

**IMPORTANT – PLEASE READ CAREFULLY
THIS IS A CONTRACT THAT AFFECTS YOUR RIGHTS**

TERMS & CONDITIONS

Effective Date: October 1, 2025

CarParts.com, Inc. and all related companies, including subsidiaries and affiliated legal entities (“CarParts.com,” “We,” “Us,” or “Our”), a U.S. company whose principal place of business is located at 2050 West 190th Street, Suite 400, Torrance, CA 90504, offers its websites (including this website and our mobile websites) (the “Websites”) and applications (“Apps”), including all of the Services (defined below), on the condition that you agree to these Terms & Conditions (“Terms & Conditions,” “Terms,” or “Agreement”) without changes. You have the right to consult a lawyer of your choice if you do not understand any aspect of the Terms.

BY AGREEING TO THESE TERMS & CONDITIONS, YOU AND CARPARTS.COM AGREE TO RESOLVE ALL OF THEIR DISPUTES SOLELY THROUGH BINDING INDIVIDUAL ARBITRATION OR IN SMALL CLAIMS COURT AND WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS ACTIONS AND TO HAVE CLAIMS DECIDED BY A JURY.

These Terms govern all aspects of your interactions with Us and every use by you of the websites and Our mobile or television Apps (collectively, the “Services”). By way of example, but not limitation, this includes all access to, registration with, and browsing of the websites; all uses of the Apps; all purchases and other activities of any kind by you on the websites and the Apps whether on your own behalf or on behalf of another; and all access to and use by you of any functions, services, and information available on or through the websites and Apps. Communications between you and Us arising out of or related in any way to the websites or Apps are also governed by these Terms, including communications related to or arising out of any promotions, contests, marketing, advertising, and the operation of the websites and Apps.

By using Our Services, you agree to be bound by these Terms. Unless We publish changes to these Terms on our websites or Apps, these Terms are final. If you do not agree to these Terms, do not use our Services.

In agreeing to these Terms, you expressly acknowledge that your use of the websites results in information about you and/or your browsing activity being sent to third parties which provide marketing and other services to Us and consent to such communications. You can learn more about Our information collection and usage practices, and the information shared with third parties, by reading our [Privacy Policy](#).

To the extent there is a conflict between that Privacy Policy and these Terms & Conditions, or any additional Agreements you may enter into with us, these Terms & Conditions will control to the fullest extent permitted by law.

If you have any questions regarding these Terms, please direct any inquiries to us through this [link](#).

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1. Our Provision of the Services

As We continuously strive to improve Our Services, the form and nature of what We offer may change without notice. We also reserve the right to stop providing some or all of the Services and Our websites and Apps without prior notice. You can stop using the Services at any time without informing Us.

2. Your Use of the Services

2.1 As a condition of access to and use of the Services, all information you provide to Us must be truthful, accurate, and up to date. You agree to use the Services for lawful purposes only and in strict accordance with these Terms and any applicable laws, regulations, or generally accepted practices or guidelines in any relevant jurisdictions (including any laws regarding data or software export to and from the United States and other relevant countries).

2.2 You agree that you will only access the Services and the websites and Apps through interfaces provided by Us and not use or attempt to use automated methods like scripts or web crawlers for such purposes.

2.3 You also agree not to interfere with or disrupt the Services (or any underlying servers and networks), and not to reproduce or copy any part of the Services, websites, and Apps.

2.4 You are solely responsible for all consequences which result from any breach by you of these Terms, including those suffered by third parties. You further agree that We shall have no liability to you or any third parties in connection with any breach by you of these Terms.

3. Your passwords and account security

3.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. Accordingly, you agree that you will be solely responsible to Us for all activities that occur under your account.

3.2 If you become aware of any unauthorized use of your password or of your account, you agree to notify Us immediately through this [link](#).

4. Electronic Communications

When you use the Services, send e-mails and text messages to Us, and communicate with Us through the websites and Apps, you are communicating with Us electronically. You consent to receive communications from Us electronically. We will communicate with you in a variety of ways, such as by e-mail, text, in-app push notices, by mail, or by posting notices and messages through the Services. You agree that all Agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

5. Orders and Product Availability

5.1 All descriptions, images, features, prices, and specifications of products and services on the Services are subject to change without notice. Certain details, such as weights and measures, are approximate and provided for convenience. Inclusion of products or services does not guarantee their availability at the time of purchase.

5.2 We strive to meet demand but may cancel orders for unavailable products or services without further obligations, even after sending an order confirmation or shipping notice. Shipping costs are estimates based on available information and may vary due to changes in package weight, dimensions, origin, destination, or other factors between order submission and shipment.

