

**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 4900 Airport Plaza Dr., Suite 300, Long Beach, CA 90815, 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](#).

## Table of Contents

- 1. Our Provision of the Services**
- 2. Your Use of the Services**
- 3. Your passwords and account security**
- 4. Electronic Communications**
- 5. Orders and Product Availability**
- 6. Limitation on Liability**
- 7. Disclaimer of Additional Charges**
- 8. Limitations on Warranties**
- 9. Time Limitations on Claims**
- 10. User Content**
- 11. Proprietary Ownership**
- 12. Termination**
- 13. Indemnification**
- 14. Dispute Resolution - Arbitration Agreement**
- 15. Advertisements**
- 16. Other content**
- 17. Rules for Sweepstakes, Contests and Games**
- 18. Mobile**
- 19. Notice Regarding Electronic Commercial Services for California Users**
- 20. Changes to this Agreement**
- 21. General Legal Terms**
- 22. Other Company Policies**
- 23. Governing Law and Venue**
- 24. Purchase for Resale**

## **25. Acts of God and Other Events Beyond Our Control**

## **26. Legal Capacity and Consent**

### **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

On occasion, a third party may be necessary to help resolve Disputes that may arise between you and CarParts.com, Inc. This section of the Terms And Conditions (the “Dispute Resolution Agreement”) limits you and CarParts.com to resolving Disputes between them by individual arbitration (or small claims court, if the Dispute qualifies), unless the Dispute is expressly excluded from the arbitration requirement. This Dispute Resolution Agreement shall survive any termination, expiration, or nullification of any or all the Terms And Conditions.

**FOR ALL DISPUTES REQUIRED TO BE ARBITRATED UNDER THIS DISPUTE RESOLUTION AGREEMENT, YOU AND CARPARTS.COM, INC. WAIVE ALL RIGHTS TO A JURY TRIAL, TO PARTICIPATE IN ANY CLASS ACTION OR COMPARABLE COLLECTIVE PROCEEDING, AND TO HAVE THOSE DISPUTES DECIDED IN COURTS OTHER THAN SMALL CLAIMS COURT.**

“Dispute” and “Disputes” shall be interpreted in the broadest possible sense to include, without limitation, any and all complaints, claims, and controversies of every kind, including, but not limited to, statutory, regulatory, constitutional, contractual, common law (including torts of any kind), and tax-related (including erroneous sales tax collection) causes of action, and encompassing fully all those involving allegations of negligence, fraud, misrepresentation, and the alleged breach of any duty whatsoever.

### **A. GENERAL ARBITRATION PROVISIONS**

The following general provisions apply to all Disputes which are subject to the requirement to arbitrate (“Arbitrable Disputes”). These provisions are intended to be read harmoniously with the rules governing individual and mass arbitration set forth below. To the extent that there is any conflict between these general provisions and those specific rules, the specific rules will control.

**(1) Persons and Entities Covered.** The obligation to arbitrate extends to all agents, attorneys, contractors, subcontractors, employees, service providers, and others acting on behalf of you or CarParts.com, or anyone on whose behalf you use the Sites and Apps or obtain Services. It also extends to Disputes in which claims of any kind are threatened or asserted against any corporations and other business entities related in any way to CarParts.com (including, but not limited to, parents, subsidiaries, and sibling corporations) and which arise out of your use of the Sites and Apps and the Services.

**(2) Governing Law.** Notwithstanding any other provision of the Terms And Conditions, all arbitrations are governed exclusively by the Federal Arbitration Act (FAA), 9 U.S.C. §§ 1 et seq., and not any state or local laws, and you and we agree that it should be interpreted in a manner that protects and preserves the obligation to arbitrate in strict accordance with this Dispute Resolution Agreement.

**(3) Opt-Out Rights.** You have the right to opt out of the arbitration requirement by sending a written notice expressly stating “I opt out of the dispute resolution agreement” or similar words by email to \_\_\_\_\_, or in writing via certified mail, return receipt requested to CarParts.com, Inc., 4900 Airport Plaza Dr., Suite 300, Long Beach, CA 90815, Attention: General Counsel, within thirty (30) days after you first agree to the Terms And Conditions. Opting out has no effect on any other dispute resolution agreements that you may currently have or may enter in the future with us, nor does it eliminate or change any other rights or requirements of the Terms And Conditions. Nor does opting out prevent you from later agreeing to a dispute resolution agreement with us.

