

Click to Buy Terms of Service

Effective Date: December 1, 2020

We are offering the Service solely as a convenience to you to facilitate your location of and purchase of tires from Pirelli dealers and distributors. By clicking on the “Buy” button, you accept these Terms. By clicking on the “Buy” button, you acknowledge that you have read, understand, and agree to be bound by, without limitation or qualification, these Terms and that you agree to follow all applicable laws and regulations. If you do not agree to these Terms, you will not be able to use the Service. All rights that are not expressly granted under these Terms are reserved by us and our licensors or third party providers. You may use the Service for your own personal, non-commercial use. Please read these terms carefully.

THESE TERMS INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION IN SOME SITUATIONS, WHICH MEANS THAT YOU MAY HAVE TO SUBMIT ANY DISPUTE RELATED TO THESE TERMS OR THE SITE OR SERVICE TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. THE ARBITRATION PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. YOU MAY OPT OUT OF THE AGREEMENT TO MANDATORY ARBITRATION WITHIN 30 DAYS OF YOUR AGREEMENT TO THESE TERMS BY FOLLOWING THE PROCEDURES SET FORTH IN SECTION II.G. Please see Section I.G for more information.

Section I. Summary of Terms.

We want to highlight a few important points about these Terms that are explained in more detail in Section 0. However, this is only a summary of major points to make you aware of certain terms. You need to read all of these Terms prior to using the Service.

- **Any purchases made from a third party dealer or distributor are between you and the dealer or distributor, under terms and conditions and privacy policies of such dealer or distributor, and not between you and us. We are only helping you find products and making it easier to buy them from a dealer as a convenience for you.**
- **We limit our liability to you.**
- **We disclaim all warranties and representations of any kind regarding the Service. What this means is we provide them to you “as-is” and you should carefully consider relying on them.**
- We update these Terms from time to time for different reasons. Please check these terms regularly. When we update these Terms, we will prove update the “Effective Date” above.
- Some services or products we or third parties provide may have additional or separate terms. Please be sure to review those terms before agreeing to anything.

- We require you to indemnify us and other parties related to us and hold us and those related parties harmless for any third party claims related to your use of the Service and/or your violation of these Terms.
- Our privacy practices and how we collect, use, and share the information you make available to us through the Site and Service is contained in our privacy policy, which can be found [here](#).

Definitions

- **“Device”** means your smartphone, computer, tablet or other electronic or mobile device.
- **“Pirelli”** means Pirelli Tire LLC and/or its affiliates
- **“Service”** means the online service made available on the Site which provides you with tire selection and location of dealers to help facilitate your purchase of tires from a dealer or distributor through a dealer or distributor’s website.
- **“Site”** means the web site through which the Service is made available to you by or on behalf of Pirelli under these Terms.
- **“Y/you” or “Y/your”** means the person accepting these Terms as set forth below in Section **Errore. L'origine riferimento non è stata trovata.**
- **“Terms”** means these Terms of Service.
- **“W/we”, “O/our”, and “U/us”** means Pirelli.

Section II. General Terms Applicable to The Service

A. Scope. The general terms of Section 0 and this Section 0 apply to your use of all of the features of the Service. Please also note that the Service may link to other applications, websites, and/or services that we or third parties, including, for example, a third party dealer or distributor, provide and are subject to separate terms. Please ensure that you review these Terms and any other terms prior to using any application, website, or service.

B. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE ARE NOT RESPONSIBLE FOR ANY FAILURES CAUSED BY SERVER ERRORS, MISDIRECTED OR REDIRECTED TRANSMISSIONS, FAILED INTERNET CONNECTIONS, INTERRUPTIONS OR FAILURES IN THE TRANSMISSION OF DATA, ANY COMPUTER VIRUS, ACTS OR OMISSIONS OF THIRD PARTIES THAT DAMAGE THE NETWORK, DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN ANY SITE OR SERVICE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY TRANSACTIONS BETWEEN YOU AND ANY THIRD PARTY, INCLUDING ANY THIRD PARTY DEALER OR DISTRIBUTOR, OR OTHERWISE IN CONNECTION WITH YOUR RELATIONSHIP WITH A THIRD PARTY DEALER OR DISTRIBUTOR.

