

PROVANTAGE® AUTO REPAIR NETWORK AND NATIONWIDE LIMITED REPAIR WARRANTY AND PROVANTAGE 24-HOUR ROADSIDE ASSISTANCE BENEFIT

1. Overview: The AutoZone ProVantage® Auto Repair Network is an affiliate program (the "<u>Program</u>") available to select AutoZone Commercial customers. The Program provides participating members ("<u>Members</u>") with access to certain benefits, including select Pricing, Rebates, Nationwide Warranty, Roadside Assistance and ProPartner® offerings.

This document (the "<u>Agreement</u>") provides an overview of the Program and the governing terms and conditions. Members are subject to the terms and conditions herein, as well as AutoZone's Privacy Policy (see <u>www. AutoZonePro.com</u>), which is incorporated herein by reference. Your ongoing participation in the Program is expressly conditioned upon your acceptance of and compliance with this Agreement, and compliance with all applicable United States laws and regulations. Please read this document carefully, as you will be asked to provide your signature below confirming that you have read, understand and agree to be bound by the terms of the Agreement.

As a participating member ("<u>Member</u>") of the AutoZone ProVantage® Auto Repair Network (the "<u>Program</u>"), you are participating in the ProVantage Nationwide Limited Repair Warranty and the ProVantage 24 Roadside Assistance Benefit Program (respectively, the "<u>Limited Warranty</u>," and the "the Roadside Assistance Benefit," collectively, the "<u>Limited Warranty Program</u>") that allows you to provide customers at your facility with coverage for certain services and repairs that you perform on the customer's vehicle ("<u>Covered Services</u>"). Participation in the Limited Warranty Program comes with an annual participation fee of \$599.00 (the "<u>Participation Fee</u>"), which is waived in the first year. The Participation Fee may be paid annually with a one-time payment or monthly on a pro-rated basis. Additionally, the Participation Fee can be "earned back" if specific Average Weekly Spend hurdles are achieved. Capitalized terms used, but not defined herein, shall have the meaning set forth in your Program agreement.

References in this Agreement to "AutoZone", "us", "we", and "our" mean AutoZone Parts, Inc. and its subsidiaries and affiliates, and references to "you" and "your" shall refer to any Members or participants in the Program. Program terms and conditions are void to the extent prohibited by law.

2. ELIGIBILITY: You must be an owner or authorized representative of one (1) or more retail repair establishments with an eligible AutoZone Commercial account that is active and in good standing at all times to open a Program account ("<u>Account</u>") and be eligible for Program membership ("<u>Membership</u>"). If your AutoZone Commercial account has been cancelled, suspended or placed under review for any reason, AutoZone reserves the right, in its sole discretion, to suspend or cancel your Membership. Members with more than one retail repair establishment may create an account for each retail repair establishment that meets the eligibility requirements for Membership, provided, that each account under common ownership may be aggregated into a single account.

Each Member is solely responsible for all activities that occur under its Account and for maintaining the security of its credentials and files. AutoZone will not be liable for any loss or damage of any kind arising from a Member's failure to comply with the requirements of this paragraph or for any Member responsibilities under the terms and conditions of this Program.

3. PRICING: Members receive Platinum tiered pricing and will be awarded Diamond tiered pricing with Average Weekly Spend of \$1,000 or more in accordance with the AutoZone's tiered pricing schedule.

4. REBATES: Members can earn rebates ("<u>Rebates</u>") based on their Average Weekly Spend towards Qualifying Net Purchases.

Rebate Level	Average Weekly Spend	Base Rebate	Electronic Order Rebate
1	≥\$750	3%	Additional 4%
2	≥\$1,500	6%	Additional 4%

Schedule A:

"Average Weekly Spend" is calculated by dividing the net total of Qualifying Net Purchases for the calendar month by the number of days in that month, and then multiplying that number by seven (7). Federal holidays are excluded from number of days in the month, e.g., July will have thirty (30) days instead of thirty one (31). If the Member begins participation after the 1st day of the month, the calculation will be based on the number of days in the month from the start date. Minimum rebate of \$50 must be earned or rebate will be forfeited.

