

Terms of Use / MPD motorsports performance design, inc.

Last Updated: December 2009

This Agreement is bound by the sale of our products to you. By purchasing the products you agree to accept these terms. All cancellations are subject to a 30% cancellation fee.

AGREEMENT BETWEEN YOU AND Motorsports Performance Design, Inc. (Mpd, Inc.)

Note to Children: YOU MUST BE AT LEAST 18 YEARS OLD TO REGISTER FOR SERVICES OR TO PURCHASE PRODUCTS ON THIS SITE OR TO PROVIDE ANY INFORMATION ABOUT YOURSELF THROUGH THIS SITE. REGISTRATION FOR SERVICES OR THE PURCHASE OF PRODUCTS BY ANY PERSON UNDER THE AGE OF 16 IS STRICTLY PROHIBITED.

The Mpd, Inc. Site is made up of various Web pages operated by Mpd, Inc., P.O. Box 411, Coatesville, IN 46121. This Terms of Use applies to the Mpd, Inc. Web Site and does not apply to the content of third parties.

The Mpd, Inc. Site is offered to you conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of the Mpd, Inc. Site constitutes your agreement to all such terms, conditions, notices and all applicable laws. Mpd, Inc. reserves the right to change the Terms of Use at any time without prior notice and by using the Mpd, Inc. Site subsequent to any revision of the Terms of Use, you agree to be bound by such changes.

DISCLAIMER OF WARRANTIES.

Your use of the Mpd, Inc. Site is at your own risk. While Mpd, Inc. uses reasonable efforts to ensure the safety of transactions. Prices and availability are subject to change without notice. Mpd, Inc. makes no representation of any kind that all content, materials and services on the Mpd, Inc. Site is appropriate or available for use in all geographic locations, especially some locations outside the United States, and accessing such from certain locations may be illegal and prohibited. Those accessing the Mpd, Inc. Site from such locations act on their own initiative and we are not responsible for their compliance with applicable laws.

Products you purchase on the Mpd, Inc. Site may be accompanied by a manufacturer's warranty. This is your only warranty with respect to the products. Except as otherwise specifically provided. Mpd, Inc. is not responsible for any damage to your vehicle arising from any products sold on the Mpd, Inc. Site due to Improper installations.

How products affect your new vehicle warranty. Parts offered for sale on the Mpd, Inc. Site may impact your new vehicle warranty. It is generally illegal for a dealership to void your warranty simply because you have made modifications to your vehicle. It is the dealership's responsibility to prove that your modification directly caused or affected the failure. However, some dealerships are more performance-oriented and willing to work with customers on these issues. You should consult with your local dealership regarding their warranty policies. If you have other questions, or just want a second opinion, we suggest you also consult with General Motors at 800-PMCARES. For further information and more details regarding this law, check out the following links:

- >> SEMA's "Consumer Bill of Rights"
- >> SEMA's page on the Magnuson Moss Warranty Act
- >> What to do if your warranty is denied

Mpd, Inc. DOES NOT WARRANT THAT THE Mpd, Inc. SITE WILL OPERATE ERROR-FREE OR THAT THIS Mpd, Inc. SITE AND ITS SERVER(S) ARE FREE OF COMPUTER VIRUSES AND/OR OTHER HARMFUL MATERIALS. IF YOUR USE OF THE Mpd, Inc. SITE OR THE CONTENT RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, Mpd, Inc. IS NOT RESPONSIBLE FOR THOSE COSTS. THE SITE AND THE CONTENT ARE PROVIDED ON AN "AS IS" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. Mpd, Inc. MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE CONTENT, SERVICES, TEXT, GRAPHICS, AND/OR LINKS APPEARING ON THE SITE.

LIMITATION ON LIABILITY.

EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER Mpd, Inc. NOR ITS DIRECTORS, EMPLOYEES, LICENSORS, CONTENT PROVIDERS, AFFILIATES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND EXEMPLARY DAMAGES, ARISING FROM THE USE OR PERFORMANCE OF THE Mpd, Inc. SITE OR FROM ANY INFORMATION, CONTENT, SERVICES OR PRODUCTS PROVIDED THROUGH THE Mpd, Inc. SITE, EVEN IF Mpd, Inc. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Terms of Use / MPD motorsports performance design, inc.

REMEDY: IF YOU ARE DISSATISFIED WITH THE Mpd, Inc. SITE, OR ANY PORTION THEREOF, YOUR EXCLUSIVE REMEDY SHALL BE TO CEASE USING THE Mpd, Inc. SITE. IF YOU ARE DISSATISFIED WITH A PRODUCT PURCHASED THROUGH A Mpd, Inc. SITE, YOUR EXCLUSIVE REMEDY SHALL BE AS SET FORTH IN OUR RETURNS POLICY. [Should be a link]

Some U.S. states and foreign countries do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages. Therefore, some or all of the limitations above may not apply to you to the extent they are prohibited or superseded by state or national provisions.

