



Membership Program Terms & Conditions

These terms and conditions (this "Agreement") govern the administration of the Eckler's Member Program. The Eckler's Member Program is a loyalty program for Eckler's (hereafter also referred to as "we," "us," "our," "ours") valued customers. Purchase or use of any membership in the Eckler's Member Program ("Membership") at any time subjects the purchaser or user (hereafter also referred to as "you," "your," "yours," "Member") to the provisions of this Agreement, as amended from time to time.

Benefits

The Eckler's Member Program entitles Members to the following benefits:

- a. **Member Discount:** The following every day discount (the "Member Discount") on eligible purchases made at Eckler's whether via phone, web, or visiting a showroom is included as a Membership benefit:
 - **10% off standard Eckler's Pricing.** Available on most items. Not all items are available for discount. Items marked as non-discountable, are at the lowest possible price as marked, and no additional discounts may be applied in conjunction with the Member Discount.
- b. **365 day returns.** Members enjoy 365 returns on eligible purchases made via any Eckler's website, call center, or Eckler's showroom.
- c. **Eckler's Classic Chevy Magazine.** Currently published twelve (12) times annually, members will receive each issue free of charge monthly with active membership (Magazine Membership Only).
- d. **Dedicated 800 member phone number**
- e. **Special Member Only Promos and other surprise gifts.**
- f. **Tech Support from expert staff.**
- g. **Support for Local Car Club.**

Certain Conditions

- In order for Membership benefits to apply, the Membership account must be active at the time of purchase. Members will not be reimbursed retroactively for purchases made without an active membership at the time of purchase.
- The Member Discount is only valid on eligible purchases made via Eckler's retail websites, our call centers, or at one of our showrooms. Member Discount may not be available on all purchases including non-discountable items.
- Membership Discount cannot be used or combined with any other discount, offer or price promotion including, but not limited to: coupons, prearranged discounts, employee discounts, or wholesale discounts unless specifically stated.

- Memberships are for individual use only and are non-transferable.
- Members are expected to submit and maintain accurate and current user information in connection with their Memberships. Such information includes name, address, email address, and telephone number. We cannot assume any liability for correspondence, mail or e-mail that is lost, delayed, or misdirected.

Membership Fee

The annual Membership fee is currently \$39.99. The annual Membership fee of \$39.99 does not include, but is subject to taxation in accordance with applicable federal or state law. We may change the Membership fee at any time; however, changes will apply only to new and renewal Memberships and not be retroactively assessed.

Membership fees are not refundable, though as a courtesy we will refund the new or renewal Membership fee within thirty (30) days of the purchase date of the new or renewal Membership or the Automatic Renewal charge date of the Membership, i) if you did not use your Membership to obtain an eligible discount or benefit during the new or renewal Membership term or ii) if your Membership was renewed during your current Membership term and the renewal Membership term has not yet started.

Term, Auto-renewal & Billing

The Membership term is for one year, beginning on the date of membership purchase. A Renewal or Auto-renewal within a current Membership term extends the existing expiration date of the Membership by one year; such renewal term begins the day after the current term ends. When an expired Membership is renewed, the new Membership term is one year, beginning on the date of renewal.

Each Membership will automatically renew each year for additional one-year periods that commence on the day after the previous term ends unless (i) you have elected to opt-out of Auto-renewal Membership after your enrollment, or by calling Customer Service by telephone, at 800-284-4096 (or 321-269-9651 for Member located outside of the U.S. and Canada) and notifying them of your decision to opt out of Auto-renewal Membership, (ii) you paid for your Membership with another form of payment, such as cash, in which case you were not opted in to Auto-renewal Membership, or (iii) your Membership is cancelled or we terminate your Membership. 30 (thirty) days prior to the end of the current membership term, the member will receive a reminder email to the address provided at time of sign-up indicating that said membership will renew at the end of the 30 (thirty) day period.

You may elect Automatic Renewal Membership at any time by opting in and providing a credit or debit card (other than a debit card that always requires a PIN) through your Eckler's membership account. Auto-renewal Membership fees will be billed annually and automatically to the credit or debit card (other than a debit card that always requires a PIN) you provided when you enrolled in Membership or the form of payment we currently have on file for you, in the amount of the then current Membership fee.