"Qualifying Net Purchases" means all purchases orders made by an eligible Member from AutoZone or AutoZonePro.com, excluding oil, antifreeze, refrigerant, tools and equipment purchases, outside buys, core charges, credits, returns, refunds, penalties, rebates, allowances, other incentives and any and all unpaid invoiced amounts.

Rebates will be calculated based on Qualifying Net Purchases made during the prior month ("<u>Monthly</u> <u>Rebate Period</u>") and paid on a monthly basis (the "<u>Monthly Rebate Pay-Out</u>") within 6-8 weeks of the close of the calendar month. Payment will be made in the form of a check, statement credit, or in any other way that AutoZone deems appropriate.

Members with more than one retail repair establishment may create an account for each retail repair establishment that meets the eligibility requirements for Membership, provided, that each account under common ownership will be aggregated into a single account ("<u>Aggregated Account</u>").

For Aggregated Accounts, the Average Weekly Spend is aggregated and averaged across each retail repair establishment location that meets the eligibility requirements for Membership. For example, a Member with four (4) retail repair establishments must have a combined Average Weekly Spend of \$3,000, (representing an overall Average Weekly Spend of \$750 across each location) to achieve the minimum for first rebate level. If the aggregated and averaged Average Weekly Spend does not meet the required minimum level for a rebate, then no single retail repair establishment location is eligible for the rebate regardless of whether one or more locations individually would have achieved the minimum Average Weekly Spend.

If your Account (or any individual retail repair establishment location that is a part of an Aggregated Account) is on credit-hold or the account balance is past due more than 60 days or if the Account (or any one of a Member's locations in an Aggregated Account) is otherwise not in good credit standing (to be determined by AutoZone, at its sole discretion) at any time during the Monthly Rebate Period or at the time of the Monthly Pay-out, then any Rebate amounts earned, including those earned for any location within an Aggregated Account that is otherwise in good standing, will be forfeited, for the entire Monthly Rebate Period.

Members are solely responsible for complying with their own company or organization policies regarding eligibility for and participation in rebate and/or loyalty programs, and are solely responsible for notifying and obtaining the consent of their employer, principal and/or client of any Rebates awarded through the Program. AutoZone disclaims any and all liability or responsibility for disputes arising between an employee and his or her employer related to this matter.

From time to time, Rebate Schedules may be updated. While we will make reasonable efforts to notify members of such changes, please check with your Account Representative for the most up-to-date information and Rebate Schedules.

5. ProVantage® Nationwide Limited Repair Warranty.

- a. Under the Limited Warranty, Member warrants that the **repairs and services listed below that are performed at Member's location will be free from defects in materials and workmanship for 24 months or 24,000 miles of use**, whichever comes first, measured from the date of the first repair and the odometer reading shown on the original repair invoice. The Limited Warranty is extended only by Member, as the Participating Facility, and not by AutoZone **and does NOT cover repairs or services that are performed within 25 miles of the original repair facility**.
- b. The Limited Warranty covers the following types of repairs and services, subject to certain exclusions:
 - ✓ Air Conditioning, heating and climate control systems
 - ✓ Brake system

✓ Exhaust system

- ✓ Engine cooling system
- ✓ Electrical system, including the starting and charging systems
- ✓ Engine performance, drivability services and repair

- ✓ Fuel system
- ✓ Ignition system
- ✓ Cruise control system
- ✓ Electronic engine management system and on-board computer systems, (engine, body, brake and suspension computers)
- ✓ Steering/suspension system, wheel bearings, CV joints/U-joints, Halfshafts and drive shafts
- ✓ Other minor repairs
- c. The Limited Warranty is conditioned on the vehicle being subjected only to normal, noncommercial use, and receiving reasonable and necessary maintenance during the warranty period. The Limited Warranty does not apply to vehicles used for commercial use or damaged by abnormal use, misuse, neglect, accident, alteration, additional installation of parts, or "tampering with" by a non-participating facility. SPECIFICALLY EXCLUDED FROM "COVERED SERVICES" UNDER THE LIMITED WARRANTY ARE ANY ENGINE, TRANSMISSION, BATTERY, CLUTCH, OR DIFFERENTIAL REPAIRS, ASSOCIATED GASKETS AND SEALS, OR ASSEMBLY REPLACEMENT OF THE SAME. ALSO EXCLUDED ARE AUTO BODY, PAINT, MOLDING, GLASS REPAIRS, TIRES, AND USED PARTS. COMMERCIAL VEHICLES ARE EXCLUDED. Limited Warranty repair costs shall in no case exceed the costs of the original repair or service. The customer must pay for any non-warranty service ordered at the same time as any covered warranty service.