5.3 By providing payment or transactional information (e.g., credit card details or address), you (a) confirm you are authorized to use the payment method and (b) authorize us to share this information with third parties to complete your purchase.

6. Limitation on Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL WE OR OUR SUBSIDIARIES, AFFILIATES, EMPLOYEES, DIRECTORS, OFFICERS, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING FOR ANY LOST PROFITS OR LOST DATA ARISING OUT OF OR IN CONNECTION WITH YOUR PURCHASE AND USE OF ANY PRODUCTS FROM US OR FROM ANY OTHER USE BY YOU OF THE SERVICES, WEBSITES, OR APPS. THIS LIMITATION APPLIES EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED IN ANY WAY WITH THE SERVICES, WEBSITES, OR APPS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THEM.

7. Disclaimer of Additional Charges

TO THE FULLEST EXTENT PERMITTED BY LAW, CARPARTS.COM SHALL NOT BE LIABLE AND DISCLAIMS ANY RESPONSIBILITY FOR ADDITIONAL CHARGES OR

LIABILITIES OF ANY KIND INCURRED BY YOU IN CONNECTION WITH THE PURCHASE, OWNERSHIP, OR USE OF PRODUCTS PURCHASED FROM US. BY WAY OF EXAMPLE, AND NOT LIMITATION, THIS DISCLAIMER EXTENDS TO COSTS ASSOCIATED WITH LABOR; LOSS OF THE USE OF A VEHICLE; TRAVEL TIME; LOST TIME AT WORK IF THE VEHICLE IS USED FOR WORK; A LOCALITY RESTRICTING THE USE OF A PRODUCT; AND SHIPPING AND STORAGE OF THE PRODUCTS AND DELAYED DELIVERIES.

8. Limitations on Warranties

TO THE FULLEST EXTENT PERMITTED BY LAW, CARPARTS.COM DISCLAIMS FOR ITSELF ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR THE WEBSITE, APPS, AND ALL PRODUCTS AND SERVICES IT SELLS. CARPARTS.COM DOES NOT WARRANT THAT YOUR USE OF THE WEBSITES OR APPS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE WEBSITES AND APPS (AND ASSOCIATED SERVERS) ARE FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS. ALTHOUGH CARPARTS.COM ENDEAVORS TO PROVIDE ACCURATE INFORMATION, IT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE ACCURACY OR RELIABILITY OF INFORMATION ON THESE WEBSITES OR APPS. THIS SITE, ALL CONTENTS, AND ALL PRODUCTS MADE AVAILABLE THROUGH THE SITE ARE PROVIDED ON AN "AS IS" BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. WE ARE NOT RESPONSIBLE FOR DAMAGE OR HARM CAUSED BY IMPROPER USE OR INSTALLATION OF ANY ITEM OFFERED FOR SALE ON THE WEBSITES OR FOR ANY ACTION OR INACTION TAKEN BASED IN WHOLE OR IN PART OF INFORMATION PROVIDED ON OR THROUGH THIS WEB SITE.

THESE TERMS DO NOT LIMIT WARRANTIES PROVIDED TO YOU BY THIRD PARTIES, INCLUDING BY THE MANUFACTURERS OF PRODUCTS SOLD BY US.

9. Time Limitations on Claims

TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANY STATUTES OF LIMITATION, YOU MUST NOTIFY CARPARTS.COM OF ANY A CLAIM RELATING TO OR ARISING FROM YOUR USE OF THE SERVICES, WEBSITES, AND APPS WITHIN ONE (1) YEAR OF THE DATE OF THE EVENTS FIRST GIVING RISE TO THE CLAIM. YOU AGREE THAT IF YOU FAIL TO GIVE SUCH NOTICE, SUCH CLAIMS SHALL BE WAIVED.

10. User Content

Visitors may post reviews, comments, and other content and communications; and submit suggestions, ideas, comments, questions, or other information, so long as you do not:

- violate any law or regulation;
- violate or infringe other people's intellectual property, privacy, publicity, or other legal rights;
- transmit anything that is illegal, abusive, harassing, harmful to reputation, pornographic, indecent, profane, obscene, hateful, racist, or otherwise objectionable;
- send unsolicited or unauthorized advertising or commercial communications, such as spam;
- transmit any malicious or unsolicited software;
- stalk, harass, defame or harm another individual;
- impersonate or misrepresent your affiliation with someone else;
- use any means to "scrape," "crawl," or "spider" any Web pages contained in the Services (although We may allow operators of public search engines to use spiders to index materials for the sole purpose of creating publicly available searchable indices of the materials, but not caches or archives of such materials, provided We reserve the right to revoke these exceptions); or
- interfere with or disrupt the Services.