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, OR ANY OTHER DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE, MISUSE, RELIANCE OF OR INABILITY TO USE THE SERVICE OR ANY MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, AND SERVICE ON OR AVAILABLE THROUGH THE SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, SO THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED FIVE DOLLARS (\$5.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE TERMS REGARDING LIMITS ON LIABILITY AND VOLUNTARY SUBMISSIONS SHALL SURVIVE THE TERMINATION OF THESE TERMS, AND SHALL REMAIN IN EFFECT INDEFINITELY.

YOU CONSENT TO THE COLLECTION, USE, AND TRANSFER TO THIRD PARTY DEALERS AND DISTRIBUTORS OF THE INFORMATION DESCRIBED IN THIS PRIVACY POLICY AND RELEASE US AND THE THIRD PARTY DEALERS AND DISTRIBUTORS FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE COLLECTION, USE, AND TRANSFER OF THIS INFORMATION.

C. Disclaimer of Warranties. USE OF THE SERVICE IS AT YOUR SOLE RISK AND THE ENTIRE RISK AS TO SATISFACTORY DEALER OR DISTRIBUTOR SELECTION, TIRE AND FITMENT SELECTION, QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND ALL RELATED MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. WE HEREBY DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICE AND ALL RELATED MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, AND SERVICE, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PROVIDER PARTY OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY. WITHOUT LIMITATION, WE MAKE NO WARRANTY OR GUARANTEE THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

D. Changes to Terms. We reserve the right to change these Terms at any time, which will be indicated by the effective date at the top of these Terms. It is your responsibility to review these Terms frequently and remain informed about any changes to them, so we encourage you to visit this page often. These Terms take precedence over any previous terms of use that we have issued related to the Service and your continued use of the Service constitutes your acceptance of the most recent version of these Terms.

E. Other Terms. Additional or different terms, conditions, and notices may apply to specific materials, information, products, software, and services offered through the Service. In the event

of any conflict, such additional or different terms, conditions, and notices will prevail over these Terms. Please review any other applicable terms, conditions, or notices.

F. Indemnity and Hold Harmless. In consideration of our provision of the Service to you and the rights granted to you in these Terms, to the maximum extent allowable by law and unless prohibited by law, you agree to indemnify Pirelli, its parent, subsidiaries, affiliates, licensors, service providers, and contractors as well as their respective employees, officers, directors, and agents (collectively “Indemnified Parties”) and hold Indemnified Parties harmless from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, interest, additional taxes, demands, and expenses, including reasonable legal fees and expenses, of any kind or nature arising out of, in connection with, on account of, or resulting from, any third party claim or demand made to or against any Indemnified Party(ies): (1) arising out of your access to or use of the Service including any of their features or other services; (2) arising out of your failure to comply with these Terms; (3) relating to the inaccuracy or untruthfulness of any representation or warranty that you made under these Terms; (4) arising out of any activities of anyone other than you in connection with the Service conducted through your Device; (5) arising out of access to or use of, or inability to access or use, any of the Service through your Device; (6) arising out of any of your other activities under or in connection with these Terms or the Service; or (7) arising out of your negligence, fraud, or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and, in such case, you will agree to cooperate with our defense of such claim.

G. Arbitration. ARBITRATION CLAUSE—IMPORTANT— PLEASE REVIEW—AFFECTS YOUR LEGAL RIGHTS.

1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
2. IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
3. DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any dispute, claim, or controversy arising out of or relating to these Terms, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of these Terms to arbitrate, or relating to any Service shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action in accordance with this Section (the “Arbitration Clause”). If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations, and its applicable rules, to conduct the arbitration: JAMS (800 352-5267, www.jamsadr.com), the American Arbitration Association (800 778-7879, www.adr.org), or any other organization subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statutes of limitation. Unless applicable law provides otherwise, the arbitration hearing shall be conducted in the federal district in which you reside. We will pay your filing, administration, service and case management fee, your arbitrator and hearing fee and any arbitration appeal fees you incur all up to a maximum of \$5,000, unless the law requires us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims are frivolous under applicable law. Each party shall be responsible for its own attorney, expert, and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this clause, then the provisions of this clause shall control. The arbitrator's award shall be final and binding on all parties, except that you may appeal any arbitrator's award pursuant to the rules of the arbitration organization, and we may only appeal an award against us exceeding \$100,000. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, and we agree to reimburse your filing fees for such proceedings. You also retain the right to seek individual injunctive relief in court. Neither you nor we waive the right to arbitrate by filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination of these Terms.