6. ProVantage[®] 24-Hour Roadside Assistance Benefit

- a. The ProVantage® 24-Hour Roadside Assistance Benefit is a service provided for free by AutoZone to customers that received service at Member's location. The Roadside Assistance Benefit begins on the date identified on the customer's original invoice from Member location and continues for a period of 24 months.
- b. The service allows the customer to call a nationwide service provider to provide any of the following services and be reimbursed directly by AutoZone for the covered services up to a maximum of \$100.00 per occurrence:
 - ✓ Towing Vehicle will be towed to the nearest qualified repair facility or to the repair facility of customer's choice.
 - ✓ Lock Out Service Assistance in unlocking vehicle in the event the keys are lost or locked inside.
 - ✓ Flat Tire Changing Assistance Assistance for the installation of spare tire.
 - ✓ Fuel, Oil, Fluid and Water Delivery Service Delivery of an emergency supply of gasoline (where permitted), oil, fluid and water to the vehicle.
 - ✓ Jump Start Jump start of vehicle in the event the vehicle's battery becomes discharged.

7. Member Obligations Under the Limited Warranty Program.

The federal Magnuson-Moss Warranty Act (15 U.S.C. § 2301 *et seq.*) (the "Act" or "Magnuson-Moss") establishes certain requirements for disclosing warranties to consumers, including very specific requirements about what must be contained in a warranty and how it must be presented to consumers. In addition, federal law prohibits unfair or deceptive acts or practices in connection with the sale of goods or services, including that any statements made concerning a warranty are truthful and not misleading.

As a Participating Facility, you are required to comply with the following requirements in connection with the Program:

- a. The ProVantage® Nationwide Warranty and/or Roadside Assistance Benefit may not be sold separately to end consumers
- b. Members must provide a copy of the Limited Warranty and Roadside Assistance Benefit Materials with Each Covered Purchase

For each Covered Purchase, you are required to provide the customer with a copy of the Limited Warranty and Roadside Assistance Benefit Materials. See Exhibit 1for copies of the ProVantage® Nationwide Limited Repair Warranty and ProVantage 24-Hour Roadside Assistance Benefit documentation.

c. Honor the Limited Warranty: For the Limited Warranty, a customer of covered products or services has the right to have warranty service performed during the warranty period. If a customer seeks repair for a defect in either materials or workmanship within the warranty period, and the customer is located more than 25 miles from the original repair facility, then the customer is required, with their original repair invoice, to contact the ProVantage

Warranty Administrator who will direct the customer to the nearest participating repair shop. You, as a member therefore, may be required to provide services to customers who did not originally purchase any services from your facility. Repairs must be approved in advance by the ProVantage Customer Service Department and will be reimbursed up to the amount of the original invoice. If the customer is located within 25 miles of the facility that originally performed the service, the customer should return the vehicle to that facility for warranty repairs. The ProVantage Warranty does not cover these repairs. Members have the option to perform remedial service work, replace the defective warranted part

Member has no authority to modify the terms of the Limited Warranty or to make any promises in addition to those contained within the Limited Warranty.

d. Claim Procedures

When responding to a consumer's request for service under the Limited Warranty, Member is required to follow these procedures:

