

Terms & Conditions

Terms of Use and API License

Effective Date: August 27, 2024

Please read the following Terms of Use (“**Terms**”) carefully. These terms govern Your use of the websites and services of PGW Auto Glass, LLC, a Delaware limited liability company (together with its Affiliates (as defined below), “**PGWAG**”, “**our**”, “**we**”, or “**us**”), including ANY associated mobile applications offered by PGWAG as the APP developer (“**APP**”), official application programming interfaces offered by PGWAG (“**API**”), or other content, material, or functionality (collectively, the “**Services**”). By accessing, browsing, downloading, using, or registering for any content, material, or functionality contained in the Services, You acknowledge that You have read and understood these terms and that You accept and agree to be bound by them in full. As used herein, Affiliates of PGW Auto Glass, LLC consist of entities that directly or indirectly control, are controlled by, or are under common control with PGW Auto Glass, LLC. As used in this definition, the term "control" shall mean, with respect to any legal entity, the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such legal entity, whether through ownership of voting securities, by contract, or otherwise.

These terms may be changed from time to time as specified below. Your continued use of the Services after any such changes constitutes Your acceptance of these terms.

IF YOU DO NOT AGREE TO ABIDE BY THESE OR ANY FUTURE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THE SERVICES AND SHOULD DISCONTINUE ANY USE OF THE SERVICE, IN FULL OR IN PART.

ARBITRATION NOTICE: UNLESS YOU OPT-OUT AND/OR EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE ARBITRATION SECTION BELOW, YOU AGREE THAT DISPUTES BETWEEN YOU AND PGWAG WILL BE RESOLVED BY MANDATORY, BINDING ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASSWIDE ARBITRATION.

These Terms are a legal agreement between PGWAG and You (also referred to as “**You**” or “**Your**”) that governs the Services.

By using the Services, You authorize the collection of information about You, Your use of the Services, the device on which an associated APP is installed or from which You access the Services, and the use, transmission, processing, and storing of information as described in our Privacy Notice. A link to the Privacy Notice is available at the bottom of the relevant website.

- 1. Account Registration.** In order to use certain aspects of the Services You will need to log-in with a user account that You register for through the Services (“**Account**”). You agree to provide current, complete, and accurate Account information when You register for an Account and are responsible for keeping it up to date. You agree to keep Your log-in information confidential and not authorize any third party to use it or Your Account. You agree that we may attribute all use of Your Account to You, and that You are responsible for all activities that occur under Your Account. You agree to notify us immediately if You suspect any unauthorized use of Your Account, the Services, or any other breach of security. Depending on Your Account type or other criteria, Your Account may not have full access to all features or functionality available through the Services. You agree not to attempt to access any (if any) restricted features or functionality.
- 2. Eligibility.** You must be a resident of the United States, Mexico, or Canada and 18 years of age or older to use the Services. By registering for an Account, You certify that You are 18 years of age or older and a United States, Mexico, or Canadian resident.

3. License to Services. Conditioned on Your compliance with these Terms, PGWAG grants You a limited, personal, non-exclusive and nontransferable license to access and use the Services solely for Your personal, non-commercial use in connection with Your use of the Services. Additionally, if You (a) download, install and/or otherwise use an APP; (b) download or use API materials provided by PGWAG from time to time; or (c) interface with the Services to access or exchange data in any way, You are also subject to the APP End-User License (“EULA”) and/or “API Terms” set forth below, as applicable:

