



## **Online Garage® powered by AAA** **Terms and Conditions**

These Terms and Conditions (“Terms and Conditions”) govern your use of the Online Garage powered by AAA Program (“Online Garage”), and the associated website(s) and/or mobile application(s) identified below (the “Site(s)”), which Site(s) are operated by AAA Club Alliance Inc. (“ACA”) in connection with the Online Garage Program. The Online Garage Program and the Site(s) are referred to herein together as the “Services.” As used herein, the terms “we,” “us” and “our” refer to ACA and the terms “you,” “your” and “yours” refer to the person accessing the Services.

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SERVICES. YOUR USE OF THE SERVICES INDICATES THAT YOU ACCEPT THESE TERMS AND CONDITIONS AND THE ASSOCIATED AAA Online Garage PRIVACY POLICY. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THE SERVICES OR ACCESS THE SITE(S).**

### **The Services**

The Services are offered and provided by ACA to current members of AAA and residents within AAA’s territory, who are age eighteen (18) years or older and who register a vehicle (“Vehicle”) and subscribe to the Services (“Subscription”). ACA provides the Services as a convenience to ACA members, and residents of their territory, and may change or discontinue the Services or any aspect of the Services at any time.

### **Description of Online Garage Program**

The Online Garage Program is a household vehicle management system that integrates information received from a variety of sources including AAA members, AAA Call Centers, AAA Approved Repair (“AAR”) facilities, AAA Club Owned Repair (“COR”) facilities and third parties to simplify vehicle ownership and help avoid unnecessary expenses. Online Garage keeps maintenance, repair and vehicle health information in one place. When you visit a participating repair shop, your receipts and service records will automatically appear in your Online Garage.

You can upload your own receipts from other non-participating shops. Online Garage keeps track of everything and alerts you when it’s time for your next scheduled maintenance, brake check or tire rotation, and, it integrates with SMART*trek* Active Alerts (telematics device).

Plus, you’ll be able to make appointments at your preferred participating AAA repair shop, have access to a repair cost estimator, and even be able to get online advice from SAE-certified mechanics. Various features and services will be offered to you within the Online Garage Program, which may include one or more of the following:

- One Stop Online Resource

- Automated Car Health History
- Upcoming Service Reminders
- Repair Cost Estimator
- Online Appointments
- Car Value Estimator
- Maintenance Details
- Repair Shop Locator
- Repair Shop Discounts
- AAA Insurance with SMARTtrek® Integration

The above list is exemplary only.

### **Your Information**

Your privacy matters to us and we are committed to helping you protect your personal information. In order to provide the Services to you, when you subscribe to the Online Garage Program ACA will share information you provided with certain third parties (“Program Partners”) who assist us in providing the Services to you, including American Automobile Association, Inc. (“AAA”), AAA Call Centers, AAR facilities and third party service providers. Please see the [AAA Online Garage Privacy Policy](#) for a detailed description of the information that is collected from you through the Site(s) in connection with the Services, how we may use that information, and the parties with whom that information may be shared. The AAA Online Garage Privacy Policy is hereby incorporated into your Subscription by reference. Please read it carefully.

To access the Services, you will be required to logon to your current AAA account using your AAA user name and password or create a new login. Your login credentials are for your exclusive use and may not be shared with any other person. You are responsible for maintaining the confidentiality of your login credentials and account information, and for controlling access to your information on the Site(s).

### **Subscription Term**

Your Subscription begins immediately upon Your acceptance of these Online Garage Subscription Terms. Your Subscription may terminate if (i) you cease to be a current AAA member, (ii) you cancel your Subscription, or (iii) We terminate your Subscription because of your violation of these Online Garage Subscription Terms.

### **Changes to Terms and Conditions**

We may change the terms and conditions applicable to use of the Services at any time, or impose new conditions, including adding fees for use of the Services. Such changes shall be effective immediately upon notice to you, which notice may be provided by any means, including posting on the Site(s), by email or by U.S. mail. Any use of the Services or access to the Site(s) after notice of the revised terms shall constitute your acceptance of such changes.