You can opt out of this arbitration provision within 30 days of the date that you agreed to these Terms. To opt out, you must send your name, residence address, email address or phone number, and a clear statement that you want to opt out of this arbitration agreement to: [legal.na@pirelli.com].

If any part of this Arbitration Clause, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

H. Our Privacy Practices. You can view a copy of our privacy policy [here](#), which explains our privacy practices explaining our collection, use, and sharing of your information through or in connection with our Site and Service. The privacy policy is incorporated into and made a part of these Terms by this reference, and governs our use of your information and/or any information you submit or otherwise make available to us by accessing and using the Site and/or Service. Subject to our privacy policy, we collect information regarding your product selections and certain personal information through the Service and may share it with our dealers and distributors. Additionally, our dealers and distributors may share with us certain information about you and your transaction with such dealer or distributor.

I. Intellectual Property Rights. The contents of the Site, and Service including, but not limited to, the text, images, and video contained in the Site and Service and their arrangement are the property Pirelli. All trademarks, logos and service marks used or referred to in the Site (collectively, "Trademarks") are the property of their corresponding owners.

You cannot use the Trademarks displayed on the Site or Service, or any other content on or available through the Site or Service, except as we clearly allow you to in these Terms. You cannot copy, reverse engineer, reproduce, republish, upload, post, transmit, or distribute the Site or Service or any of the content provided in or through the Site or Service, including, but not limited to, text, images, buttons, html code, audio and video, without our prior written permission. You cannot mirror, scrape, or deep link any of the content from the Site on another website or in any other media. You may, however, download, display, and/or print one copy of the Site, or a part of the Site, for your personal, non-commercial use as long as you do not modify the content displayed from the Site, including all copyright, trademark, and other proprietary notices.

If we or a third party service provider make any software, application or other materials available for you to download, access, or other use from the Site or Service, and they include their own license terms, conditions, and notices, those software, applications, and other materials will be governed by their own terms, conditions, and notices. When you download, access, or use that separate content, you agree to those terms, conditions, and notices and you agree to be legally bound by them.

All videos are our copyrighted material and should not be copied, edited, or reproduced without our permission.

Except for this limited permission, we do not grant you any express or implied rights or licenses under any patents, trademarks, copyrights, or other proprietary or intellectual property rights. We reserve the right to enforce our intellectual property rights to the fullest extent of the law.

J. Term and Termination. These Terms become effective when you use the Service and shall remain in effect until your use of the Service is terminated. You may terminate your access to the Service at any time in accordance with any specific procedure set forth in these Terms, or if no specific procedure is provided, by discontinuing use of the Service. Your failure to comply with these Terms will result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession or control. We reserve the right to terminate these Terms at any time if you violate these Terms or we reasonably believe your use of the Service violates these Terms. Upon termination, you will no longer have a right or license to access or use the Service and you must immediately destroy all copies of downloaded materials in your possession or control. The portions of these Terms affecting limits on liability, arbitration, and voluntary submissions will survive the termination of these Terms and continue to be in force.

K. Links to External Sites and Services. The Service may contain links to and from third party websites, applications, and services. Any purchases made from a third party dealer or distributor are between you and the dealer or distributor, under terms and conditions and privacy policies of such dealer or distributor, and not between you and us. We are only helping you find products and making it easier to buy them from a dealer as a convenience for you. We make no representations whatsoever about any other website, applications, or services that you may access from or through the Service. We are not responsible for the privacy notices or content from those websites, applications, and services. We expressly deny any liability whatsoever for use of such websites, applications, and services. The content, accuracy, opinions expressed and other links provided by these resources. It is up to you to take precautions to ensure that whatever you select for your use is free from viruses and meets your needs.