You agree that by submitting communications or content that such submission is non-confidential for all purposes. If you do post content or submit material, and unless We indicate otherwise, you grant Us a nonexclusive, royalty-free, perpetual, irrevocable, and fully sublicensable right to use, reproduce, modify, adapt, publish, perform, translate, create derivative works from, distribute, and display such content throughout the world in any media. You grant Us and Our sublicensees the right to use the name that you submit in connection with such content. You represent and warrant that you own or otherwise control all of the rights to the content that you post; that the content is accurate; that use of the content you supply does not violate these Terms and will not cause injury to any person or entity; and that you will indemnify Us for all claims resulting from content you supply. We have the right but not the obligation to monitor and edit or remove any activity or content. We take no responsibility and assume no liability for any content posted by you or any third party.

We make no claims or promises about the quality, accuracy, or reliability of any recommendations, reviews, comments, or other content available on or through Our Services. We are not liable for any loss or damage that might arise from your reliance on any recommendations or other content on or through the Services.

11. Proprietary Ownership

The information and materials provided on or through the Services, including any content, data, text, designs, graphics, images, photographs, illustrations, audio and video clips, logos, icons and links (collectively, the “Materials”) are owned exclusively by Us or Our licensors, and are intended to educate and inform you about Our products and Services offered or described on the Services. Subject to your compliance with these Terms, you may use the Materials solely for your personal, non-commercial use, provided that you do not remove any copyright or other proprietary notices contained therein. Subject to your compliance with these Terms, We grant you a limited license to use the Services and Materials for your personal use only; provided that you may not use, reproduce, modify, display, publicly perform, distribute, create derivative works of or circumvent any technological measure that effectively controls access to the Services and/or Materials in any way including, without limitation, by manual or automatic device or process, for any purpose. Notwithstanding anything to the contrary herein, all rights not specifically granted in the license set forth above shall be reserved and remain always with Us. Use of the Services and Materials for any purpose other than as expressly authorized in these Terms is a violation of our copyrights and other proprietary rights and is strictly prohibited.

Except as expressly set forth in these Terms, the Services, including all software, databases, proprietary information, documentation, software, contents, computer codes, ideas, know-how and Materials (and all modifications and derivative works thereof and any intellectual property and other rights relating thereto or contained therein) including, without limitation, the selection, compilations, sequence and “look and feel” and arrangement of items, is owned and operated by Us and will remain Our exclusive property. You acknowledge that the Services and Materials are protected by copyright, trademark and other laws. You further acknowledge that you do not acquire any ownership rights by using the Services or the Materials. You shall not challenge, contest or otherwise impair Our ownership of the Services and Materials and the content therein.

The trademarks, logos, and service marks displayed on the Services (collectively the “Trademarks”) are registered and unregistered trademarks of Us and Our advertisers, licensors, suppliers and others. The Trademarks owned by Us, whether registered or unregistered, may not be used in connection with any product or service that is not offered by Us, in any manner that is likely to cause confusion with customers, or in any

manner that disparages Us. Nothing contained on the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express written permission of Us, Our licensors or suppliers, or the third-party owner of any such Trademark. Misuse of any Trademarks is prohibited, and We will aggressively enforce Our intellectual property rights in such Trademarks, including via civil and criminal proceedings.

12. Termination

We reserve the right to immediately terminate, and without prior notice, your right to access and use the Services, websites, and Apps, or any portion thereof, at any time and for any reason, with or without cause, including but not limited to repeated unauthorized postings of copyrighted works. Upon termination of these Terms, your right to use the Services, websites, and Apps shall immediately cease, and you shall destroy all Materials obtained from the Services and all copies thereof. You agree that We may immediately deactivate or delete your password and user name, and all related information and files associated with them, and/or bar any further access to such information or files. You agree that We shall not be liable to you or any third party for any termination of your access to the Services or to any such information or files, and shall not be required to make such information or files available to you after any such termination.

All parts of Section 13, the Dispute Resolution – Arbitration Agreement, will remain in effect even if the Terms or your relationship with Us ends.

13. Indemnification

TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CARPARTS.COM, TOGETHER WITH OUR SUBSIDIARIES, AFFILIATES, INDEPENDENT CONTRACTORS, SERVICE PROVIDERS AND CONSULTANTS, AND EACH OF THEIR RESPECTIVE DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY AND ALL CLAIMS, DAMAGES, COSTS, LIABILITIES, AND EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) ARISING OUT OF OR RELATED TO ANY CONTENT YOU POST, STORE, OR OTHERWISE TRANSMIT ON OR THROUGH THE SERVICES, OR YOUR USE OF OR INABILITY TO USE THE SERVICES, INCLUDING WITHOUT LIMITATION ANY ACTUAL OR THREATENED SUIT, DEMAND, OR CLAIM ARISING OUT OF OR RELATING TO THE CONTENT, YOUR CONDUCT, YOUR VIOLATION OF THIS AGREEMENT OR YOUR VIOLATION OF THE RIGHTS OF ANY THIRD PARTY.