### **Proprietary Rights**

The Services and Site(s) incorporate, contain and/or make available material that is or may be protected by intellectual property laws, such as those pertaining to patents, copyrights, trademarks and trade secrets,

including but not limited to the following material: computer code, text, graphics, user interfaces, photographs, trademarks, logos, sounds, music, artwork and reports (“Content”). You acknowledge and agree that all rights in such Content belong to ACA and/or its licensors and that you do not obtain any ownership interest in any of the foregoing by virtue of your Subscription or by downloading copyrighted material. You shall not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within any Content. You will not attempt to reverse engineer, decompile or tamper with the Services, Site(s) or Content, in any way. Notwithstanding the foregoing, you may print one (1) copy of your Vehicle history report or related information for your personal, non-commercial use. Unless expressly permitted by these Terms and Conditions, you will not modify, copy, reproduce, republish, post, publicly display, or otherwise distribute the Content, without the prior written consent of ACA and/or its licensors.

### **Information Provided By You**

When you subscribe to the Service, you may upload certain information, which may include information such as: the make, model, VIN, service and repair history, and/or a photograph of your Vehicle. In addition, ACA may from time to time permit you to post comments or other information on the Site(s) in connection with the Service. Any such comments or information must not include any materials that you consider to be confidential or proprietary, as ACA shall have no obligation to keep such comments or information confidential and will not provide you any compensation.

You represent that you have the right and all necessary permissions to upload or post any of the foregoing (“User Information”) and that such User Information does not contain any false, misleading, inaccurate, incomplete, defamatory, libelous, offensive or otherwise inappropriate material or violate the intellectual property, privacy or other rights of any third party.

By uploading or posting any User Information, you expressly grant, and you represent and warrant that you have a right to grant, to ACA and its affiliates, including but not limited to AAA, AAA Call Centers and AAR facilities, a royalty-free, worldwide, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, store, and display the User Information throughout the world in any media now known or hereafter developed, including, without limitation, in the Service and on the Site(s). Unless you expressly consent at the time of submitting such User Information, the foregoing shall not include any public use or display of your name, town, city or street address.

### **Use of the Services and the Site(s)**

You are hereby granted a limited, non-exclusive and non-transferable license to access and use the Services in the United States solely for your personal, non-commercial use and only in accordance with these Terms and Conditions. This limited right is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by ACA, in the manner permitted by this Subscription. You may not use the Services in any other manner or for any other purpose.

ACA maintains one or more Site(s) that you may access in connection with the Services. You agree that you will not use or attempt to use the Site(s): (1) for any purpose or in any manner that is any way unlawful or prohibited, (2) to transmit any unauthorized or unsolicited advertisements or other commercial communications, (3) to transmit any viruses, (4) to interfere with any servers or networks associated with the Services; (5) to gain unauthorized access to any servers or networks associated with the Services, or (6) to impair or limit ACA’s ability to operate the Site(s) or provide the Services or any other person’s ability to access or use the Site(s) or the Services. Further, you agree that you will not sell

or attempt to sell any Content, including but not limited to reports, made available on or through the Services or on the Site(s). Unless expressly authorized by ACA you agree that, in connection with your use of the Site(s) and Services, you will only access or use information relating to you (and not to any other person) and/or your Vehicle or a Vehicle for which you have a legitimate purpose to seek the information, such as a potential purchase. You agree that you will access the Site(s) at your own risk.

**YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES, SITE(S), AND THE INTERNET GENERALLY.** You understand that ACA cannot and does not ensure continuous access to the Services or the Site(s). Access may be interrupted due to technical limitations, such as heavy use and server malfunctions, or other circumstances such as Internet connectivity or maintenance. We reserve the right to modify the Services and/or Site(s) at any time without your consent.

Any use of the Services and/or the Site(s), including any Content provided thereby, for any purpose not expressly permitted in these Terms and Conditions is prohibited. You acknowledge that your failure to abide by these Terms and Conditions may subject you to cancellation of your Subscription and/or civil and criminal liability.

Your Subscription is non-transferrable and you may not assign these Terms and Conditions or any of your interests, rights or obligations hereunder.

### **Third Party Sites**

The Site(s) may contain links to websites that are not owned or controlled by ACA whether of our affiliates or unaffiliated third parties (“Third Party Sites”). ACA does not monitor and has not necessarily reviewed the information on any Third Party Sites. ACA makes no representations or warranties of any kind with regard to any Third Party Sites, the information, products or services offered on them, or their terms of use, security or privacy practices. You should review the terms of use and privacy policy of each Third Party Site that you visit, and your use of any Third Party Site is at your sole risk.