Cancellation; Termination

- You have the right to cancel your Membership at any time. If you cancel your Membership, you will only be entitled to a full refund of your new or renewal Membership fee within thirty (30) days of the purchase date of the

new or renewal Membership or the Auto-renewal charge date of the Membership, i) if you did not use your Membership to obtain an eligible discount or benefit during the new or renewal Membership term; or ii) if your Membership was renewed during your current Membership term and the renewal Membership term has not yet started. No refunds will be available after such thirty (30) day period (unless we terminate the Eckler's Member Program in its entirety; see subsection below regarding program termination). Subject to the foregoing, you may cancel your Membership by: (i) calling Customer Service at 800-284-4096 (Members located outside of the U.S. and Canada should call 321-269-9651), (ii) contacting us via email at custsvc@ecklers.net or (iii) presenting your Member card at the Customer Service desk, at an Eckler's showroom.

- We may terminate your Membership, including any associated accounts, without notice, for any reason in our sole discretion, including without limitation our belief that continued use of such Membership would violate any provisions of this Agreement, applicable law, or otherwise be harmful to our interests. In the event of any such termination, you will not be entitled to a refund of your Membership fee.
- We may terminate any or all of the benefits available under the Eckler's Member Program at any time with or without notice. In the event of our termination of the Eckler's Member Program, at our election, we will either maintain your Membership benefits until expiration of the Membership current term or refund each Member a pro rata portion of the Membership fee for the remaining portion of the current Membership term.

Privacy Policy

As a Member, the information we capture will be subject to the Eckler's Privacy Policy as amended from time to time in accordance with its terms. You may view the current version of the Eckler's Privacy Policy at any time online by going to <https://www.Ecklers.com/terms>, and find the section labeled **Memberships** or you may obtain a copy by calling Customer Service at 800-276-9038 (Members located outside of the U.S. and Canada should call 321-269-9651).

Disclaimers; Limitation of Liability

USE OF THE ECKLER'S MEMBER PROGRAM AND ANY OF ITS ASSOCIATED BENEFITS IS AT YOUR SOLE RISK. THE MEMBERSHIP BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

ECKLER'S, INC. AND ALL OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS AND AGENTS (COLLECTIVELY "MEMBERSHIP PROVIDERS") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ECKLER'S INC. MAKE NO WARRANTY THAT (i) THE ECKLER'S MEMBER PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) THE ECKLER'S MEMBER PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU FROM YOUR USE OF THE ECKLER'S MEMBER PROGRAM WILL MEET YOUR EXPECTATIONS.

ECKLER'S INC. SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF MEMBERSHIP PROVIDER HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE ECKLER'S MEMBER PROGRAM OR ANY BENEFITS THEREOF; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM

ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA THE USE THE ECKLER'S MEMBER PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR THE ECKLER'S MEMBER PROGRAM DATA; OR (iv) ANY OTHER MATTER RELATING TO THE ECKLER'S MEMBER PROGRAM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

Governing Law

This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to conflict of law principles.

Binding Arbitration

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Florida. An award of arbitration may be confirmed in a court of competent jurisdiction

Acknowledgement

This Agreement, including all documents referenced herein, represents the entire understanding between us and any user of the Eckler's Member Program with respect to the Eckler's Member Program and supersedes any other agreements, statements or representations. Headings used in this Agreement are for reference only and shall not affect the meaning of any terms. Any user of any portion of the Eckler's Member Program is deemed to have accepted the terms and conditions of this Agreement.

Changes to This Agreement

We may change the terms of this Agreement at any time without notice or liability by posting a revised Agreement on the Member Program link located at <https://www.Ecklers.com/terms>. Any change shall take effect immediately, unless otherwise provided. You may obtain a copy at an Eckler's showroom or by calling Customer Service at 800-276-9038 (Members located outside of the U.S. and Canada should call 321-269-9651).

This Agreement was last modified on March 1, 2017