14. Dispute Resolution - Arbitration Agreement

If a dispute arises between you and Us, we will strive to resolve it fairly. In some cases, however, a third party may be needed to help resolve such disputes. This section of Our Terms (the "Arbitration Agreement") strictly limits both you and Us to resolving all disputes through individual arbitration or small claims court only.

YOU AND CARPARTS.COM AGREE THAT ALL DISPUTES WHICH CANNOT BE RESOLVED INFORMALLY MUST BE RESOLVED THROUGH BINDING INDIVIDUAL ARBITRATION, AND YOU AND CARPARTS.COM WAIVE ALL RIGHTS TO A JURY TRIAL AND TO PARTICIPATE IN ANY CLASS ACTION OR CONSOLIDATED PROCEEDING.

All Disputes Covered. The term "Disputes" is defined broadly to include all claims and controversies of any type, including, but not limited to, statutory, regulatory, constitutional, contractual, common law, and tax-related claims and controversies, as well as those involving allegations of negligence, fraud, and misrepresentation.

All Persons and Entities Covered. This Arbitration Agreement extends to all agents, attorneys, contractors, subcontractors, employees, service providers, and all others acting on behalf of you or Us, including those on whose behalf you visit the Websites or use the Apps. In addition, it is binding on the heirs, successors, agents, and assigns of you and Us, as well as all corporations related in any way to CarParts.com. If a Dispute involves parties who are not subject to this Arbitration Agreement, claims involving such parties shall be stayed pending the resolution of all related arbitrations.

Governing Law. This Arbitration Agreement is governed exclusively by the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1 et seq., and not any state or local laws. You and We agree that this Arbitration Agreement involves interstate commerce under the FAA. The laws of the State of California, but not including its conflicts of law rules, shall govern exclusively the resolution of all Disputes except to the extent preempted by federal law.

The Informal Settlement Process. Before initiating an arbitration, you and We must first participate in the informal dispute resolution process as follows:

(a) To start the informal settlement process, the party initiating any Dispute ("Claimant") must send a signed, written statement ("Claim Statement") to the other party ("Respondent"). The Claim Statement must include the Claimant's full name, mailing address, email address, the date(s) the Dispute arose, a detailed explanation of the facts relevant to the Dispute, and a proposal for resolving it, including any claimed amount and how that amount it was calculated. The Respondent may request additional information, and the Claimant agrees to reasonably investigate and provide additional information responsive to the Respondent's request. Claim Statements must be sent to

CarParts.com either by certified mail or by email to these addresses: CarParts.com, Inc., 2050 W. 190th Street, 4th Floor, Torrance, CA 90504, Attention: General Counsel.

(b) If the Claimant is represented by an attorney, the Claim Statement must authorize the Respondent to share information about the Dispute with the named attorney. The Claimant's attorney must sign the Claim Statement under oath or penalty of perjury, in accordance with 28 U.S.C. § 1746 or similar state laws, certifying compliance with Rule 11 of the Federal Rules of Civil Procedure ("Rule 11"). The certified Claim Statement will be admissible in any arbitration or court proceeding related to the Dispute.

(c) Once a Claim Statement meeting the requirements of the Arbitration Agreement is received by the Respondent, the Claimant and Respondent shall work in good faith to resolve the Dispute for a period of at least 60 days. Sending the Claim Statement pauses any applicable statutes of limitations for the 60-day period starting from the date the Respondent receives a proper Claim Statement.

(d) Failure to complete in good faith the informal settlement process is a material breach of this Arbitration Agreement. Any arbitration action filed under this Arbitration Agreement must state that the Claimant has completed in good faith the informal settlement process. No arbitrator may be appointed to hear a Dispute where the requirements of the informal settlement process have not been satisfied. If, after an arbitrator is appointed, the arbitrator concludes that the Claimant or Respondent have not participated in good faith in the informal settlement process, that arbitrator shall consider that failure a default and dismiss the arbitration. In such a circumstance, the arbitration may require the defaulting party and/or its attorneys to reimburse the non-defaulting party for all arbitration fees and costs it has incurred.

(f) At the end of the informal settlement process, unresolved Disputes from the Claim Statement, and no others, can then and only then be pursued on an individual basis only either in (1) binding individual arbitration (as provided for below), or (2) small claims court, if the requirements of small claims court are satisfied.