- **Mobile APP EULA.** Subject to the terms of this Agreement, PGWAG grants to You a personal, non-sublicensable, nonexclusive, nontransferable, limited license to download, install and use one or more of APPs, in object code form only, solely on a mobile device that is specifically supported by PGWAG for operation of the APP in question and owned or otherwise controlled by You solely for the internal business use of Your employer in connection you’re Your use of the Services as an end-user, for the duration of these Terms of Use.
- **API Package License.** Subject to the terms of this Agreement, PGWAG grants to You a personal, non-sublicensable, nonexclusive, nontransferable, limited license to use the API Package (as defined below) in accordance with the documentation supplied by PGWAG solely for Your internal business use specifically as further detailed below. You agree to use and otherwise act with respect to the API Package, and the information contained therein, only as specifically authorized herein. Use of the API Package will be strictly limited to using the information contained therein to develop interfaces to retrieve from PGWAG’s systems pricing and product availability data applicable to sales of PGWAG’s products to Your employer, only as specified in the API Package (the “API-Accessible Data”), solely for the purpose of storing, processing, assessing and displaying such customer-specific API-Accessible Data for You and Your end-users solely for Your internal business purposes, subject to the further terms and conditions as set forth below. You are solely responsible for testing any interface You develop using the API Package, to validate the data communicated via such interface and it is Your responsibility to ensure the proper and lawful use of such data. PGWAG makes no express warranty of data for Your purposes. As used herein, the “API Package” is the documentation and materials which provide the commands and methods to poll PGWAG’s specified systems for data regarding customer-specific pricing and product availability that PGWAG, at its sole discretion, makes available to a customer upon such customer’s request, on a case-by-case basis. You may not use API-Accessible Data for any purpose other than Your own internal business use, specifically for the sole purpose of displaying to Your Employer, You and Your Employer’s other employees (a) pricing information for products applicable to goods offered for sale by PGWAG to Your employer; and (b) product availability applicable to goods offered for sale by PGWAG to Your employer, all as made available by PGWAG for access via the API Package. Furthermore, in no event shall the API, API Package, and/or the API-Accessible Data ever be used for purposes of benchmarking and/or comparing API-Accessible Data against similar data of PGWAG’s competitors, or any other use or application that may be contrary to applicable law. This Agreement does not grant to You any right to interface with PGWAG’s systems, equipment and/or any data resident on such systems or equipment other than the data expressly specified above for the purpose expressly as set forth above, and other than through the use of interface or other techniques to read data or otherwise extract/obtain data from systems and equipment through means or techniques not expressly documented or specified in the API Package. You may not reproduce, modify, redistribute, or republish the API Package or any portion thereof. You shall not rent, sell, lease or otherwise transfer or disclose the API Package or any part thereof or any information therein or use any of the foregoing for the benefit of a third party, other than to access the specified data for the express purposes set forth above on Your behalf and for Your sole use. To the extent the API Package includes software, You shall use such software in object code form only. You shall not reverse engineer the API Package or anything contained therein. You will not patent anything that relates to, or builds upon, extends, supplements, is based on or surrounds any aspect of any portion of the API Package or information therein (and will not authorize, enable or permit any third party to do so); if in case of a breach of this

restriction, PGWAG will automatically have (and is hereby granted) a nonexclusive, worldwide, royalty-free, perpetual, irrevocable, sublicensable, assignable right and license to fully exercise all resulting patent rights and to allow others to do so.