**(4) Mandatory Informal Settlement Process.** For Arbitrable Disputes only, you and we must participate in an informal settlement process (the “Informal Settlement Process”) as follows before any arbitration can be commenced:

a. 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 name, mailing address, email address, and a concise description of the Dispute, including any monetary demand. Claim Statements submitted by you must be sent by email to \_\_\_\_\_, or by certified mail, return receipt requested to CarParts.com, Inc., 4900 Airport Plaza Dr., Suite 300, Long Beach, CA 90815, Attention: General Counsel.

b. If the Claimant is represented by an attorney, the Claimant’s attorney must also 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 all obligations to conduct a reasonable investigation into the factual and legal basis of any claim and to represent that any claim asserted has a legal and factual basis under the standard that applies to representations to the court under Rule 11(b) of the Federal Rules of Civil Procedure (or any successor provision in the event of an amendment to that rule) (a “Rule 11 Certification”).

c. Once a properly completed Claim Statement and any applicable Rule 11 Certification is received, the Claimant and Respondent shall for a period of sixty (60) days seek to resolve the Dispute amicably. Any applicable statutes of limitations for the Dispute will be stayed during this period.

d. Failure to complete in good faith the Informal Settlement Process as to any Arbitrable Disputes is a material breach of this agreement. No arbitration may be filed nor any arbitrator appointed or arbitration fees imposed on the Respondent until this process has been completed. If an arbitration is commenced in violation of this requirement, the Claimant shall pay all fees or costs of arbitration imposed on Respondent.

**(5) No Class Actions.** Except as expressly permitted under the Mass Arbitration Rules (set forth below), you and we agree that all Arbitrable Disputes must be resolved individually and not via a class or consolidated proceeding of any kind, even if the

requirement to arbitrate is found unenforceable for any reason. However, nothing restricts the settlement of Disputes by mutual agreement, including through court-approved class action settlements.

**(6) Changes.** If we change the arbitration requirements of this Dispute Resolution Agreement after you last accepted the Terms And Conditions, you can reject those changes by sending written notice within thirty (30) days of the effective date of such changes to \_\_\_\_\_, or sending such a notice to us by certified mail, return receipt requested to CarParts.com, Inc., 4900 Airport Plaza Dr., Suite 300, Long Beach, CA 90815, Attention: General Counsel. The notice must include your full name, email address, and mailing address, and state specifically that you reject the Dispute Resolution Agreement changes. By rejecting these changes, you agree to arbitrate any dispute based on the arbitration requirements that were in effect when you last agreed to the Terms And Conditions. The rejection of these changes shall have no effect on any other provisions of the Terms And Conditions. Nor does rejecting Dispute Resolution Agreement changes preclude you from later agreeing to those changes.

**(7) Improperly Commenced Arbitration.** If either you or we believe the other party has started or intends to start any arbitration in violation of this Dispute Resolution Agreement, you and we have the right to seek a court order to stop that arbitration, and any arbitrations related to or giving rise to such a court action shall be stayed and no arbitration fees or costs imposed until the court action (including appeals) is concluded fully and finally. Upon a finding that a Dispute was threatened, filed, or maintained in knowing violation of this Dispute Resolution Agreement or to exert undue pressure, or is frivolous, a court may award the costs and fees of arbitration and any associated litigation, including reasonable attorneys' and expert fees, to the other party.

**(8) Survival and Severability.** This Dispute Resolution Agreement shall survive and remain in effect even after your relationship with CarParts.com has ended. If any part of the Dispute Resolution Agreement is found to be unenforceable, the remaining provisions will remain in force and apply fully.

**(9) Delegation.** Disputes concerning whether you and we have entered a valid and binding agreement to arbitrate shall be decided exclusively by a court of competent jurisdiction, not by an arbitrator. All arbitrations where such issues are raised by either party shall be stayed until a court action (including all appeals) is fully and finally concluded. All other issues in Arbitrable Disputes shall be resolved by an arbitrator.

**(10) Offer of Settlement.** In any Arbitrable Dispute between you and CarParts.com, the Respondent may choose to make a written settlement offer at any time after the receipt of a Claim Statement. The offer amount and its terms will not be revealed to any arbitrator until after a final award (which includes any dispositive decision). If the value of that award is less than the value of the settlement offer, or if the award favors the Respondent, the Claimant shall pay the Respondent's arbitration fees, legal and expert fees, and costs which were incurred or imposed after the offer to the fullest extent

allowed by law.