- i. If the customer is located within 25 miles of the facility that originally performed the service, the customer is required to return the vehicle to that facility for any warranty repairs that the customer may otherwise be entitled to outside of the ProVantage Limited Warranty Program. The ProVantage Limited Warranty Program does not apply to repairs or services that are performed within 25 miles of the original repair facility.
- ii. If the customer is located more than 25 miles from the facility that originally performed the service, then the customer is required to contact the Warranty Administrator at 800-217-8946, who will direct the customer to the nearest participating facility.
- iii. If a ProVantage Limited Warranty customer is directed to your shop, you will be asked to:
 - 1. Assist in providing a copy of the customer's original repair invoice;
 - 2. Diagnose the problem; and
 - 3. If the repair is covered and approved by the ProVantage Agent, complete the work. Upon completion provide the ProVantage Agent with a copy of the new invoice. Upon receipt, Member will be reimbursed (up to the amount of the original invoice) by credit card.
- e. **Displaying Information on the Limited Warranty Program:** Member must comply with federal and state laws requiring that written warranties on consumer products costing more than \$15 must be made available to consumers prior to sale:
 - i. Member <u>must</u> display the Limited Warranty and Roadside Assistance Benefit information at the point of sale using the materials provided by AutoZone and furnish a copy of the warranty upon a customer's request.
 - ii. Members <u>may</u> post prominent signs to explain that the Limited Warranty is available.

f. **Contact:** Members who have questions about the Program or this document may contact the Warranty Administrator at:

Warranty Administrator ProVantage RSA PO Box 33535 Denver, CO 80233 800-217-8946

- g. **Billing:** Customer must have a Monthly, Weekly or Daily (daily accounts may only enroll in Annual program) credit account with AutoZone. The first monthly Invoice will be due the first of the month following initial order acceptance and monthly thereafter. If the subscription has a one year free element, customer forfeits that free year and may be eligible to re-enroll in the program. Charges for the program may be waived if certain sales hurdles are achieved. Late payments may be charged a late fee of 1.5% per month or the maximum amount allowed by law, whichever is less. There are two billing options available for the Limited Warranty Program:
 - 1. Annual billing with monthly "earn-back" potential.
 - i. \$450 Participation Fee, paid at sign-up.
 - ii. Monthly "earn-back" of \$18.71 with Average Weekly Spend (as defined in the Auto Repair Network Agreement) between \$750-\$1,499.99 in the prior month.
 - iii. Monthly "earn-back" of \$37.43 with Average Weekly Spend of \$1,500 in the prior month.
 - iv. Subscription will automatically renew each year.
 - 2. Monthly billing with "earn-back" potential.
 - i. No up-front charge.
 - ii. Account is charged \$50.00 if Average Weekly Spend in prior month is less than \$750.00.
 - iii. Account is charged \$50.00 and refunded \$25.00 if Average Weekly Spend in prior month is between \$750.00-\$1,499.99.
 - iv. Account is charged \$50.00 and refunded \$50.00 No charge if Average Weekly Spend in prior month is at least \$1500.

Earn backs will be applied to the member's AutoZone credit account only. Total purchases are used to calculate earn back.

Note for Aggregated Accounts. A subscription (annual or monthly) must be purchased for each individual location (i.e., each retail repair establishment). Each location qualifies for "earn-back" potential individually. For Aggregated Accounts, the Average Weekly Spend is aggregated and averaged across each retail repair establishment location that meets the eligibility requirements for Membership.

h. Automatic Payments: By agreeing to these terms, you authorize AutoZone to automatically debit or charge your account (the "Payment Account") for the ProVantage Limited Warranty Program. You authorize AutoZone to continue to debit or charge such fees to the Payment Account within 10 calendar days of the invoice date for as long as you remain a participant in the Limited Warranty Program. You understand that you have the right to receive 10 calendar days written notice if the amount of any debit or charge authorized hereunder will vary from the amount of the immediately preceding debit or charge, but you agree to waive that right so long as the new payment amount does not exceed the prior payment amount by more than 6%. You acknowledge that debits or charges under this authorization must comply with U.S. laws