- **Proprietary Rights.** As between PGWAG and You, the PGWAG websites including without limitation all portions and components of such websites such as webapps, APPs, and the API Package (including, without limitation, all improvements, derivatives, and other modifications), and all intellectual property rights in and to the foregoing, are and shall at all times remain the sole and exclusive property of PGWAG (or its licensors) and are protected by applicable intellectual property laws and treaties. Without limiting the express grants of rights above, You shall have no other rights in or to any aspect of the Services, including without limitation the websites, webapps, the APPs, any technology used in providing the Services accessed via the APPs, or the API Package. No implied other licenses or rights are granted herein. Subject to the terms and conditions set forth in this Agreement, You shall and hereby do transfer and assign to PGWAG all right, title and interest in and to any interest You may have in the foregoing intellectual property. For clarity, nothing contained herein will restrict or limit Company from developing products or services that are similar to those developed by Licensee through use of the API Package.
 - **Changes.** PGWAG may at its sole discretion update, upgrade, modify, revise or otherwise make changes to the Services ("PGWAG Changes"), with or without notice, without any liability or responsibility to You. Without limiting the foregoing, to the extent any such PGWAG Changes to the API Package requires, or may reasonably be expected to require, changes to interfaces developed by You based on the API Package to maintain flow of data, then PGWAG agrees to use commercially reasonable efforts to provide at least thirty (30) days' prior written notice to You of such PGWAG Change; such written notice to include reasonable detail as to the nature of such change to the API Package. Unless otherwise specifically agreed by PGWAG in writing may, PGWAG offers no implementation and/or support services related to PGWAG Changes.
 - **Confidentiality.** The API Package (including, without limitation, all improvements, derivatives, modifications and the like), along with any PGWAG documentation, software, trade secret business practice, or other PGWAG proprietary information, and including the terms and conditions of this Agreement, constitutes PGWAG's confidential information ("Confidential Information"). You hereby agree (i) to hold the Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions that You employ with respect to Your own confidential materials), (ii) not to divulge any Confidential Information to any third person, (iii) not to use any Confidential Information except for the purposes set forth in this Agreement, and (iv) not to copy or reverse engineer any Confidential Information. Your confidentiality obligations shall not apply to the extent (i) such information was known to You prior to the execution of this Agreement, (ii) such information was acquired by You without breach of this Agreement (by You or any third-party), or (iii) such information is generally known to the public. Any of Your employees who have been given access to the Confidential Information by You must have a legitimate "need to know" in order for You to exercise Your rights hereunder and shall be similarly bound by duty to protect Confidential Information as set forth herein. You acknowledge and agree that due to the unique nature of the Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder and therefore, that upon any such breach or any threat thereof, PGWAG shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.
4. **PGWAG Content.** The Services include and provide access to information, data, content, graphics, text, images, code, sound files, video, communications, packages, profiles, documents, files, and other materials ("**Content**"). As between You and PGWAG, PGWAG (and/or its licensors) own all right, title, and interest in and to Content. If no additional terms are presented when You access Content, PGWAG and its licensors grant to You, conditioned on Your full compliance with these Terms, a revocable, worldwide, royalty-free, personal, non-transferable, non-exclusive license to view, access, and use the Content solely in connection with Your use of the Services during

the term of these Terms. Except as expressly set forth in these Terms, You may not, under any circumstances, copy, access or otherwise use Content, whether to create a derivative work of all or any part of the Content, Services, or otherwise. Additionally, by way of example, and not limitation, unless expressly authorized under these Terms of Use, You may not sublicense, alter, adapt, transmit, publicly perform or display, distribute, customize, modify, add to, delete from, create derivative works based upon any portion of the Services or Content, copy, screen capture, page scrape, counterfeit or paste Content to any other website or web page. You acknowledge and agree that modification of Content or use of the Content for any purpose other than as expressly authorized in these Terms is a violation of PGWAG, our licensors' and suppliers' and possibly other third parties' copyright and proprietary rights. You agree to use the Content only for purposes which are lawful in applicable national and local jurisdictions and all subdivisions thereof. If You violate any provision of these Terms of Use, Your permission to use and access the Services and Content automatically terminates and You must immediately cease use of the Services.

5. **Authorized Use of Aggregated Data.** Notwithstanding anything to the contrary in these Terms of Use, You hereby grant to PGWAG an irrevocable worldwide right to use, develop, analyze, exploit and extract information, in aggregated form only and in a form which does not specifically identify You or Your employer ("Aggregated Data") from Your registration information, Your interactions with the Services, including without limitation the APPs, Content and/or data available through the API Package, information about You such as market type, type of contract, location, type of entity, and other data collected, retained, stored or accumulated through use of the Services by You and Your end-users, for internal and commercial purposes, including without limitation, for purposes of: (i) developing and making available to third parties aggregated information regarding trends, patterns and market research; (ii) performing PGWAG's duties and obligations under an agreement with third party licensors or other third-parties; (iii) internal record keeping and internal reporting by PGWAG and our service providers; (iv) measuring the performance of third party licensors and service providers; and (v) reporting performance and other statistical information concerning the Services.
6. **Updates.** If PGWAG provides updates, supplements, or add-on components to the APPs after You download it (collectively, "**Updates**"), these Terms will apply to the Updates unless PGWAG provides additional terms along with the Updates ("**Additional Terms**"), in which case those Additional Terms will apply to the Update. You agree that PGWAG may automatically check Your version of the APPs and send Updates to the APPs and may release subsequent versions of the APPs and require You to use the most current version. PGWAG reserves the right to discontinue Your access to the APPs.
7. **Third Party Websites; Additional Products and Services.** Within the Services You may encounter links or references to third party web sites ("**Linked Sites**"). PGWAG does not endorse or sponsor and is not responsible for any Linked Sites or the information, products, or services contained on any Linked Sites. Linked Sites are governed by their own terms of use and privacy notices. You may need to use or obtain additional products or services in order to use or access the Services, such as a mobile device, internet access, and a data connection. You must obtain or use these products or services separately and pay all associated charges (including for internet access or other data transmission).
8. **License Restrictions.** You represent and warrant that You, and Your use of the PGWAG Services will comply with and, You understand and agree that the licenses granted to You pursuant to these Terms are conditioned on Your compliance with the following:
 - You must not attempt to work around, disable, bypass, modify, or defeat any technical limitations in the Services or to use the Services in an attempt to, or in conjunction with any device, program or service designed to circumvent any security features or any technical measures employed to control access to, or the rights in, a content, file or other work;