**(11) AAA Arbitrations.** If the American Arbitration Association (the “AAA”) is for any reason whatsoever unavailable, unable, or unwilling to handle an arbitration assigned to it under this Dispute Resolution Agreement (including as a result of any aspect of this Dispute Resolution Agreement which does not meet with the AAA’s approval), or if the AAA for any other reason whatsoever declines to handle an Arbitrable Dispute assigned to it, the parties shall use their best efforts to find and agree upon a substitute arbitration organization guided by the following criteria: costs and obligations reasonably proportionate to the amount in controversy; meaningful opportunities to streamline the individual arbitration process and otherwise reduce costs and expenses to both sides; and resources sufficient to resolve Disputes promptly. Should the parties fail to agree on a substitute for the AAA, the parties shall ask a court of competent jurisdiction to appoint a substitute arbitration organization to conduct the individual arbitration in conformity with all applicable requirements of this Dispute Resolution Agreement including the arbitrator selection criteria set out in this paragraph.

## **B. ARBITRATION RULES**

The arbitration process will vary depending on whether an Arbitrable Dispute is pursued individually by a Claimant (an “Individual Arbitration”) or as part of a larger group of associated claims (a “Mass Arbitration,” defined below).

**(1) Individual Arbitration.** All Individual Arbitrations shall be before a single arbitrator of the AAA. Arbitrations handled by the AAA and involving consumer disputes as defined by the AAA will be governed by this Dispute Resolution Agreement and the AAA Consumer Arbitration Rules and the AAA Consumer Due Process Protocol (the “Consumer Rules”) (<https://www.adr.org/consumer>) in effect on the date when the Dispute arose (each a “Consumer Arbitration”). Where the Consumer Rules do not apply, the arbitration shall be governed by these Individual Arbitration Rules and the AAA Commercial Arbitration Rules (each a “Commercial Arbitration”) together with the AAA Optional Appellate Rules: (<https://www.adr.org/commercial>). If there is a conflict or inconsistency between this Dispute Resolution Agreement and any applicable AAA rules and protocol, the terms of this Dispute Resolution Agreement shall control. In any Commercial Arbitration, the prevailing party shall recover reasonable attorneys’ fees, expert witness fees, and costs, including costs and fees incurred in collection. In any Consumer Arbitration, the prevailing party shall be able to recover attorneys’ fees where and as expressly allowed by applicable law.

a. For consumer arbitrations where Disputes (including counterclaims) are under \$25,000 USD each, the case will be decided without appearances, based only on submitted documents (including sworn statements) under R-36 of the Consumer Rules. However, the arbitrator may permit reciprocal, reasonable discovery (strictly limited in nature and proportionate in scope and cost to the Dispute and which does not impose undue cost or hardship on either of the parties), and may also allow for a hearing if the arbitrator, in their discretion, deems it necessary, which shall be 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 proportionate to the Dispute amount.

b. An arbitration before the AAA can be requested by mail or online through the AAA's website (<https://www.adr.org/Support>). A copy of the arbitration demand shall be emailed to \_\_\_\_\_, or sent by certified mail, return receipt requested to CarParts.com, Inc., 4900 Airport Plaza Dr., Suite 300, Long Beach, CA 90815, Attention: General Counsel. Upon request by either you or us, any attorney representing a party demanding arbitration shall provide to the Respondent and the AAA a Rule 11 Certification.

**(2) Mass Arbitration.** If 20 or more Claimants (each a "Mass Arbitration Claimant") or their lawyers or representatives file or disclose to us an intention to file demands for arbitration raising substantially similar Arbitrable Disputes, and counsel or representatives for the claimants are the same or coordinated across these Disputes (a "Mass Arbitration"), these special Mass Arbitrations Rules alone shall apply instead of the Individual Arbitration Rules set forth above or any mass arbitration rules published by the AAA or any other arbitration organization. In the event of any conflict, inconsistency, or difference between these Mass Arbitration Rules and the Individual Arbitration Rules, above, the Mass Arbitration Rules shall control.

