ARE NOT ENFORCEABLE, THE MAXIMUM LIABILITY OF AAA CLUB ALLIANCE TO YOU WITH RESPECT TO YOUR USE OF THIS SITE, CONTENT, OR ANY LINKED WEBSITE IS ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS APPLY EVEN IF THE REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE.

Any claims arising in connection with your use of the Site, any Content or any linked website must be brought within one (1) year of the date of the event giving rise to such action occurred

9. Indemnification

By using the Site, you agree to defend, indemnify and hold us, our officers, managers, directors, employees, parents, subsidiaries, insurers, affiliates, agents, attorneys, representatives and members harmless from any and all losses, damages, liabilities, claims, demands, suits, or causes of action (including reasonable attorneys' fees and costs) arising from your use or misuse of the Site.

10. Dispute Resolution; Arbitration Agreement

We will try work in good faith to resolve any issue you have with the Site if you bring that issue to our attention. Nevertheless, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

Any dispute or claim relating in any way to your use of the Site will be resolved by binding arbitration. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Terms of Use as a court would. To begin an arbitration proceeding, either party must send a letter requesting arbitration and describing the claim to the other party. If you are sending an arbitration request letter to AAA Club Alliance, such letter shall be sent to: AAA Club Alliance Inc., One River Place, Wilmington, DE 19801, Attn: Legal Department or by e-mail to AAALegal@aaamidatlantic.com. The arbitration will be conducted by one mutually acceptable arbitrator through the American Arbitration Association under its rules, including the AAA's Supplementary Procedures for Consumer-Related Disputes. The American Arbitration Association's rules are available at www.adr.org or by calling 1-800-778-7879. The arbitration, if in person, will be conducted in Wilmington, Delaware. Payment of all filing, administration and arbitrator fees will be governed by the American Arbitration Association rules. In addition, YOU AND AAA CLUB ALLIANCE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING OR AS A PRIVATE ATTORNEY-GENERAL. YOU EXPRESSLY WAIVE ANY RIGHT YOU MAY HAVE TO BRING A CLAIM AS A PLAINTIFF OR AS A MEMBER IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. Further, unless both you and AAA Club Alliance agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this arbitration agreement is found to be unenforceable, then exclusive jurisdiction and venue for any claims will be in state or federal courts in the State of Delaware. You further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Delaware in connection with any such claim. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. You and AAA Club Alliance both agree that you or AAA Club Alliance may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

11. Governing Law

All matters relating to the Site and these Terms of Use shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions.

12. Waiver

No waiver of by the AAA Club Alliance of any term or condition set forth in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the AAA Club Alliance to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

13. Severability

If any provision of these Terms of Use is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition.

14. Complete Agreement

These Terms of Use and our [Privacy Policy](#) constitute the entire agreement between you and us with respect to the use of the Site and Content.

15. Survival

The provisions of these Terms of Use which by their nature should survive the termination of these Terms of Use shall survive such termination.

16. Contact Information

Please send all questions, comments and notices regarding these Terms of Use to:

AAA Club Alliance Inc.
One River Place
Wilmington, DE 19801
Attn: Legal Department

Phone: [1-800-763-9900](tel:1-800-763-9900)

Email: AAALegal@aaamidatlantic.com