8. GENERAL TERMS AND CONDITIONS: (a) Membership in the Program may be revoked at any time. Any abuse of the Program, failure to follow any terms of the Program, or any misrepresentation by a Member may subject that Member to termination of its Account and will affect eligibility for future participation in the Program. Further, AutoZone reserves the right to seek all remedies, whether available at law or at equity, criminal or civil, in the event Member defrauds or abuses the Program, fails to follow any terms of the Program, or makes any misrepresentation to AutoZone. (b) Program purchases and Rebate awards, as reflected in AutoZone records, shall be deemed correct and AutoZone reserves the right to determine the qualification for any transaction and to correct or modify the Rebate amount at any time based on AutoZone records and calculation of Account information. (c) AutoZone is not responsible for communications, including Rebates, lost due to a change of address or other contact information. (d) By becoming a Member of the Program, Member agrees to receive advertising, marketing materials and other communications from AutoZone as permitted by law. (e) The Program shall be governed by the laws of the state of Tennessee, without regard to its conflict of laws and principles. Further, Members in the Program submit solely to the jurisdiction of any appropriate court within Shelby County, Tennessee for adjudication of disputes arising from this Agreement. (f) Program terms and conditions are void only to the extent prohibited by law. (g) Taxes on Rebates may apply where required by law. Any tax liability, including disclosure, is the sole responsibility of the Member. (h) AutoZone may assign all or any part of this Agreement, without such assignment being considered a change in the Agreement, and without notice to you. AutoZone is then released from all liability. AutoZone's assignee shall have the same rights and obligations as the assignor and shall agree in writing to be bound by the terms and conditions of this Agreement. (i). AutoZone may waive compliance with these terms and conditions in its sole discretion and may run promotions from time to time that provide enhanced benefits to select Members. Notwithstanding the foregoing, AutoZone's failure to exercise any of its rights under these Program terms and conditions or its delay in enforcing or exercising any of those rights shall not constitute a waiver of such rights.

9. ENTIRE AGREEMENT; CONSTRUCTION: This Agreement is the complete and exclusive statement of agreement between Member and AutoZone Parts, Inc. relating to the Program, and supersedes and merges all prior proposals and all other agreements, whether oral or written relating to the Program. If any provision, or any portion of any provision, of this Agreement, shall be determined to be illegal or unenforceable in whole or in part, such provision (or portion of such provision) shall, as to such jurisdiction, be ineffective to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable to the maximum extent permitted by law.

10. TRANSFERABILITY: Upon sale of Customer's business, the Program subscription may be transferred to subsequent owner only with AutoZone's prior written approval. Current and/or new

business owner(s) must contact AutoZone regarding completion of the transfer or assignment of this agreement.

11. MODIFICATION OF AGREEMENT: Member acknowledges and agrees that AutoZone has the right to change, update, revise, limit, supplement and otherwise modify the terms of this Agreement and impose new or additional terms and conditions on Member's use of the Account, at any time, at its discretion, with or without notice, including, but not limited to, (i) the qualifications of membership, (ii) the thresholds required to earn a Rebate by any Member, and (iii) the value or rate of rebates available to be earned. AutoZone may change, *inter alia*, the Rebate Schedule, earnings rates and the eligibility categories, at any time; in earning or accumulating Rebates, Members may not rely upon the continued availability of the current Program or Rebate Schedule. As permitted by applicable law, any updates, revisions, supplements, modifications and additional rules, policies, terms and conditions will be effective immediately upon posting to www.autozonepro.com or as stated in any notice to Member. Unless AutoZone states otherwise, the updates, revisions, supplements, or modifications will apply to Member's future and existing Account(s). If AutoZone changes this Agreement, it will post a new statement on its website at www.autozonepro.com. By continuing to participate in the Program, Member agrees to be bound by the revised Agreement.

12. TERMINATION/CANCELLATION: The Program will have no predetermined termination date and may continue until such time as AutoZone, at its sole discretion, elects to designate a Program termination date. AutoZone reserves the right, in its sole discretion and without notice, to terminate, cancel, or expire the Program, in whole or in part, or an individual Member's enrollment in the Program at any time, for any reason and at its sole discretion, with or without cause. "Termination" shall be defined as ending the AutoZone ProVantage Auto Repair Network Program, with no further ability to earn Rebates by any Member in the Program; the Program has not been terminated if a replacement/successor program is made available to the Members that offers the Members a reasonable means to earn Rebates and/or other benefits. "Cancellation" shall be defined as the expiration or revocation of an individual Member's membership, for any reason, with or without cause. Cancellation may result from violation of any of the terms and conditions of this Agreement and/or fraudulent or unauthorized use of the Member Account. All accrued Rebates will be paid within sixty (60) days from the date of Termination or Cancellation if the Program is terminated or Membership is cancelled without cause. If Cancellation is with cause, including but not limited to for reasons of fraud or violation of any terms and conditions of this Agreement, Member will forfeit any unpaid Rebates and may, at AutoZone's discretion, be required to repay past Rebate awards. By enrolling in the program, Members are committing to membership for one full year. Members may request not to be communicated with via mail by notifying the Program Administrator at AutoZone ProVantage Rebate, P.O. Box 664, Memphis, TN 38101. If AutoZone terminates this Agreement and Member's use of the Account without cause, Members will be notified in writing and AutoZone will have sixty (60) days from the date of Termination or Cancellation to pay-out any accrued Rebates associated with their Account(s) that were pending as of the date that the Termination or Cancellation was announced. At the conclusion of the sixty (60) days, Member will not be entitled to the cash value of any of the Rebates remaining in an Account. In the event this Agreement is terminated, this Section 8 shall survive in accordance with its terms.