No Class Actions. TO THE FULLEST EXTENT ALLOWED BY LAW, AND EXCEPT AS SPECIFIED IN THE MASS ARBITRATION RULES, BELOW, YOU AND WE AGREE THAT ALL DISPUTES MUST BE RESOLVED INDIVIDUALLY, AND NOT VIA CLASS ACTION, EVEN IF THIS ARBITRATION AGREEMENT IS FOUND TO BE UNENFORCEABLE.

This means: (a) neither you nor We can file or participate in a class action, consolidated action, or representative action; (b) an arbitrator cannot combine claims from multiple claimants or oversee a consolidated, class, or representative action; and (c) an arbitrator's decision or award will apply only to that specific claimant's Dispute. This

section does not limit the relief available to you or Us in individual arbitration or small claims court, nor does it restrict either party's right to settle Disputes by mutual agreement, including through class-wide settlements via mediation or other means.

Fees and Costs. You and We are responsible for our own costs and attorneys' fees in connection with all Disputes. However, either party may seek to recover such fees and costs if allowed by applicable law or arbitration rules applicable to the Dispute. If an arbitrator finds that a claim or counterclaim was made or prosecuted in bad faith, for an improper purpose, to exert undue pressure, or was entirely frivolous, the arbitrator may award costs, arbitration fees, and attorneys' fees to the defending party.

Changes. If CarParts.com changes this Arbitration Agreement after you last accepted the Terms, you can reject those changes by sending written notice within 30 days of the effective date of such changes. The notice must include your full name and mailing address, and clearly state that you reject the Arbitration Agreement changes. By rejecting these changes, you agree to arbitrate any dispute based on the version of the Arbitration Agreement that was in effect when you last agreed to the Terms. Send your notice by certified mail or email to: CarParts.com, Inc., 2050 W. 190th Street, 4th Floor, Torrance, CA 90504, Attention: General Counsel.

Improperly Commenced Arbitration. If either party believes the other party has started or is about to start an arbitration in violation of this Arbitration Agreement (including the Mass Arbitration rules set forth below), you and CarParts.com agree that that party can request a court order to stop the arbitration and that any arbitration subject to such a court action shall be stayed until the court action is concluded. The court in such action shall have the authority to order the payment of costs and reasonable attorneys' fees related to such a proceeding upon a finding that an arbitration was commenced in knowing violation of the Arbitration Agreement.

Survival. The Arbitration Agreement will survive and remain in effect even after your relationship with CarParts.com has ended and despite any action purporting to terminate any Agreement between you and CarParts.com.

Severability. Except as expressly provided in the Mass Arbitration rules, below, if any part of the Arbitration Agreement is found to be unenforceable, its remaining provisions will still apply to the fullest extent allowed by law.

ARBITRATION RULES AND REQUIREMENTS

In arbitration, there is no judge or jury, but the arbitrator has the authority to hear all Disputes and grant the same relief a court could. The arbitrator must interpret and apply the Terms and this Arbitration Agreement just as a court would. The results of an arbitration shall have no effect on other Disputes between you and CarParts.com and shall not be binding in any other Disputes in which you are not a party.

Any court with proper authority and jurisdiction can enforce this Arbitration Agreement, including any matters related to Mass Arbitration, as defined below. The court may also prevent the filing or continuation of any arbitration, or the imposition of fees and costs associated with any arbitration, if such a filing or the imposition of fees or costs does not comply with the requirements of the Arbitration Agreement.

Unless stated otherwise in this Arbitration Agreement, if you and We disagree about whether a Dispute must be arbitrated, the scope of the arbitrator's authority, or the enforceability of any specific terms of the Arbitration Agreement, the arbitrator shall have the sole authority to resolve these such disputes.

However, if you or We argue that this Arbitration Agreement is not for any reason an enforceable contract, only a court with proper authority can decide that matter, and any pending arbitration shall be stayed until a final decision on the matter by a court in which such a claim is asserted after the exhaustion of any appeals. This provision does not limit either party's right to challenge in a court of competent jurisdiction an improperly commenced arbitration as elsewhere provided in this Arbitration Agreement.

In any arbitration between you and Carparts.com, the Respondent may choose to make a written settlement offer at any time after the initiation of arbitration but is under no obligation to do so. The settlement offer amount or terms will not be revealed to the arbitrator until after an award (including any dispositive decision) is made. To the fullest extent permitted by law, if the award is less than the settlement offer or favors the Respondent, the Claimant must pay the Respondent's arbitration fees and costs incurred after the offer to the fullest extent permitted by law.