**a. Enhanced Informal Settlement Process.** Each Mass Arbitration Claimant must comply with the Informal Settlement Process set forth above as enhanced here to reflect the seriousness, scope, and impact of a Mass Arbitration and offer you and us additional tools to increase the odds of reaching an amicable settlement (the "Enhanced Settlement Process"). Full compliance with the Enhanced Settlement Process is a mandatory condition precedent to Mass Arbitration Claimants arbitrating or litigating their Disputes. To prevent the Disputes asserted by the Mass Arbitration Claimants from expiring, all statutes of limitation will be stayed for all Mass Arbitration Claimants during the Enhanced Settlement Process and until its mandatory mediation component (described below) is completed.

i. To initiate the Enhanced Settlement Process, the Mass Claimants shall individually or collectively submit to us a Claim Statement fully compliant with the requirements of the Informal Settlement Process described in Paragraph A(4), above, including the Rule 11 Certification requirement. Lawyers representing the Mass Arbitration Claimants shall provide a certification, under oath, they have authority to arbitrate, mediate, and settle the Disputes raised by each of the Mass Arbitration Claimants. You and we shall then engage in a good faith effort to settle the underlying Disputes for a period of sixty (60) days.

ii. If any Disputes remain upon the completion of the foregoing settlement discussions, the Mass Arbitration Claimants and we will then each select not more than two (2) non-settling Mass Arbitration Claimants for up to four (4) initial arbitrations (the "Initial Arbitrations") intended to inform and benefit a mediated settlement discussion described below. Each Initial Arbitration will be decided

under the Individual Arbitration Rules, above, with each assigned to a different arbitrator. The Initial Arbitrations must be conducted, and final, reasoned decisions issued, within one hundred twenty (120) days of their commencement.

iii. Promptly upon the issuance of reasoned decisions in all of the Initial Arbitrations, the parties' counsel shall participate in good faith mediation for a period of sixty (60) days seeking in good faith to resolve all remaining Disputes of the Mass Arbitration Claimants (the "Mandatory Mediation") with JAMS (<https://www.jamsadr.com/>). Except for the Initial Arbitrations, no arbitrations will be commenced by the Mass Arbitration Claimants until after the completion of both the Initial Arbitrations and the mandatory mediation that follows.

b. **Arbitration of Unresolved Disputes.** Any Mass Arbitration Claimants whose Disputes remains unresolved at the conclusion of the mandatory Enhanced Settlement Process (the "Unresolved Disputes") shall pursue their Disputes in small claims court (if eligible) or as individual arbitrations with FairClaims, Inc. ("FairClaims") (<https://www.fairclaims.com>). Reasoned decisions from the Initial Arbitrations can be presented in small claims court and arbitration for their persuasive value but shall not be binding. Discovery obtained in the Initial Arbitrations may also be used in connection with such proceedings. If FairClaims is unavailable or unable to hear the Unresolved Disputes, the parties shall use their best efforts to find and agree upon a substitute arbitration organization to provide individual arbitration of the Unresolved Disputes, guided by the following criteria: costs and obligations reasonably proportionate to the amount in controversy; meaningful opportunities to streamline the individual arbitration process and otherwise reduce costs and expenses to both sides; and resources sufficient to resolve Disputes promptly.

c. **Challenges to the Mass Arbitration Rules.** Any challenge to these Mass Arbitration Rules, or any component of them, shall be resolved exclusively by a court of competent jurisdiction, not by any arbitrator. During such court proceedings, any pending arbitrations shall be fully stayed, no arbitration fees and costs imposed or paid, and no further arbitrations filed until such court action (including all appeals) is fully and finally concluded. Any ruling that the Mass Arbitration Rules or any aspect of them are invalid or unenforceable shall not affect the validity or enforceability of any other parts of the Terms, including the Dispute Resolution Agreement. You and we agree that the Enhanced Settlement Process shall be mandatory for all Mass Arbitration Claimants and us as a condition precedent to arbitrating or adjudicating the disputes of the Mass Arbitration Claimants even if a court finds Paragraph 2(b) (Arbitration of Unresolved Disputes) to be void or unenforceable, in whole or in part, for any reason.

d. **Mandatory Nature of the Mass Arbitration Rules.** If Paragraph 2(b) (Arbitration of Unresolved Disputes) is determined to be void or unenforceable for any reason in a court action that is fully and finally concluded, or if the parties are

unable in good faith to select a substitute arbitration organization for FairClaims as provided for under Paragraph 2(b), above, any Unresolved Disputes shall be heard and resolved in the state and federal courts of Los Angeles County, California and not through arbitration. If any court action permitted under this provision is pursued as a class action, the class shall be limited to the Mass Arbitration Claimants.

## **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.