- You must not reverse engineer, decompile, decipher, disassemble or otherwise attempt to access source code of the Services, except and only to the extent that applicable law expressly permits, despite this limitation;
- You must not download or copy any aspect of the Services, except the APP and API Package as expressly permitted in these Terms;
- You must not rent, lease, lend, sell, sublicense, assign, distribute, publish, perform, display, broadcast, transfer, exploit, or otherwise make available the Services or any features or functionality of the Services to any third party for any reason, including by making the Services available on a network where it is capable of being accessed by more than one device at any time;
- You must not modify or make any derivative works of the Services, in whole or in part;
- You must not remove any proprietary notices or labels on the Services or any copy thereof;
- You must not use the Services in, or in association with, the operation of any hazardous environments or systems, including any aircraft navigation or communication systems, air traffic control systems or any other transport management systems; safety-critical applications, including medical or life-support systems, vehicle operation applications or any police, fire or other safety response systems; and military or aerospace applications, weapons systems or environments;
- You must not tamper or interfere with the proper functioning of the Services;
- You must not attempt to access or use any non-public areas of the Services or use it, as a platform for external applications; to develop applications, services, websites; or any other functionalities that leverage the Services or any portion thereof;
- You must not attempt to probe, scan, or test the vulnerability of the Services or any PGWAG system or network or to breach any security or authentication measures;
- You must not attempt to access or search the Services or any network or system provided by PGWAG or used to operate the Services with any engine, software, tool, agent, device, or mechanism other than with software or search agents provided by PGWAG or generally available web browsers;
- You must not make any use of the Services in any manner not permitted by these Terms or the documentation; and
- You, and Your use of the Services must not:
 - Infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
 - Violate any applicable law or regulation or violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms.
 - Cause damage to PGWAG's business, reputation, employees, facilities, or to any other person or legal entity.
 - Intercept, collect, or store data about third parties without their knowledge or consent.
 - Delete, tamper with, or revise Content posted or otherwise made available for access by PGWAG unless otherwise permitted.
 - Send altered, deceptive, or false source-identifying information
 - Involve excessively high volume data transfers or bandwidth consumption, hosting of a web server, internet relay chat server, or any other server, and non-traditional end-user activities.
 - Use the Services in competition with us, to develop competing products or services, or otherwise to our detriment or commercial disadvantage.
 - Use the Services for benchmarking or competitive analysis.

- Share passwords or authentication credentials for the Services.

9. Violation of Terms and Enforcement. If PGWAG suspects violations of these Terms, PGWAG may institute legal action and cooperate with law enforcement authorities in bringing legal proceedings against violators. You authorize PGWAG to install, implement, manage, and operate one or more software, monitoring, or other solutions designed to assist in identifying or tracking activities that PGWAG considers to be illegal or a violation of these Terms. PGWAG reserves the right to take any or all action it may deem appropriate in its sole discretion with respect to violations or enforcement of these Terms, and expressly reserves all rights and remedies available to PGWAG at law or in equity, including instituting legal action and cooperating with law enforcement authorities. You agree to cooperate with PGWAG in investigating suspected violations of these Terms by You or others. To the maximum extent authorized under applicable law, PGWAG reserves the right to change, remove, delete, restrict, block access to, or stop providing any or all of the Services to You at any time and without notice.