L. Use of the Service. Your use of the Service, including but not limited to requesting or using the Service, must comply with all applicable federal, state, and local law, rules and regulations. You are prohibited from transmitting, providing or introducing any content into the Service, or through the Service into other systems related to the Service, that (1) infringes any third party intellectual property, publicity or privacy rights; (2) violates any applicable law, rule, or regulation; (3) is defamatory, obscene, profane, false, threatening, pornographic, inappropriate, fraudulent, deceptive, or unprofessional; (4) creates a nuisance for our service providers, business, or other customers of the Service; (5) contains any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, secretly intercept, or expropriate any system, or any data or personal information from or through any software or hardware associated with the Service or any vehicle; (6) attempts to gain unauthorized access to our computer networks; (7) violates these Terms; or (8) is otherwise tortious or criminal. We do not generally make editorial determinations about your transmissions or any content you may provide through the Service. However, we reserve the right to take any actions we deem necessary or appropriate to minimize any liability to us arising from your transmissions, any content you provide, your use of the Service, or to otherwise preserve our relationships with our service providers (including Internet access providers). We will cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting any such information or content or as otherwise stated in any additional applicable terms. Additionally, we reserve the right to change, modify, remove, or restrict access to or use of any features, capabilities, or components of the Service or to completely remove the Service in our sole discretion, at any time, and without notice or obligation to you. All information, specifications, photographs, and illustrations any publication provided with the Service are those in effect at the time of release. We reserve the right to change materials, specifications, or design, at any time, without notice and without obligation.

M. Third-Party Hardware, Services, and Sites. When you use the Service, you may need to use hardware, services, and applications that were not developed by us and are not under our control, such as your Device, the mobile network provided by your wireless service provider, your Device's browser, email, and SMS programs, dialer, and other applications. We cannot assure you that these third party hardware, services, and applications will work correctly with the Service and we expressly deny any liability related to the involvement and interaction with these third party hardware, services, and applications.

N. Use by Children. The Service is not intended for children under 13 years of age, and we do not knowingly collect personal information from children under 13. If we learn we have

collected or received personal information from a child under 13 without verification of parental consent, we will delete that information. If you believe we might have any information from or about a child under 13, please contact us at privacy@Pirelli-usa.com or at 1-800-456-NMAC.

O. Governing Law and Local Law Considerations. By using the Service, and by agreeing to these Terms, regardless of where you live or are located in the world, you consent any claims relating to the information, services or products made available through the Service will be governed by the laws of the State of Georgia, U.S.A., excluding the application of its conflicts of law rules. Subject to the terms in Section I.G above, you agree that venue for all actions, relating in any manner to these Terms, shall be in a federal or state court of competent jurisdiction located in the State of Georgia. Laws in some communities may restrict the use of certain features of the Service. Please check local regulations for any requirements or restrictions on the use of the features in the Service.

P. Contact Us. You can contact us by calling us at 1-800-PIRELLI (800-747-3554); writing us at consumer.affairs@pirelli.com; or by any other means specified in a communication received from us.

Q. Miscellaneous. These Terms, including any other terms, conditions, and notice you may have agreed to separately, constitute the entire legal agreement between you and Pirelli and governs your use of the Service and completely replaces any prior agreements between you and Pirelli in relation to the Service. The English language version of these Terms will control and translations, if any, are non-binding and for reference only. There is no fiduciary relationship between you and us. These Terms do not create any relationship of principal and agent, partnership, joint venture, or employer and employee, between you and us. You may not enter into any contract on our behalf or bind us in any way. If any part of these Terms is deemed by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then that part will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions. We may assign these Terms or any part of them without restriction or condition. You may not assign these Term's without our prior written consent. Our failure to enforce the strict performance of any provision of these Terms will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of these Terms. You also agree that monetary damages would be inadequate for such harm and consent to our obtaining any injunctive or equitable relief that we deem necessary or appropriate. These remedies are in addition to any other remedies we may have at law or in equity.