TERMS AND CONDITIONS OF
CLEANDPFEXHAUST.COM AND DPFWARRANTY.COM

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We will make an effort to update this web page with any changes to these Terms and you are encouraged to review these Terms frequently (the date of the most recent revision to these Terms appears at the end of these Terms).

1. CONVENIENCE AND INFORMATION ONLY. The Web Properties are provided to you as a convenience and for your information only. By merely providing access to the Web Properties, Clean DPF Exhaust.com, L.L.C. does not warrant or represent that: (a) any materials, documents, images, graphics, logos, design, audio, video and any other information provided from or on the Web Properties (collectively, the “Content”) is accurate or complete; (b) the Content is up-to-date or current; (c) Clean DPF Exhaust.com, L.L.C. has any obligation to update any Content; (d) the Content is free from technical inaccuracies or programming or typographical errors; (e) the Content is free from changes caused by a third party; (f) your access to the Web Properties will be free from interruptions, errors, computer viruses or other harmful components; and/or (g) any information obtained in response to questions asked through the Web Properties is accurate or complete.

3. USER ACCOUNT, PASSWORD AND SECURITY. When and if User Accounts are used in connection with the Web Properties, the following shall apply.

(a) USER ACCOUNT. For certain types of features available through the Web Properties, we require the use of encryption technologies provided for your protection and/or your use of a UserID and password after setting up a User Account. We use reasonable precautions to protect the privacy of your UserID, password and User
Account information. You, however, are ultimately responsible for protecting your UserID, password and User Account information from disclosure to third parties, and you are not permitted to circumvent the use of required encryption technologies, if any. You agree to (i) immediately notify Clean DPF Exhaust.com, L.L.C. of any unauthorized use of your UserID, password or User Account, or any other breach of security, and (ii) ensure that you exit from your User Account at the end of each session. While we provide certain encryption technologies and use other reasonable precautions to protect your confidential information and provide suitable security, we do not and cannot guarantee or warrant that information transmitted through the Internet is secure, or that such transmissions are free from delay, interruption, interception or error.

(b) ACCURATE INFORMATION. In creating and using your User Account for use on the Web Properties, you agree to: (i) provide true, accurate, current and complete information about yourself on any registration form required for the Web Properties (such information being the “Registration Data”); and (ii) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or if Clean DPF Exhaust.com, L.L.C. has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, then we have the right to suspend or terminate your User Account and refuse any and all current or future use of your User Account.

(c) NON-TRANSFERABILITY OF USER ACCOUNT. User Accounts and UserIDs are non-transferable, and all users are obligated to take preventative measures to prohibit unauthorized users from accessing the Web Properties with his or her UserID and password.

4. DISCLAIMERS.

(a) NO WARRANTIES. When using the Web Properties, information will be transmitted in such a way that may be beyond the control of Clean DPF Exhaust.com, L.L.C. As such, Clean DPF Exhaust.com, L.L.C. makes no warranty concerning the delay, failure, interruption, or corruption of any data, the Content, or other information transmitted in connection with the use of the Web Properties. YOU EXPRESSLY AGREE THAT YOUR USE OF THE WEB PROPERTIES IS AT YOUR SOLE RISK. THE WEB PROPERTIES AND THE CONTENT ARE PROVIDED “AS IS” AND “AS AVAILABLE” FOR YOUR USE, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT THE WEB PROPERTIES, THE CONTENT OR ANY SERVICES OFFERED IN CONNECTION WITH THE WEB PROPERTIES ARE OR WILL REMAIN UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THE WEB PAGES ON OR THROUGH THE WEB PROPERTIES, OR THE SERVERS USED IN CONNECTION WITH THE WEB PROPERTIES, ARE OR WILL REMAIN FREE FROM ANY VIRUSES, WORMS, TIME BOMBS, DROP DEAD DEVICES, TROJAN HORSES OR OTHER HARMFUL COMPONENTS. CLEAN DPF EXHAUST.COM, L.L.C. DOES NOT GUARANTEE THAT YOU WILL BE ABLE TO
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(b) INDEMNIFICATION. You agree to defend, indemnify and hold harmless Clean DPF Exhaust.com, L.L.C. and its directors, officers, employees and agents from and against any and all claims, demands, suits, proceedings, liabilities, judgments, losses, damages, expenses and costs (including without limitation reasonable attorneys' fees) assessed or incurred by Clean DPF Exhaust.com, L.L.C., directly or indirectly, with respect to or arising out of: (i) your failure to comply with these Terms; (ii) your breach of your obligations under these Terms; and/or (iii) your use of the rights granted hereunder, including without limitation any claims made by any third parties.