10. Reservation of Rights. You acknowledge and agree that access to the Services is provided under license, and not sold, to You. You do not acquire any ownership interest or other rights to the Services, other than the right to use the Services in accordance with the licenses granted in these Terms. PGWAG reserves and retains its entire right, title and interest in and to the Services, including all copyrights, trademarks and other intellectual property and proprietary rights therein or relating thereto.

11. Service Availability and Support. PGWAG has no obligation to and may not provide support in relation to the PGWAG Service or Your Account. PGWAG does not guarantee availability of the Services or Your Account and Your access is permitted only if and when they are available. To the maximum extent authorized under applicable law, PGWAG reserves the right to suspend Your access to the Services or Your Account, and discontinue Your access to the Services provided or made available to You through the App or Website at any time without notice. PGWAG also reserves the right, in its sole discretion, to change or discontinue the Services or any aspect of the Services, including availability, content, or features, at any time and without notice to You.

12. Termination. You may terminate Your Account or Your use of the Services (including without limitation the APPs or the API Package) at any time. PGWAG reserves the right to terminate Your Account and these Terms and to suspend or terminate the App or Your access thereto at any time with or without prior notice.

13. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, INCLUDING WITHOUT LIMITATION THE APPS, THE APIS, AND THE DATA, INFORMATION, AND OTHER CONTENT ACCESSIBLE VIA THE APPS, THE APIS AND OTHER SERVICES, ARE PROVIDED "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE" AND THE ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH YOU. PGWAG DOES NOT MAKE ANY AND DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS WITH RESPECT TO THE SERVICES AND PRODUCTS ULTIMATELY PURCHASED AS A RESULT OF YOUR USE OF THE SERVICES, INCLUDING ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES AND CONDITIONS. IN PARTICULAR, PGWAG HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, DURABILITY, SAFETY, LEGALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, OR NON-INFRINGEMENT AND DOES NOT MAKE ANY WARRANTY OR CLAIM THAT THE SERVICES OR ANY PARTICULAR VEHICLE OR PART WILL BE AVAILABLE OR THAT THE SERVICES WILL BE PROVIDED ON AN UNINTERRUPTED, TIMELY, OR ERROR FREE, SECURE BASIS; WILL BE ACCURATE, COMPLETE, RELIABLE, OR FUNCTION PROPERLY; MEET YOUR REQUIREMENTS; BE ERROR FREE OR FREE FROM VIRUSES, WORMS, OR OTHER HARMFUL OR MALICIOUS COMPONENTS; PROVIDE SAFETY, PRIVACY, OR SECURITY; OR PREVENT OR MINIMIZE THEFT, PROPERTY DAMAGE, OR INJURY. It is expressly understood and agreed that You assume and hereby expressly release PGWAG from all liability, in tort, contract or otherwise, incurred in connection with the use of the Services, and the data, information, and other Content accessible through the Services. PGWAG will use commercially reasonable efforts to provide accurate and up-to-date information via the Services; however, because of time lags in synchronizing PGWAG systems and the information on such systems, the information, data, and other Content accessible and/or available through the Services may include inaccuracies or typographical errors. IF YOU ARE DISSATISFIED WITH THE PGWAG SERVICE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE PGWAG SERVICE.

14. Disclaimer of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PGWAG BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES, INCLUDING: ANY DAMAGES TO OR FOR LOSS OR CORRUPTION OF DATA OR PRIVACY, CONFIDENTIAL INFORMATION OR OTHER INFORMATION; REVENUE, PROFITS, OR PROPERTY (INCLUDING BUILDINGS, WIRING, FIXTURES, DEVICES, COMPUTERS, PERIPHERALS, AND ANIMALS), OR FOR INJURY OR DEATH; BUSINESS INTERRUPTION; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE, or NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING FROM OR RELATING TO THESE TERMS, YOUR ACCOUNT, THE PGWAG SERVICE, USE OF THE SERVICES, OR WITH ANY DELAY OR INABILITY TO USE SERVICES, INCLUDING WITHOUT LIMITATION ACCESS TO API-ACCESSIBLE DATA, EVEN IF PGWAG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Limitation of Liability and Exclusive Remedies. To the maximum extent permitted by applicable law and to the extent they are not excluded or disclaimed in these Terms PGWAG's maximum, aggregate liability to You, and Your exclusive remedy under these Terms for any and all damages, injuries, and losses arising from any and all claims and causes of action arising out of, based on, resulting from or in any way related to these Terms, Your account, or The App will not exceed THE DIRECT DAMAGES YOU INCURRED BASED ON YOUR REASONABLE RELIANCE ON the SERVICE UP TO A TOTAL OF US\$100.00.