The arbitration process will vary depending on whether the Dispute is pursued individually or as part of a Mass Arbitration (defined below). These individual arbitration rules do not apply to Disputes that are part of a Mass Arbitration except in connection with the limited bellwether arbitrations described in the Mass Arbitration Rules set forth below.

If the American Arbitration Association ("AAA") is for any reason whatsoever unavailable, unable, or unwilling to handle an arbitration assigned to it under this Arbitration Agreement (including as a result of any aspect of this Arbitration Agreement which does not meet with their approval), or otherwise finds that it cannot arbitrate a Dispute, you and We will negotiate in good faith to choose an alternative arbitrator or organization to conduct the arbitration in accordance with all of the requirements of this Arbitration Agreement. If no such agreement is reached, the parties shall jointly ask a court to appoint an arbitrator or arbitration organization under 9 U.S.C. § 5 to conduct the arbitration in accordance with all of the requirements of this Arbitration Agreement.

Individual Arbitration Rules. All individual arbitrations (those not subject to the Mass Arbitration rules, below) shall be before a single arbitrator of the AAA. Arbitrations involving consumers will be governed by this Arbitration Agreement and the [AAA Consumer Arbitration Rules \(“Consumer Rules”\) and the AAA Consumer Due Process Protocol](#). However, the Consumer Rules shall only apply if the Dispute involves or is related to goods or services offered or purchased for personal or household use, and not goods or services offered or purchased for any other use or purpose, including in support of a business, job, or profession or for resale. Arbitrations not governed by the Consumer Rules shall be governed by this Arbitration Agreement and the [AAA Commercial Arbitration Rules and the AAA Optional Appellate Rules](#). If there is a conflict between this Arbitration Agreement and any applicable AAA rules and protocols, these Terms will control.

For consumer arbitrations where claims or counterclaims are under \$25,000 USD each, the case will be decided without appearances, based only on submitted documents (including sworn statements) under R-29 of the Consumer Rules (or its successor under the AAA Consumer Rules). However, the arbitrator may permit reasonable and appropriate discovery (proportionate to the Dispute amount and not imposing undue cost or hardship on either of the parties) and may allow a hearing by phone or video conference, unless, in the arbitrator’s sole discretion, fairness requires an in-person hearing and the cost of an in-person hearing is reasonable compared to the Dispute amount. All decisions by an arbitrator, including any awards, can be enforced or confirmed in any court with proper jurisdiction, but they shall have no precedential effect in another arbitration.

To begin an arbitration with the AAA, the informal settlement process must first be completed. Afterward, the claiming party must send a letter describing the Dispute, including any amount claimed, and requesting arbitration to the American Arbitration Association Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043 or by filing a request online through the [AAA website](#).

Any attorney representing a Claimant must sign, under oath or penalty of perjury, a Rule 11 certification with regard to the arbitration demand, which certification shall be included with any arbitration demand under this Arbitration Agreement. This certification will be admissible in any arbitration or court proceeding related to the Dispute, and the arbitrator shall have the authority to impose sanctions as provided for by Rule 11.

Mass Arbitration Rules. If 25 or more claimants (each a “Mass Arbitration Claimant”) or their lawyers file or disclose to CarParts.com an intention to file demands for arbitration against CarParts.com raising substantially identical Disputes, and counsel for the claimants are the same or coordinated across these Disputes (a “Mass Arbitration”), these special mass arbitration rules shall apply to the exclusion of any other mass

arbitration rules published by any arbitration organization, including the AAA. Any dispute concerning whether these Mass Arbitration Rules apply or challenging the enforceability of any of these Mass Arbitration Rules may only be resolved by a court of competent jurisdiction, and no arbitrator shall be appointed in the absence of such a court determination except by agreement of the parties.

Each Mass Arbitration Claimant must satisfy the informal settlement process outlined above before proceeding to arbitration, including the requirement of a signed certification of counsel under oath or penalty of perjury (consistent with 28 U.S.C. § 1746 or similar state laws) of compliance with Rule 11 for each claimant. Arbitrators in any resulting arbitrations will have the authority to impose sanctions as allowed by Rule 11. Lawyers representing the Mass Arbitration Claimants shall also certify, under oath, that no other attorney represents the Mass Arbitration Claimants in connection with the Disputes raised during the informal settlement process.

If the informal settlement process fails for any Mass Arbitration Claimants, counsel for the parties will each select up to five (5) Mass Arbitration Claimants (totaling no more than ten (10) with an equal number selected by each of counsel for the Mass Arbitration Claimants and counsel for Us) for bellwether arbitrations which will be decided individually under the Individual Arbitration Rules, above, with each case assigned to a different arbitrator. Any other arbitration claims which have been filed by other Mass Arbitration Claimants must be dismissed without prejudice before the bellwether arbitrations can begin.