### **SMS Messaging**

Unless specified otherwise in your Subscription preferences, if you provide us with your cell phone number, you consent to receive Online Garage communications by text message. We do not charge a fee to send or receive text messages as part of the Services. However, text messaging and data rates charged by your wireless carrier may apply. Please check with your wireless carrier for applicable fees. You will be responsible for all text message or data fees incurred in connection with any Online Garage communications that we send to the cell phone number you provide to us. If you no longer wish to receive Online Garage communications by text message, you may reply STOP to Online Garage [(Insert Number)] or change your Subscription preferences.

### **No Warranty as to Accuracy of Information/No Advice**

We make reasonable efforts to provide accurate and up to date information through the Services and the Site(s), but we do not guarantee the reliability or accuracy of any of the information provided on or through the Services and/or the Site(s). The information and services made available on or through the Online Garage Program and the Site(s), including but not limited to Vehicle repair history, service providers, estimated values, maintenance reminders, ability to schedule appointments, repair alerts and lease information, is provided by ACA as a courtesy for the convenience of our members and residents of our territory. ACA does not give any advice or offer any opinion with regard to the value or suitability of any particular transaction or course of action. The availability of information through a Site(s) does not

constitute a recommendation by ACA to follow any particular course of action. Any decision that you make must be based solely on your own evaluation of such information and your circumstances and objectives. ACA recommends that you independently verify the accuracy, currency and reliability of any information made available via a Site(s) and upon which you intend to rely.

The information provided in the Online Garage Program is derived from various sources, including third party databases, records provided by independent repair shops, and users of the Online Garage Program. ACA believes these sources to be reliable. BUT NO RESPONSIBILITY IS ASSUMED BY ACA OR ANY PARENTS, AFFILIATES, OR AGENTS FOR ERRORS IN ACCURACIES OR OMISSIONS.

### **Your Representations and Warranties**

Without limiting the foregoing, by subscribing for and/or using Services, you represent and warrant that (a) you are at least 18 years old; (b) you are a current ACA member or a resident in ACA 's territory; (c) you have read and agree to abide by these Terms and Conditions; (d) you are the legal, authorized owner or lessee of the Vehicle that you have described to ACA in connection with your Subscription and you have the right to enroll the Vehicle in the Online Garage program; (e) you have read and agree to the AAA Online Garage Privacy Policy, (f) all information provided by you in connection with your Subscription is truthful, accurate and complete, and (g) you will not use the Services for any unlawful purpose or in violation of any applicable law. To the extent that any information you have provided in connection with your Subscription becomes inaccurate or incomplete, you will promptly notify ACA.

### **Your Obligation to Indemnify**

You agree to indemnify, defend and hold ACA, AAA, AAA Call Centers, AAR facilities, and each of their parents, agents, affiliates, subsidiaries, directors, officers, employees, and applicable third parties (collectively "Indemnified Person(s)") harmless from and against any and all third party claims, liability, loss, and expense (including damage awards, settlement amounts, and reasonable legal fees), brought against any Indemnified Person(s), arising out of, related to or which may arise from your use of the Services and/or the Site(s) (including any Content) and/or your breach of any of these Terms and Conditions.

### **Disclaimer of Warranties, Limitations of Liability**

YOU EXPRESSLY AGREE THAT USE OF THE SERVICES OR SITE(S) IS AT YOUR SOLE RISK. NEITHER ACA NOR ANY INDEMNIFIED PERSON WARRANTS THAT THE SERVICES OR SITE(S) WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES OR SITE(S), OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION, SERVICE, REPORTS OR MATERIALS PROVIDED THROUGH THE SERVICES OR SITE(S).

THE SERVICES, SITE(S) AND ALL INFORMATION PROVIDED ON OR THROUGH THEM IS PROVIDED ON AN "AS IS, WHERE IS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN ANY WARRANTIES THAT BY LAW CANNOT BE EXCLUDED. NEITHER ACA NOR ANY INDEMNIFIED PERSON MAKES ANY WARRANTIES RELATING TO ANY OF THE VEHICLES ABOUT WHICH INFORMATION IS PROVIDED ON THE SERVICE OR SITE(S), INCLUDING BUT NOT LIMITED TO THE OWNERSHIP, CONDITION, TITLE, REPAIR HISTORY OR VALUE OF SUCH VEHICLES.

THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INACCURACY, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OR USE OF THE SERVICES OR SITE(S), WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR (INCLUDING STRICT LIABILITY), NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU SPECIFICALLY ACKNOWLEDGE THAT NEITHER ACA NOR ANY INDEMNIFIED PERSON IS LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD-PARTIES, OR THE ACCURACY OF ANY INFORMATION PROVIDED BY ANY USER, AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN NO EVENT WILL ACA, ANY INDEMNIFIED PERSON OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DISTRIBUTING THE SERVICES OR SITE(S) OR THE CONTENT INCLUDED THEREIN, BE LIABLE IN CONTRACT, IN TORT (INCLUDING FOR ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR SIMILAR DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, LOSS OF USE, OR SIMILAR ECONOMIC LOSS, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES OR SITE(S). YOU HEREBY ACKNOWLEDGE THAT THE PROVISIONS OF THIS SECTION SHALL APPLY TO ALL USE OF AND CONTENT PROVIDED IN CONNECTION WITH THE SERVICES OR SITE(S). APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN NO EVENT SHALL ACA OR ANY INDEMNIFIED PERSON'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING ITS OWN NEGLIGENCE) OR UNDER ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY) EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THE SERVICES OR SITE(S) OR OBTAINING ANY REPORTS OR OTHER INFORMATION FROM THE SERVICES OR SITE(S).

#### **Discontinuation of Services/Site(s)**

Except as otherwise prohibited by law and subject to the terms of any other written agreement between you and ACA, ACA may, in its sole discretion, terminate your use of the Services or any Site(s) at any time, for any or no reason. We reserve the right to change, suspend, or discontinue all or any aspects of the Services or any Site(s) at any time, without prior notice. Notwithstanding the foregoing, we will endeavor to provide advance notice of any termination of the Services or the Site(s).

You acknowledge and agree that from time to time the Services and/or Site(s) may be inaccessible or inoperable for any reason, including, without limitation, equipment malfunctions, Internet connectivity problems, periodic maintenance, or repairs or causes beyond the control of ACA.

#### **Copyright Infringement; The Digital Millennium Copyright Act**

We respect the intellectual property rights of others and request that you do the same when using the Site(s). Pursuant to Section 512(c) of the Digital Millennium Copyright Act (DMCA), Title 17, United States Code, a copyright owner or its authorized agent may notify us of alleged copyright infringement by material posted on the Site(s). If you believe that your copyrighted work has been used on the Site(s) in an infringing manner, you may notify us at:

ACA Legal Department  
One River Place,  
Wilmington, DE 19801

AAAhelp@onlinegarage.com

Your notification must include ALL of the following:

- (i) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- (ii) Identification of the copyrighted work claimed to have been infringed;
- (iii) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.
- (iv) Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, your email address.
- (v) A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.
- (vi) A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

#### **Miscellaneous**

These Terms and Conditions shall be governed by the laws of the State of Florida (without regard to the rules governing conflicts or choice of laws). Any claim arising out of or relating to these Terms and Conditions, the Services and/or the Site(s) shall be settled by binding arbitration in Orlando, Florida in accordance with the American Arbitration Association's commercial arbitration rules. Any such claim shall be arbitrated on an individual basis, not consolidated with another party's claim. Judgment on the arbitration award may be entered into any court with jurisdiction, and the arbitrator's award shall not be appealable or reviewable except as permitted by Florida law. However, (a) each party may seek interim relief from a court in Orlando, Florida to protect the party's rights or property while arbitration is pending, and (b) at its option, may bypass arbitration in cases of fraud or other crimes against it, interference with its technical operations or violations of its rights or property. Unless otherwise stated herein, these Terms and Conditions and the AAA Online Garage Privacy Policy contain the entire understanding and agreement of the parties relating to the subject matter. In the event that any provision of these Terms and Conditions is determined to be invalid, unenforceable or otherwise illegal, such provision shall be deemed severed and the remainder of the terms and conditions shall remain in full force and effect. No term or condition shall be deemed waived, and no breach shall be deemed excused, unless such waiver is in writing and is executed by the party against whom such waiver or excuse is claimed.

#### **Consent to Conduct Business Electronically/Electronic Signature**

You agree that ACA, on behalf of itself, and others, may send communications to you by e-mail at the e-mail address provided with your Subscription and/or make communications available to you by posting them on the Site(s). By signing the Subscription (through electronic acceptance), you agree to these Terms and Conditions. By selecting "I Agree" or other affirmative selection, whether manifested by words, use of a key pad, mouse click or other act, you are signing the Subscription electronically.

All rights not expressly granted herein are fully reserved to ACA and its licensors.

## Applicability

Site(s): [www.aaa.com/onlinegarage](http://www.aaa.com/onlinegarage)  
[www.aaa.com/onlinegarage-home](http://www.aaa.com/onlinegarage-home)