16. IMPORTANT CONSUMER NOTICE. Some jurisdictions do not allow certain damage limitations such as the limitation of loss or liability from intentional acts (INCLUDING FRAUD, FRAUDULENT MISREPRESENTATION, AND FAILURE TO DISCLOSE DEFECTS), PRODUCT LIABILITY, or for DEATH OR personal injury. Nothing in these Terms will be interpreted as excluding liability which cannot under Applicable law be excluded. IF YOU LIVE or are otherwise subject to the laws IN ONE OF THOSE JURISDICTIONS any statutory entitlement available to You will be deemed limited to the extent (if at all) permissible under that LAW AND, IF ANY LIMITATION IS NOT PERMITTED, THE EXCLUSIONS IN THESE TERMS MAY NOT APPLY TO YOU.

17. Independent Remedies. The disclaimer and limitation of warranties and the exclusion of damages under these Terms are independent of Your exclusive remedies in these Terms and the disclaimer and limitations of warranties and exclusion of damages survive even if the exclusive remedies fails of their essential purpose or otherwise are deemed unenforceable. Each of the limitations in these Terms apply without regard to whether loss, liability, or damage arise from (a) breach of contract, (b) breach of warranty, (c) fault or tort, including negligence and misrepresentation, (d) strict liability, or (e) any other cause of action, to the extent the exclusions and limitations are not prohibited by applicable law.

18. Indemnity. You agree to defend, indemnify, and hold PGWAG, its directors, officers, employees, agents, partners, suppliers, and licensors harmless and will keep them indemnified from any claim or demand, including reasonable attorneys' fees, relating to, arising from, or allegedly arising from (a) Your use of the Service, and activities occurring under Your Account; (b) any violation of these Terms; or (c) Your violation of any other party's rights or applicable law. PGWAG reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by You, in which event You will fully cooperate with PGWAG in asserting any available defenses.

19. Notices. PGWAG may give You all required notices (including legal process) by any lawful method, including by posting notices on the App or by sending it to any email address that You provide to PGWAG. You agree to send PGWAG notices by mailing them to the following address or by e-mail as follows:

2000 Westinghouse Dr, Suite 301 Cranberry Twp, PA 16066

PGWAGeOrdering@pgwautoglass.com

Notice shall be deemed given twenty-four (24) hours after an e-mail is sent, or in the case of mailing, three (3) days after the date of mailing.

20. Modifications to these Terms. PGWAG reserves the right to change these Terms at any time upon notice to You. You agree to periodically review these Terms for changes and You can review the most current Terms at any time by clicking on the "Terms of Use" link at the bottom of the Websites. Updated Terms are binding on You as of the effective date indicated in our notice. Your continued use of the Services after the effective date indicates Your acceptance of the updated Terms,

even if You have not reviewed them. If, at any time, You do not agree to the Terms, You must cancel Your Account and stop using the Services.

21. Governing Law. These Terms are governed by the laws of the Commonwealth of Pennsylvania, without reference to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply in any way to these Terms or to the transactions contemplated by these Terms. The parties confirm that they agree that these Terms, as well as all other related documents, including all notices, have been and will be drawn up in the English language only.

