

PENSKE HONDA CHULA VISTA

Terms of Use

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To access certain portions of the Sites, such as to schedule service appointments, you must create an account. You agree to provide truthful and accurate information during the account creation process. You also agree to maintain the accuracy of any submitted data. If you provided any information that is untrue, inaccurate, or incomplete, we reserve the right to terminate your account and suspend your use of any and all Sites.

You are responsible for preserving the confidentiality of your account password and will notify us of any known or suspected unauthorized use of your account. You agree that you are responsible for all acts or omissions that occur on your account while your password is being used.

LISTINGS ON THE SITES

The Sites make available information and images associated with vehicles and related products and services (such as service plans, protection plans, accessories, and parts) being offered for sale by or through Penske Honda (collectively, "Listings"). While we endeavor to display accurate information on the Sites, we cannot guarantee the accuracy of any Listings, including any features, specifications, and prices. Similarly, while we attempt to display the colors of vehicles and products that appear on the Sites as accurately as possible, we cannot guarantee that your device's display of any of these colors will be accurate. Certain items listed on the Sites may have limited quantities and may not always be available. All information provided in connection with any Listings is subject to change at any time.

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- Causes us to lose (in whole or in part) the services of our Internet service providers or other suppliers;
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LINKING

We welcome links to Sites. You are usually free to establish a hypertext link to any of the Sites so long as the link does not create a false implication of sponsorship or endorsement of your site by any of the Sites or by Penske Honda.

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Without our prior written permission, you may not frame, or make it appear that a third-party website is presenting or endorsing, any of the content of the Sites, or incorporate any intellectual property of the Sites, Penske Honda or any of its licensors into another website or other service.

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE

Except where and to the extent prohibited by law, by using the Sites, you and Penske Honda agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Sites or the breach, enforcement, interpretation, or validity of these Terms or any part of it ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Notice shall be sent to:

- Penske Honda Chula Vista, at 9136 E Firestone Blvd., Downey, CA 90241; ATTN: General Counsel, or
- You, at the address we have on file for you.

Both you and Penske Honda agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party. IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE AND EXCLUSIVE JURISDICTION FOR SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS OR CONSOLIDATED CAPACITY. Other rights that you and we would otherwise have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such disputes shall be exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then in effect, before one arbitrator to be mutually agreed upon by both parties. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable.

CHOICE OF LAW AND CHOICE OF FORUM

These Terms have been made in and shall be construed in accordance with the laws of the State of California, without giving effect to any conflict of law principles. Any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in the State of California and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

MODIFICATION AND TERMINATION

We reserve the right to modify these Terms at any time. When we do so, we will update the "Last Updated" date above. You will be notified of any material changes to these Terms via a posting on the Sites and/or via email at the email address we have on file for you.

We shall have the right to immediately terminate these Terms with respect to any user which we, in our sole discretion, consider to be unacceptable, or in the event of any breach by you of these Terms.

CONTACT US

If you have any questions, comments or concerns about these Terms, please contact Penske Honda using the "Contact Us" form on our website, by calling 1-833-491-0172, or by mail at 9136 E Firestone Blvd., Downey, CA 90241, ATTN: General Counsel.

California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at 1-916-445-1254 or 1-800-952-5210.