Each bellwether arbitration must be completed within 120 days unless otherwise agreed. No further arbitration demands can be filed by Mass Arbitration Claimants during the pendency of the bellwether arbitrations or during the subsequent mandatory mediation process described below.

After the bellwether cases are resolved, the parties' counsel will promptly participate in good faith in non-binding, confidential mediation for at least 60 days to resolve all remaining Disputes of the Mass Arbitration Claimants. This mediation will be conducted by the AAA under its current Mediation Procedures unless both sides agree to a different mediator or mediation process.

To prevent the Disputes asserted by the Mass Arbitration Claimants from expiring, all statutes of limitation for their Disputes will be paused until the completion of the informal settlement process, the bellwether arbitrations, and the completion of the mediation described below.

Mass Arbitration Claimants whose claims remain unresolved after mediation can only pursue their disputes in small claims court (if eligible) or through a documents-only arbitration with FairClaims, Inc. (and not with the AAA or any other arbitrator or

arbitration-sponsoring organization). The applicable FairClaims rules shall be either those for Small Claims or the Fast Track rules will depend on the claim amount, information about which is available [here](#). Decisions from the bellwether arbitrations can be used in FairClaims arbitrations for their persuasive value only but shall not be binding. Discovery obtained in the bellwether cases may be used in connection with FairClaims arbitrations subject to appropriate confidentiality protections.

If any aspect of these Mass Arbitration Rules is determined to be unenforceable for any reason in a court decision as to which further review is foreclosed, and as to which all available motions, appeals, and petitions for review have been resolved fully or not timely pursued (a “Final Determination”), all unresolved Disputes between the Mass Arbitration Claimants and CarParts.com shall be resolved in the courts of the State of California. CarParts.com shall have the right to request such a case be removed to federal court if it so qualifies. In any court action filed under this provision, the class of plaintiffs shall be strictly limited to Mass Arbitration Claimants who have satisfied the informal settlement process and who have unresolved Disputes.

If any arbitrations filed by or for Mass Arbitration Claimants are still pending after a Final Determination, those Mass Arbitration Claimants must immediately dismiss their arbitrations without prejudice. A ruling that the Mass Arbitration Rules or any aspect of them are unenforceable will not affect the validity or enforceability of any other parts of this Arbitration Agreement or any other part of the Terms.

15. Advertisements

Some of the Services are supported by advertising revenue and may display advertisements and promotions. To help make the advertisements relevant and useful to you, We may serve advertisements based on the information We collect from you or in relation to your interaction on our site. See the [Privacy Policy](#) for more details regarding Our use of Advertisements, and any ability you may have to opt-out of certain targeted advertisements.

16. Other content

16.1 The Services may include hyperlinks to third party web sites, services, products, content or resources, including but not limited to third party web sites that display CARPARTS.COM trademarks. Accessing those links requires that you leave this web site. We may have no control over any third party web sites or resources which are provided by companies or persons other than Us. We provide links for convenience purposes only. You browse linked sites at your own risk.

16.2 You acknowledge and agree that We are not responsible for the availability of any such hyperlinks or such external third party web sites, services, products, content or resources, and do not endorse any such advertising, products or

other materials. CarParts.com does not warrant or make any representation about the substance, quality, functionality, accuracy, fitness for a particular purpose, merchantability or any other representation about any third party web site or its content or products or services.

16.3 You acknowledge and agree that We are not liable for any loss or damage which may be incurred by you as a result of the availability of those external third party web sites, services, products, content or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, Our hyperlinks, web sites or resources.

16.4 The terms and conditions of use and privacy policies of third party web sites may differ substantially from these Terms and the privacy policy and legal notices and disclosures that apply to your use of the CarParts.com web site. Please review the terms and conditions of use for all third party web sites for more information about the terms and conditions that apply to your use of third party web sites and the purchase of their products or services.

16.5 If you have a CarParts.com credit card account ("Card"), or sign up for either shipping insurance or part extended warranty, you understand that these services are offered by independent third parties. CarParts.com is not a party to any of these third-party agreements. Your relationship with the issuer of the Card, the insurer, or the extended warranty provider is strictly between you and the respective third party and not CarParts.com. Any such relationship is governed by any applicable terms of use, terms and conditions, or contracts between you and the third party.