22. AGREEMENT TO MANDATORY ARBITRATION; CLASS ACTION WAIVER; AND LOCATION OF DISPUTE RESOLUTION.

UNLESS YOU OPT-OUT, YOU AGREE THAT ALL DISPUTES BETWEEN YOU AND PGWAG (WHETHER OR NOT SUCH DISPUTE INVOLVES A THIRD PARTY) WITH REGARD TO YOUR RELATIONSHIP WITH PGWAG, INCLUDING, WITHOUT LIMITATION, DISPUTES RELATED TO THESE TERMS OF USE, ARISING OUT OF OR RELATED TO THE SERVICES, AND/OR RIGHTS OF PRIVACY AND/OR PUBLICITY (EACH A “DISPUTE”, AND COLLECTIVELY THE “DISPUTES”), WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION BY A SINGLE NEUTRAL ARBITRATOR UNDER THE AMERICAN ARBITRATION ASSOCIATION'S RULES FOR ARBITRATION OF COMMERCIAL DISPUTES AND YOU AND PGWAG HEREBY EXPRESSLY WAIVE TRIAL BY JURY. As an alternative, You may bring Your claim in Your local "small claims" court, if permitted by that small claims court's rules. You may bring claims only on Your own behalf. Neither You nor PGWAG will participate in a class action or class-wide arbitration for any claims covered by this Agreement. You also agree not to participate in claims brought in a private attorney general or representative capacity, or consolidated claims involving another person's account, if PGWAG is a party to the proceeding. This dispute resolution provision will be governed by the Federal Arbitration Act. Judgment on the award rendered by the arbitrator shall be issued to both parties in a writing setting forth in reasonable detail the reasoning for the decision and award and such award may be entered in any court having competent jurisdiction. Any provision of applicable law notwithstanding, the arbitrator will not have authority to award damages, remedies or awards that conflict with these Terms of Use. Notwithstanding any AAA or JAMS rule to the contrary, or any other provision in arbitration rules chosen by agreement to govern the arbitration, You and PGWAG each agree that any challenges to the validity or enforceability of the class action waiver in this Section will be decided by a federal court or a court of competent jurisdiction, and not by an arbitrator. If any court or arbitrator holds that the class action waiver in this Section is unenforceable, then the Dispute must be brought in a state or federal court, and not in arbitration. You and PGWAG each agree that the location of the arbitration or court where the Dispute will be resolved will be the largest city in Your state within 100 miles of where You live. You and PGWAG each also agree that for arbitrated Disputes, the arbitrator's award will be final and binding and may be entered as a judgment in any court of competent jurisdiction. An arbitrator may award, on an individual basis, any relief authorized by law, including injunctive or declaratory relief and reasonable attorneys' fees. You and PGWAG each are responsible for Your or its respective costs relating to the arbitration, except that PGWAG will pay all arbitration administrative or filing fees, including the arbitrator fees (other than arbitrator fees up to the amount of the then-applicable fee for filing a civil action in federal court in the judicial district where You live in any Dispute where You assert a claim against PGWAG, unless You demonstrate to the arbitrator that You would be entitled to file that civil action in federal court without payment of the then-applicable fee). To begin arbitration, You must send a letter requesting arbitration and describing Your Dispute to the contact listed for PGWAG in these Terms. You may optout of the agreement to arbitrate in this Section by mailing PGWAG written notice of Your election to opt-out at 2000 Westinghouse Dr, Suite 301, Cranberry Twp, PA 16066, USA within 45 days of the first time You create an Account, access the Services, download the App, or downloading API materials (whichever is earlier), expressly indicating that You are opting out of the agreement to arbitrate in this Section and including Your name and address, provided that the election will not be effective until it is received by PGWAG. Your election to opt-out of the agreement to arbitrate in this Section will not otherwise affect Your rights and obligations under these Terms. You and PGWAG each also agree that these Terms affect interstate commerce, so the Federal Arbitration Act, not state law, applies including with respect to any question of whether a Dispute is subject to arbitration (despite the choice of governing law in these Terms). If the prohibition against class actions and other claims brought on behalf of third parties contained above is found to be unenforceable, then all of the preceding language in this Arbitration section will be null and void. This arbitration agreement will survive the termination of Your relationship with PGWAG. Notwithstanding anything to the contrary set forth above, this Arbitration section shall not apply

to disputes relating to: (1) Your or PGWAG's intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights and patents); (2) violations of the license terms and conditions set forth herein; or (3) any dispute in which PGWAG is seeking injunctive or equitable relief to prevent further breaches of these Terms by You.

