



Terms of Use

This site and all materials within it are © 2010 The Pep Boys- Manny, Moe & Jack.

By registering to use this site you agree that you have read, understand and accept these Terms of Use and agree to be bound by them and by any other terms and conditions within the Portal. Because these Terms of Use are subject to change and you will be bound by such changes, you should periodically visit this section to review the current Terms of Use. Your continued use of the Portal constitutes your agreement to the modified Terms of Use. These Terms of Use in no way alter the terms or conditions of any other agreement between you and Pep Boys.

Permissible Use. You and your authorized employees may download or reproduce material displayed on this site for internal business use only in accordance with the terms contained herein. You may not make derivative works, distribute, modify or otherwise use the material for public or non-Pep Boys' business purposes without our prior written permission. This site contains names, logos, trademarks, service marks and other intellectual property which we own or have permission to use, and may not be used by you for any purpose without our prior written permission.

Access. Access to this website is granted in our absolute discretion, and may be terminated at any time. Access is permitted by user name and password only, and each user must have his/her own unique user name. You are responsible for protecting the confidentiality of all user names and passwords registered to your account, and you accept responsibility for all actions which occur under such names and/or passwords. If you believe that any of your user names or passwords have been compromised, you must contact us promptly.

Accuracy. While we try to provide accurate and updated information through this Portal, you acknowledge that the information may contain errors or omissions and may not be current.

Liability. We will not be liable to you or anyone else for any damages or injury resulting from your access to, or inability to access, this Portal, from your reliance on the information provided through this Portal or any damage to your computer equipment or other property on account of your access to or use of the Portal or your downloading of any information from the Portal. This Portal and the information and material contained herein is provided "as is" without any representations or warranties, express or implied. You expressly agree that your use of the Portal, including all data or content viewed or transmitted through the Portal, is at your sole risk.

WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT THE MATERIALS IN THIS PORTAL ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. WE CANNOT AND DO NOT REPRESENT OR WARRANT THAT THIS PORTAL OR ITS SERVERS ARE FREE OF VIRUS, TROJAN HORSES OR HARMFUL BUGS OR COMPENENTS. WE ARE NOT RESPONSIBLE FOR ANY USE OF ANY

INFORMATION PERTAINING TO YOU OR YOUR BUSINESS THAT IS ACCESSED OR USED BY THIRD PARTIES ACCESSING THE PORTAL. WE DO NOT GURANTEE OR REPRESENT THAT WE WILL PURCAHSE ANY GOODS, PRODUCTS OR SERVICES FROM YOU. IN NO EVENT SHALL PEP BOYS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR LOST REVENUES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Confidentiality. You understand that you will receive certain Confidential Information (as defined below) from Pep Boys. "Confidential Information" includes this Portal, trade secrets, proprietary rights, financial, sales and marketing data and any other information transmitted via the Portal. You agree that you will not disclose Confidential Information to any third party. You agree not to use or reproduce such Confidential Information without our prior written consent except as otherwise permitted herein. You agree that you will limit access to Confidential Information to those of your employees who have a need to know such Confidential Information. You agree that upon our written request you will return to us any and all written or tangible materials (including all copies) of Confidential Information in your possession. You acknowledge that the Confidential Information is of a special, unique and extraordinary character, and that a breach of this Agreement by you will cause continuing and irreparable injury to us for which monetary damages would not be an adequate remedy. In the event of a breach of these Terms of Use, in addition to any other legal remedies available to us, we have the right to seek injunctive or other equitable relief without any requirement for the posting of any security or bond.

Liability. You agree to defend, indemnify and hold harmless, Pep Boys, its subsidiaries and affiliates and its and their officers, directors, employees and agents successors and assigns ("Pep Boys Parties") against any and all against all claims, liabilities and expenses (including reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by the Pep Boys Parties as a result of the your (including your employees and agents or anyone using your user names or passwords) (i) breach or violation of any of these Terms of Use; (ii) negligence or intentional misconduct; (iii) transmission of any viruses, Trojan horses or other harmful bugs or programs. You hereby release and discharge Pep Boys Parties from all claims, demands and causes of action, whether known or unknown, arising out of or related to any unauthorized access to or use of the Portal or any inaccuracy, errors or omissions contained in the Portal or any information contained in or displayed through the Portal.

Governing Law; Jurisdiction. These Terms of Use shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles. Each party hereby submits to the exclusive jurisdiction and venue of the federal and state courts located in Philadelphia County, Pennsylvania over any dispute arising hereunder. EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY PROCEEDING OVER ANY DISPUTE ARISING UNDER THESE TERMS OF USE.

Modification. If any provision of these Terms of Use is unlawful, void or unenforceable, it will not affect the validity and enforceability of any other provision. These Terms of Use set forth the entire agreement regarding all of the matters discussed herein. These Terms of Use were last updated on December 15, 2010.