OWNERSHIP; COPYRIGHT.

In purchasing of Camaro, Implala and GTO hoods in particular you are bound by purchase and accept by purchase full authorization of copyright agreement.

You may not copy or manipulate to copy any Mpd parts in any way. You are asked for vin number verification in order that we may keep full records and accounts of who are parts are going to. Our parts are protected by copy right laws in the state of Indiana. The law will be protected and all suits will be subject to Indiana codes and law to the fullest extent of the law in Putnam/Hendricks county specifically.

© Mpd, Inc. All rights reserved. Except where otherwise indicated, everything featured or displayed on the Mpd, Inc. Site, including, but not limited to, text, graphics, photographs, images, moving images, sound and illustrations (the "Content"), belongs to Mpd, Inc., its licensors and its content providers, and is protected by copyright, trade dress, moral rights, trademark and other laws, to the fullest extent applicable under both United States and foreign laws. Unauthorized use of the materials available on the Mpd, Inc. Site could subject you to liability under copyright, trademark, trade dress, unfair competition, and other laws of the United States.

The Content may not be used except as provided in these Terms of Use or without the written permission of Mpd, Inc. Mpd, Inc. authorizes you to copy materials on this site to a hard drive solely for the purpose of viewing and using the Mpd, Inc. Site on your computer. You may also print portions of the Mpd, Inc. Site in hard copy for the sole purpose of facilitating your personal, noncommercial use and retention of information from the Mpd, Inc. Site. Mpd, Inc. neither warrants nor represents that your use of the Content or the Mpd, Inc. Site will not infringe rights of third parties. You may not sell or modify the Content or reproduce, republish, display, publicly perform, distribute, or otherwise use the Content or the Mpd, Inc. Site in any way for any public or commercial purpose. Unauthorized use of the Content or the Mpd, Inc. Site on any other web site or in a networked computer environment for any purpose is prohibited.

TRADEMARKS.

All of the trademarks, logos, and service marks appearing on the Mpd, Inc. Sites (the "Trademarks") are the registered and unregistered trademarks of Mpd, Inc. and other third parties, protected under the laws of the United States and other countries. Without the prior written permission of the trademark owner, you may not use or display the Trademarks in any manner.

Use on the Mpd, Inc. Site of the trademark(s) of any other party is not intended to imply Mpd, Inc.'s affiliation with or endorsement of that party, or that party's sponsorship or endorsement of Mpd, Inc., its products or services.

LINKS TO OTHER SITES.

The Mpd, Inc. Site contains links to sites not operated or maintained by Mpd, Inc. These links are provided solely as a convenience to you and not as an endorsement by Mpd, Inc. of the content of such third party sites. Mpd, Inc. is not responsible for the content of the sites of others and makes no representation regarding the content or accuracy of materials on such sites. If you decide to access linked third-party sites, you do so at your own risk, and waive any and all claims against Mpd, Inc. regarding the inclusion of links to outside sites or your use of those sites. The third party sites may contain user agreements or terms and conditions and privacy policies to which you are subject while using those sites. We encourage you to become familiar with these policies of when you access that site. Mpd, Inc. reserves the right to terminate any link or linking program at any time.

USER CODE OF CONTENT; ACCEPTABLE USE.

The Mpd, Inc. Site/Services may contain e-mail services, bulletin board services, chat areas, news groups, forums, communities, photo albums, and/or other message or communication facilities designed to enable you to communicate with others (collectively, "Communication Services"). You agree to use the Communication Services only to post, send

Terms of Use / MPD motorsports performance design, inc.

and receive messages and material that are proper and, when applicable, related to the particular Communication Service. By way of example, and not as a limitation, you agree that when using a Communication Service, you will not:

- » Use the Communication Service in connection with surveys, contests, pyramid schemes, chain letters, junk email, spamming or any duplicative or unsolicited messages (commercial or otherwise).
- » Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- » Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, obscene, indecent or unlawful topic, name, material or information.
- » Publish, post, upload, distribute or disseminate any topic, name, material or information that incites discrimination, hate or violence towards one person or a group because of their belonging to a race, a religion or a nation, or that insults the victims of crimes against humanity by contesting the existence of those crimes.
- » Upload, or otherwise make available, files that contain images, photographs, software or other material protected by intellectual property laws, including, by way of example, and not as limitation, copyright or trademark laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents to do the same.
- » Use any material or information, including images or photographs, which is made available through the Mpd, Inc. Site/Services in any manner that infringes any copyright, trademark, patent, trade secret, or other proprietary right of any party.
- » Upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property of another.
- » Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Service specifically allows such messages.
- » Download any file posted by another user of a Communication Service that you know, or reasonably should know, cannot be legally distributed in such manner.
- » Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- » Restrict or inhibit any other user from using and enjoying the Communication Services.
- » Violate any code of conduct or other guidelines which may be applicable for any particular Communication Service.
- » Harvest or otherwise collect information about others, including e-mail addresses.
- » Violate any applicable laws or regulations.
- » Create a false identity for the purpose of misleading others.