23. General. If any provision of these Terms is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of these Terms will remain in full force and effect. You and PGWAG intend that the provisions of these Terms be enforced to the fullest extent permitted by applicable law. Accordingly, You and PGWAG agree that if any provision is deemed unenforceable, where possible, it will be modified to the extent necessary to make it enforceable, which may include its deletion. Section titles are only for convenience and have no legal or contractual significance. Any list of examples following “including” or “e.g.,” is illustrative and not exhaustive, unless qualified by terms like “only” or “solely. PGWAG may assign these Terms, in whole or in part, at any time, with or without notice to You. You may not assign, transfer, or sublicense Your rights, if any, in Your Account, to the App, or under these Terms. If, at any time, PGWAG fails to respond to a breach of these Terms by You or others, that failure will not waive PGWAG's right to act with respect to subsequent or similar breaches. A waiver will only be binding on PGWAG if it is in writing and signed by PGWAG. These Terms (including Additional Terms and any incorporated terms or policies) constitute the entire agreement between You and PGWAG with respect to Your Account and the Services. Both You and PGWAG warrant to each other that, in entering these Terms, neither PGWAG nor You have relied on or will have any right or remedy based upon any statement, representation, warranty, or assurance other than those expressly stated in these Terms. The preceding sentence will not limit or exclude any liability that cannot be limited or excluded under applicable law. No one other than You and PGWAG, or PGWAG's successors and permitted assigns, will have any right to enforce any of these Terms.

THIRD PARTY LEGAL TERMS INCORPORATED BY REFERENCE: Apple. In addition to terms and conditions set forth elsewhere in these Terms of Use, Apple, Inc. ("Apple") also requires that these Terms of Use between You and PGWAG include the following:

- **Acknowledgement.** You and PGWAG each hereby acknowledge that these Terms of Use are concluded between You and PGWAG only, and not with Apple. PGWAG, not Apple, is solely responsible for the PGWAG APPs acquired through the Apple App Store and licensed hereunder (“Licensed Works”) and the content thereof.
- **Supplemental License Terms for Licensed Works acquired through Apple App Store:** For Licensed Works acquired through the Apple App Store, Your internal use licensed hereunder is limited to use of the Licensed Works licensed to You on any Apple-branded product that You own or control and as may be further permitted by the Apple Usage Rules set forth in the Apple App Store Terms of Service, except that such Licensed Works may be accessed, acquired, and used by other accounts associated with the purchaser via Family Sharing or volume purchasing.
- **Maintenance and Support.** PGWAG is solely responsible for providing maintenance and support services with respect to the Licensed Works as required under applicable law, if any. You and PGWAG each hereby acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Licensed Works.
- **Warranty.** PGWAG shall be solely responsible for any product warranties not effectively disclaimed hereunder. Notwithstanding anything to the contrary herein, and without limiting the disclaimers and limitations set forth in these Terms of Use, in the event of any failure of the Licensed Works to conform to any such applicable warranty, You may notify Apple, and Apple will refund the purchase price for the Licensed Works to You, if any. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Licensed Works, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be PGWAG's sole responsibility.
- **Product Claims:** To the extent You, or any third party, has any claims relating to the Licensed Works or Your possession and/or use of the Licensed Works including, but not limited to: (i) product liability claims; (ii) any claim that the Licensed Works fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, You and PGWAG each acknowledge that PGWAG, not Apple, is

responsible for addressing any such claims, subject to the terms and conditions set forth in these Terms of Use and subject to applicable law.

- Intellectual Property Rights. In the event of any third party claim that the Licensed Works or Your possession and use of such Licensed Works infringes that third party's intellectual property rights, as between PGWAG and Apple, it is PGWAG, not Apple, who will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim arising under this these Terms or applicable law.
- Legal Compliance. You hereby represent and warrant that (i) You are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country or region of a country that has been embargoed; and (ii) You are not listed on any U.S. Government list of prohibited or restricted parties.
- Developer Name and Address. All end-user questions, complaints or claims with respect to the Licensed Works should be directed to PGWAG via e-mail at PGWAGeOrdering@pgwautoglass.com.
- Third Party Terms of Agreement. You must comply with applicable third party terms of agreement when using the Licensed Works.
- Third Party Beneficiary. You and PGWAG each acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms of Use, and, upon Your acceptance of the terms and conditions of these Terms of Use, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms of Use against You as a third party beneficiary to these Terms of Use.