13. LIMITATION OF LIABILITY AND ADDITIONAL TERMS: BY ENROLLING IN THE PROGRAM THE MEMBER AGREES THAT AUTOZONE AND ITS AFFILIATES AND SUBSIDIARIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY MEMBERS OR ANY PERSON FOR, ANY LIABILITY FOR ANY INJURIES, LOSSES OR

DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES) TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY ACTION TAKEN OR NEGLECTED TO BE TAKEN WITH REGARD TO THE PROGRAM. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR (A) LOSS OR MISDIRECTION OF, OR DELAY IN RECEIVING, ANY MEMBERSHIP APPLICATION, CORRESPONDENCE, OR REBATE; (B) THEFT OR UNAUTHORIZED REDEMPTION OF REBATES OR USE OF REBATES CAUSED BY CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF US OR OUR REPRESENTATIVES OR AGENTS; (C) ANY ACTS OR OMISSIONS OF THIRD PARTIES; OR (D) ANY ERRORS PUBLISHED IN RELATION TO THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY TYPOGRAPHICAL ERRORS, ERRORS OF DESCRIPTION, AND ERRORS IN THE CREDITING OR DEBITING OF REBATES FROM MEMBER ACCOUNTS. WE RESERVE THE RIGHT TO CORRECT, WITHOUT NOTICE, ANY ERRORS. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO MEMBER FOR ANY DELAY IN OR FAILURE TO PERFORM DUE TO CAUSES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, NATURAL DISASTER, TERRORISM, OR ANY ACT OR OMISSION OF A THIRD PARTY. THE SOLE REMEDY AVAILABLE TO YOU IN CONNECTION WITH THE PROGRAM (WHETHER MEMBER CLAIM IS BASED IN LAW OR EQUITY) SHALL BE THE CREDITING OR RE-CREDITING TO YOUR PROGRAM ACCOUNT OF REBATES IN AN AMOUNT NO GREATER THAN THE REBATES AT ISSUE.

WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THESE PROGRAM TERMS AND CONDITIONS, EVERYTHING REGARDING THE PROGRAM, INCLUDING ALL WEBSITES AND THE REBATES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

THIS SECTION WILL SURVIVE TERMINATION OF MEMBER'S PARTICIPATION IN THE PROGRAM.

14. PRIVACY: For an explanation of AutoZone's practices and policies relating to the collection, use and storage of Member personal information, please refer to AutoZone's Privacy Policy contained on website at <u>www.AutoZonePro.com</u>.

15. SPONSOR: AutoZone Parts, Inc. is the exclusive sponsor of this Program. Neither the Program nor any benefit offered by the Program creates, constitutes or gives rise to any legal or contractual rights by Members against AutoZone.

You are signing up for ProVantage and Nationwide Warranty. Signing below indicates your acceptance of the Terms & Conditions of these programs.

PIN(s) :

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Terms and conditions in Spanish are available at <u>www.AutoZonePro.com</u>. In the event of a conflict between English and Spanish versions of these terms and conditions, the English version prevails. Términos y condiciones disponibles en <u>www. AutoZonePro.com</u>. En el caso de un conflicto entre las versiones de los términos y condiciones en Inglés y en Español, la versión en Inglés prevalecerá.