Mpd, Inc. has no obligation to monitor the Communication Services. However, Mpd, Inc. reserves the right to review materials posted to a Communication Service and to remove any materials in its sole discretion. Mpd, Inc. reserves the right to terminate your access to any or all of the Communication Services at any time, without notice, for any reason whatsoever. Mpd, Inc. reserves the right at all times to disclose any information as Mpd, Inc. deems necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in Mpd, Inc.'s sole discretion.

Mpd, Inc. does not control or endorse the content, messages or information found in any Communication Service and, therefore, Mpd, Inc. specifically disclaims any liability with regard to the Communication Services and any actions resulting from your participation in any Communication Service.

Materials uploaded to a Communication Service may be subject to posted limitations on usage, reproduction and/or dissemination, you are responsible for adhering to such limitations if you download the materials.

MATERIALS PROVIDED TO MPD, INC. OR POSTED AT MPD, INC. SITE.

Mpd, Inc. does not claim ownership of the materials you provide to Mpd, Inc. (including feedback and suggestions) or post, upload, input or submit to any Mpd, Inc. Site/Service or its associated services for review by the general public, or by the members of any public or private community, (each a "Submission" and collectively "Submissions"). However, by posting, uploading, inputting, providing or submitting ("Posting") your Submission you are granting Mpd, Inc., its affiliated companies and necessary sublicensees permission to use your Submission in connection with the operation of their Internet businesses (including, without limitation, all Mpd, Inc. Site/Services), including, without limitation, the license rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission; to publish your name in connection with your Submission; and the right to sublicense such rights to any supplier of a Mpd, Inc. Site/Service.

No compensation will be paid with respect to the use of your Submission, as provided herein. Mpd, Inc. is under no obligation to post or use any Submission you may provide and Mpd, Inc. may remove any Submission at any time in its sole discretion.

Terms of Use / MPD motorsports performance design, inc.

By Posting a Submission you warrant and represent that you own or otherwise control all of the rights to your Submission as described in these Terms of Use including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

GOVERNING LAW AND VENUE.

This Agreement shall be interpreted, construed and governed by the laws of the State of Indiana, USA, without reference to its laws relating to conflicts of law and not including the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Venue for all disputes arising under this Agreement shall lie exclusively in the Superior Courts of the State of Indiana in Putnam County or the Federal District Courts of Central Regions of Indiana (as permitted by law) and each party agrees not to contest the personal jurisdiction of these courts. Notwithstanding the foregoing, however, Mpd, Inc. shall have the right to commence and prosecute any legal or equitable action or proceeding before any non-U.S. court of competent jurisdiction to obtain injunctive or other relief in the event that, in the opinion of Mpd, Inc., such action is necessary or desirable.

ENFORCEMENT.

Should any clause of these Terms of Use be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. Mpd, Inc.'s failure to expressly enforce any provision of these Terms of Use does not waive its rights to enforce that or any other provision.

MODIFICATION/INTEGRATION.

We reserve the right to change these Terms of Use, and other information available on the Mpd, Inc. Site, without notice. These Terms of Use set out the entire agreement between Mpd, Inc. and you relating to your use of this the Mpd, Inc. Site.

NOTICES AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT.

Pursuant to Title 17, United States Code, Section 512(c)(2), notifications of claimed copyright infringement should be sent to Mpd, Inc.'s Designated Agent. Please see our Notice and Procedure for Making Claims of Copyright Infringement.

PRIVACY.

Mpd, Inc. cares about your privacy. We do not share customer information with any other entities or sell any information to other companies for the purpose of marketing or any other purpose. We maintain customer files with customer information such as addresses, phone numbers, email address...etc... for the sole purpose of shipping and customer history logs.

OTHER SITE POLICIES.

Please review our other policies, such as our Shipping Policy, Ordering Procedures, and our Warranty Policy clicking the appropriate links in the navigation areas to the left areas of the store. If you need help finding something please e-mail us.

TERMINATION

Mpd, Inc. reserves the right, in its sole discretion, to terminate your access to all or part of the Mpd, Inc. Site, with or without notice.