

# **1 TERMS OF USE**

## **1. Acceptance of Terms**

Welcome to WheelTireUSA (“Company,” “we,” “us,” or “our”). By accessing or using our website (the “Site”), you agree to comply with and be bound by these Terms of Use.

If you do not agree, you must discontinue use of the Site immediately.

You represent that you are at least 18 years old or the legal age of majority in your jurisdiction.

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## **2. Website Access & Permitted Use**

You may use this Site solely for lawful purposes and personal or commercial shopping.

You agree not to:

- Use the Site for fraudulent purposes
- Attempt to interfere with website security
- Use automated systems (bots, scraping tools, etc.) without permission
- Misrepresent your identity or vehicle information

We reserve the right to suspend or terminate access at our discretion.

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## **3. Intellectual Property**

All content on the Site — including logos, images, product descriptions, videos, text, graphics, and software — is owned by or licensed to WheelTireUSA.

You may not reproduce, distribute, modify, or commercially exploit any content without written permission.

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## 4. Product Information Disclaimer

We strive to ensure accuracy; however:

- Fitment information is based on data provided by customers and third parties.
- Compatibility is not guaranteed.
- Customers are responsible for verifying fitment before installation.

We are not liable for damages resulting from incorrect vehicle information provided by users.

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## 5. Third-Party Links

Our Site may contain links to third-party websites. We are not responsible for the content, policies, or practices of third parties.

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## 6. Limitation of Liability

To the maximum extent permitted by law, WheelTireUSA shall not be liable for:

- Indirect or consequential damages
- Loss of profits
- Business interruption
- Website downtime

Your use of the Site is at your own risk.

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## 7. Changes to Terms

We may update these Terms of Use at any time. Continued use of the Site constitutes acceptance of any modifications.

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# **2** TERMS AND CONDITIONS OF SALE

These Terms govern all purchases made through WheelTireUSA.

## 1. Order Acceptance

Your order constitutes an offer to purchase. We may refuse or cancel orders due to:

- Pricing errors
- Product availability
- Suspected fraud
- Incorrect vehicle information

Orders are accepted only upon shipment.

## 2. Pricing

- Prices are subject to change without notice.
- Taxes and shipping charges are calculated at checkout.
- We reserve the right to correct pricing errors.

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## 3. Payment

We accept major credit cards and approved financing/payment providers listed at checkout.

You represent that you are authorized to use the payment method submitted.

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## **4. Shipping & Risk of Loss**

Title and risk of loss transfer to you when the product is delivered to the carrier.

Delivery dates are estimates only.

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## **5. Returns & Refunds**

- Returns must be requested within 30 days of delivery.
- Products must be new, unused, and in original packaging.
- Mounted, installed, or driven-on products are non-returnable.
- Custom-built or made-to-order wheels are non-cancellable and non-returnable.
- Clearance items are final sale.

Return Authorization (RA) approval is required prior to return.

Restocking fees may apply depending on brand.

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## **6. Warranty Disclaimer**

Products are covered by manufacturer warranties only.

WheelTireUSA provides no independent warranties and sells products “AS IS” except where prohibited by law.

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## 7. Limitation of Liability

Our total liability shall not exceed the amount paid for the product in dispute.

We are not liable for indirect, incidental, or consequential damages.

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## 8. Dispute Resolution

All disputes shall be resolved through binding arbitration on an individual basis.

Class actions and jury trials are waived.

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# **3** **PRIVACY POLICY**1. Information We Collect

We may collect:

- Name
  - Email address
  - Billing & shipping address
  - Phone number
  - Payment information
  - Vehicle information
  - IP address and browsing data
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## 2. How We Use Information

We use your information to:

- Process orders
  - Provide customer support
  - Improve website performance
  - Prevent fraud
  - Send marketing communications (if opted-in)
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### **3. Sharing Information**

We may share data with:

- Payment processors
- Shipping carriers
- Marketing service providers
- Analytics providers

We do not sell personal data in the traditional sense.

### **4. Cookies & Tracking**

We use cookies to:

- Improve website functionality
- Analyze traffic
- Personalize content

- Provide targeted advertising

You can manage cookie preferences through your browser.

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## 5. Data Security

We implement reasonable administrative, technical, and physical safeguards to protect personal information.

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## 6. Your Rights

Depending on your state or country, you may have rights to:

- Access your data
- Correct inaccurate data
- Request deletion
- Opt out of marketing communications

To submit a request, contact:

[privacy@wheeltireusa.com](mailto:privacy@wheeltireusa.com)

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# **4 CALIFORNIA CONSUMER PRIVACY ACT (CCPA) NOTICE**

For California Residents

Under the California Consumer Privacy Act (CCPA), California residents have the right to:

- Know what personal information we collect
- Request deletion of personal information
- Opt out of the sale or sharing of personal information
- Non-discrimination for exercising privacy rights

## Categories of Data Collected

- Identifiers (name, address, IP address)
- Commercial information (purchase history)
- Internet activity
- Geolocation data (approximate)

We do not sell personal information for monetary compensation.

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## Exercising Your Rights

To request access or deletion:

- Email: [privacy@wheeltireusa.com](mailto:privacy@wheeltireusa.com)
- Phone: +1(813)812-5257

We may verify your identity before processing requests.

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# **Do Not Sell or Share My Personal Information**

WheelTireUSA respects your privacy choices.

If you are a California resident and would like to opt out of the sale or sharing of your personal information for cross-context behavioral advertising, you may submit a request below.

## **How to Opt Out**

Email us at:

[privacy@wheeltireusa.com](mailto:privacy@wheeltireusa.com)

Include:

- Your full name
- Email address used on our Site
- State of residence
- “CCPA Opt-Out Request” in the subject line

We will confirm receipt and process your request within the timeframe required by law.

You will not be discriminated against for exercising your privacy rights.