

**GOLDSMITH SERVICE CLUB
TERMS AND CONDITIONS**

1. Acceptance of Terms

Au Auto Repair, Inc., a California corporation (referred to as “Company,” “us” or “we”), provides the Goldsmith Service Club Membership Program (referred to as “Membership Program”), subject to your compliance with the following Terms and Conditions of Use (“Terms”), as well as any other written agreement(s) between us and you.

We reserve the right to modify or cancel this Membership Program at any time.

BY SIGNING UP, YOU AGREE TO BE BOUND BY THESE TERMS.

2. Membership Program.

Membership Program. Company provides a service maintenance options under the Membership Program including:

Membership Level	Conventional Oil	Synthetic Oil
Bronze: \$9.99/month	<ul style="list-style-type: none"> - 3 Oil Changes with oil filter per year*: - Visual Inspection - Clean and Rain-X windshield - Fluid Top-off 	<ul style="list-style-type: none"> - 2 Oil Changes with oil filter per year*: - Visual Inspection - Clean and Rain-X windshield - Fluid Top-off
Silver: \$17.99/month	<ul style="list-style-type: none"> - 3 Oil Changes with oil filter per year*: - Visual Inspection - Clean and Rain-X windshield - Fluid Top-off - Tire Rotations - Brake Inspection - Engine Air Filter** 	<ul style="list-style-type: none"> - 2 Oil Changes with oil filter per year*: - Visual Inspection - Clean and Rain-X windshield - Fluid Top-off - Tire Rotations - Brake Inspection - Engine air Filter**
Gold: \$29.99/month	<ul style="list-style-type: none"> - 3 Oil Changes with oil filter per year*: - Visual Inspection - Clean and Rain-X windshield - Fluid Top-off - Tire Rotations - Brake Inspection - EPR and MOA* - Cabin Filter with sanitizer** - Set of Wiper Blades** - Vehicle Detail Service** 	<ul style="list-style-type: none"> - 2 Oil Changes with oil filter per year*: - Visual Inspection - Clean and Rain-X windshield - Fluid Top-off - Tire Rotations - Brake Inspection - EPR and MOA* - Cabin Filter with sanitizer** - Set of Wiper Blades - Vehicle Detail Service**

*: Year begins on date of first payment and annual services are based on that date

** : Constitutes an annual service instead of one provided on every visit

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Vehicle Designation. You understand and acknowledge that each membership in the Membership Program is associated with one vehicle and for that vehicle only. Vehicle license plates are used to identify each vehicle and cannot be tampered with. Membership is not transferable and cannot be combined with any other offers, discounts, or gift cards. The Membership service is only made available for gasoline engines, with a max oil capacity of six (6) quarts, diesel and fleet vehicles do not qualify membership.

No Guarantee. Although Company works hard to provide quality service, you understand and acknowledge that we cannot promise or guarantee specific results from using the Membership Program. We reserve the right to refuse service and will exercise this right before initiating the service agreement.

Scheduling Appointments. You understand and agree that the Company reserves the right to close due to holidays, equipment maintenance, and shop upgrades. The Company recommends scheduling an appointment for each service to expedite each service and insure the service can be performed within the scheduled hours of operation.

3. Payment

Fees. You agree to pay all fees associated with the Membership Program. Any charges incurred by your participation in the Membership Program will be automatically billed to the credit card we have on file. The rates of the Membership Program are subject to change on 30 days' written notice. You agree to provide us with accurate and complete billing information, including valid credit card information, your name, address and telephone number, and to provide us with any changes in such information within seven (7) days of the change.

Overdue Amounts. If, for any reason, your credit card company declines or otherwise refuses to pay the amount owed for the Membership Program, you agree that we may, at our option, suspend or terminate performance of the Membership Program and may require you to pay any overdue amounts incurred by other means acceptable to us. In the event legal action is necessary to collect on balances due, you agree to reimburse us for all expenses incurred to recover sums due, including attorney fees and other legal expenses.

Changes. Monthly costs are subject to change. You will be notified at least 30 days in advance by email, unless mailed communication is requested, of any changes that may affect your account.

4. Communications.

Email Communications. We may need to provide you with communications, notices, agreements, billing statements, or disclosures in writing regarding your membership. By providing your email address and accepting these Terms, you authorize us to send and receive communications to you and from you via e-mail. You have the right to receive communication in paper form and can request a copy, at no charge, by sending your request to 3802 W. Ashcroft Ave, Fresno, CA 93722. You may withdraw your consent to receive electronic communications at any time by writing us at the address above.

5. Term.

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Term. The Membership Agreement shall be effective from the date of execution by customer and shall remain in force for an initial term of forty-five (45) days and continue thereafter on a month to month basis.

6. Customer Right to Cancel.

Customer Right to Cancel. Within seven (7) days prior to the billing date, customer may cancel by completing the cancellation form at auautorepair.com/memberships. Once cancellation is submitted, you will no longer be entitled to the services provided under the Membership Program. No refunds or credits will be given for partial periods. No third-party cancellations will be accepted.

7. Company Right to Terminate

Grounds for Termination. You agree that we may, at our sole discretion, terminate or suspend your access to all or part of the Membership Program with or without notice and for any reason, including, without limitation, breach of these Terms. Any suspected fraudulent, abusive or illegal activity may be grounds for barring your access to the Membership Program.

Termination of the Membership Program. We reserve the right to cancel the Membership Program at any time. Upon termination of the program, no additional deductions will be made from your account. Any benefits or services will also terminate and no refunds will be provided.

No Right to Offerings Upon Termination. Upon termination and regardless of the reason(s) motivating such termination, your right to use the Membership Program will immediately cease. We shall not be liable to you or any third party for any claims for damages arising out of any termination or suspension or any other actions taken by us in connection therewith.

8. Miscellaneous Provisions

Governing Law and Venue. You hereby agree that any action arising out of these Terms will be brought solely in any state or federal court located in Fresno County, California.

Force Majeure. In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of services provided under the Membership Program arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to: labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above.

Savings Clause. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

No Waiver. Any failure by us to enforce or exercise any provision of these Terms or related rights shall not constitute a waiver of that right or provision.

Entire Agreement. These terms and conditions constitute the entire agreement and understanding between the parties concerning the subject matter hereof and supersedes all prior

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agreements and understandings of the parties with respect thereto. These Terms may NOT be altered, supplemented, or amended by the use of any other document(s).