5. LIMITATION OF LIABILITY. IN NO EVENT WILL CLEAN DPF EXHAUST.COM, L.L.C. BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM YOUR USE OF THE WEB PROPERTIES AND/OR ANY PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THE WEB PROPERTIES OR FOR ANY OTHER CLAIM RELATED IN ANY WAY TO YOUR USE OF THE WEB PROPERTIES, ANY CONTENT AND/OR ANY PRODUCTS OR SERVICES PROVIDED IN CONNECTION WITH THE WEB PROPERTIES, INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR INTERRUPTION IN ITS USE OR AVAILABILITY. CLEAN DPF EXHAUST.COM, L.L.C. SHALL BE LIABLE ONLY TO THE EXTENT OF ACTUAL DAMAGES INCURRED BY YOU, NOT TO EXCEED THE AMOUNT YOU ACTUALLY PAID TO CLEAN DPF EXHAUST.COM, L.L.C. FOR GOODS OR SERVICES THROUGH THE WEB PROPERTIES. CLEAN DPF EXHAUST.COM, L.L.C. IS NOT LIABLE FOR ANY PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE CAUSED BY YOUR USE OR MISUSE OF THE WEB PROPERTIES AND/OR THE CONTENT. REMEDIES UNDER THESE TERMS ARE EXCLUSIVE AND ARE LIMITED TO THOSE EXPRESSLY PROVIDED FOR IN THESE TERMS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS THE LIABILITY OF CLEAN DPF EXHAUST.COM, L.L.C. WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW.

6. NO OFFER TO SELL. The Web Properties does not constitute an offer for the sale of Clean DPF Exhaust.com, L.L.C. The purchase of any Clean DPF Exhaust.com, L.L.C. product or warranty shall be subject to the terms and conditions of the applicable sale or warranty contract. The Web Properties shall not be used or relied upon by you as a substitute for information that is available from an authorized Clean DPF Exhaust.com, L.L.C. retailer.
8. PRIVACY. Personal data that you provide regarding yourself will be handled in accordance with Clean DPF Exhaust.com, L.L.C.'s Privacy Policy.

16. ADDITIONAL REMEDIES. You acknowledge that your conduct that is inconsistent with the provisions of these Terms may cause Clean DPF Exhaust.com, L.L.C. irreparable damage for which remedies other than monetary relief may be inadequate. In such instances, you agree that Clean DPF Exhaust.com, L.L.C. may seek injunctive or other equitable relief seeking to restrain such conduct without the necessity of proving actual harm or posting a bond.

18. GOVERNING LAW AND JURISDICTION. You agree that all matters relating to your access to, or use of, this website shall be interpreted and/or governed by the laws of the State Louisiana. Any dispute or controversy arising out of or related to the Web Properties shall be resolved through a lawsuit which shall be filed exclusively at the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana. In the event Clean DPF Exhaust.com, L.L.C. prevails in the lawsuit, attorney’s fees, court costs and other related expenses, including those associated with appellate or enforcement proceedings, shall be paid to Clean DPF Exhaust.com, L.L.C.

Your Consent To This Agreement

By accessing and using the Website, you consent to and agree to be bound by the foregoing Terms.

EFFECTIVE AS OF: ___________
LAST UPDATED: ___________