17. Rules for Sweepstakes, Contests and Games

In addition to these Terms, any sweepstakes, contests, games or similar promotions (collectively, "Promotions") made available through the Services may be governed by specific rules that are separate from these Terms. By participating in any such Promotion, you will become subject to those rules, which may vary from the Terms and Conditions set forth herein. We urge you to review any specific rules applicable to a particular Promotion, which will be linked from such Promotion, and to review our Privacy Policy which, in addition to these Terms, governs any information you submit in connection with such activities. To the extent such rules conflict with these Terms, such rules shall control with respect to the particular Promotion.

18. Mobile

In the event you change or deactivate your mobile telephone number, you will endeavor to update your account information within 48 hours to ensure that your messages are not sent to the person who acquires your old number.

19. Notice Regarding Electronic Commercial Services for California Users

Under California Civil Code Section 1789.3, users of Our Services in California are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

20. Changes to this Agreement

We may make changes to this Agreement from time to time. You understand and agree that if you use the Services after the date on which this Agreement has changed, your use is acceptance of the updated Agreement.

21. General Legal Terms

21.1 The Terms constitute the whole legal Agreement between you and Us and govern your use of the Services (but excluding any services which We may provide to you under a separate written Agreement), and completely replace any prior Agreements between you and Us in relation to the Services.

21.2 You agree that We may provide you with notices, including those regarding changes to this Agreement, by email, regular mail, or postings on the Services including by updating these Terms. You consent to receive e-mails from Us, which may include commercial e-mails. Per our [Privacy Policy](#), you may have rights to unsubscribe or opt-out of certain marketing emails.

21.3 You agree that if We do not exercise or enforce any legal right or remedy which is contained in this Agreement (or which We have the benefit of under any applicable law), this will not be taken to be a formal waiver of Our rights and that those rights or remedies will still be available to Us.

21.4 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this Agreement is invalid, then that provision will be removed from this Agreement without affecting the rest of this Agreement. The remaining provisions of this Agreement will continue to be valid and enforceable.

21.5 You acknowledge and agree that each member of the group of companies of which We are the parent or affiliate shall be third party beneficiaries to this Agreement and that such other companies shall be entitled to directly enforce, and rely upon, any provision of this Agreement which confers a benefit on (or rights in favor of) them. Other than this, no other person or company shall be third party beneficiaries to this Agreement.

22. Other Company Policies

22.1 For information regarding Our privacy policies, please see Our [Privacy Policy](#)

22.2 For information regarding Our shipping policies, please see Our [Shipping Policy](#)

22.3 For information regarding Our return policies, please see Our [Return Policy](#)

22.4 For information regarding Our product warranty coverage, please see Our [Warranty Coverage Policy](#). **Please note that warranty coverage only extends to repair or replacement of defective parts and CarParts.com, Inc. does not assume any responsibility to reimburse you for labor expenses, mechanic fees, towing expenses, additional repair expenses, rental car expenses, or any other incidental costs or expenses which you may incur as result of the use or installation of defective parts.**

22.5 For information regarding Our price match guarantee, please see Our [Price Match Guarantee Policy](#).

23. Governing Law and Venue

Except with regard to the Arbitration Agreement and all matters related in any way to arbitration and dispute resolution, which are governed exclusively by the Federal Arbitration Act, these Terms shall be governed by the laws of the State of California without regard to conflict of law principles. Except where otherwise expressly provided, all lawsuits arising out of or related to the Terms shall be filed in State or Federal Courts located in Los Angeles County, California only. You and CarParts.com hereby consent to the jurisdiction and venue of these courts for any such legal proceedings.

24. Purchase for Resale

Orders placed that CarParts.com in its sole discretion deems to be purchases for resale or any other commercial use are final and are not eligible to be returned.

25. Acts of God and Other Events Beyond Our Control

CarParts.com shall not have any liability to you by reason of any delay or failure to perform any obligation under these Terms if the delay or failure to perform is occasioned by any act of God, storm, fire, casualty, unanticipated work stoppage, power outage, satellite failure, strike, lockout, labor dispute, civil disturbance, riot, war, public health emergency, epidemic, pandemic or national emergency, Governmental action or other causes beyond our commercially reasonable ability to control.

26. Legal Capacity and Consent

You may not use the services and may not accept the Terms if (a) you are not of legal age to form a binding contract with Us (i.e. you must be at least 18 years of age, or at least 16 years of age and accompanied by an adult who will be responsible for your actions), or (b) you are a person barred from receiving the services under the laws of the United States or other countries including the country in which you are resident or from which you use the site. By making a purchase from CarParts.com, you confirm that you have the legal right and capacity to enter into an agreement to these Terms for yourself and on behalf of anyone you act for or on behalf of when using the web site or making a purchase. By using the web site, you also confirm that you are of legal age to agree to these Terms, or, if not, that you have received consent from a parent or guardian, who agrees to these Terms on your behalf.