

TERMS AND CONDITIONS

clutcher.com, LLC

Applicability: By accessing or utilizing the services of clutcher.com, LLC (hereafter “clutcher.com”) you agree to be bound by these Terms and Conditions. When using the services of clutcher.com, you also agree to be bound by any posted guidelines or rules applicable to such services. Any use or participation by you in any clutcher.com service will constitute acceptance of these Terms and Conditions. If you do not agree to be bound by these Terms and Conditions and any posted guidelines or rules, do not use the clutcher.com services. .

Use of Website: The clutcher.com website and any associated digital resources, mobile website, or mobile applications is for the exclusive purpose of allowing clutcher.com customers to schedule services with clutcher.com, to purchase products from clutcher.com, or to become educated on the services of clutcher.com. Use of the clutcher.com website for any other purpose is expressly prohibited. Clutcher.com may decline service at any time or to any individual or organization who does not agree to abide by the requirements of these terms and conditions.

Website Content: Clutcher.com uses commercially reasonable efforts to maintain the website content including product pricing, availability and product details. Clutcher.com, however, cannot guarantee the accuracy or suitability of the website content for any specific purpose.

Technology Platform: All website content, design, features, and other technology platform features are the exclusive property of Clutcher.com, LLC. No features may be copied, reproduced, or utilized in whole, or in part without express written permission of clutcher.com.

Permission: By agreeing to these terms and conditions, the user certifies that they own the vehicle being submitted for service, and grants permission for clutcher.com to take possession and operate the vehicle for the purpose of completing purchased or agreed upon services or services incidental or related to the vehicle. This use includes but is not limited to permission to transport the vehicle from the vehicle pick-up location to any of the following: 1. clutcher.com company service locations. 2. clutcher.com partner shops, premium partner shops, and non-partner shops. 3. Vehicle specialty shops including, but not limited to glass repair shops, alignment shops, auto detailing shops, and any other specialty shop that is a reasonable choice for completing the agreed scope of work. 4. Third party shops which are specifically requested by the customer, which may include, but are not limited to vehicle dealer shops or other shops where the owner has made arrangements for service work. 5. Car washes, vacuum stations, and vehicle fueling locations (gas stations). 6. Test drive locations to diagnose issues or validate quality and correctness of repairs completed.

Vehicle transport may be completed at the discretion of clutcher.com by any reasonable means including driving the vehicle or transporting the vehicle via truck or trailer.

It is the normal process of clutcher.com to keep the vehicle owner informed of the status and location of the customer’s vehicle by means of text message, telephone, e-mail, or other electronic means. Clutcher.com cannot guarantee the accuracy of this information for any specific purpose. Customer agrees to not hold clutcher.com liable for simple errors or omissions of vehicle location and status.

None of the above conditions shall be interpreted as limiting permission to operate the vehicle as required to complete the scope of the purchased or agreed upon work order.

Vehicle owner may be asked to sign paper or electronic copies of permission form prior to vehicle service. These forms can be used to demonstrate permission to law enforcement or other government officials who may require such information.

Insurance Requirement for Customer: In accordance with state law, it is required that the vehicle owner and customer maintain current and valid insurance including collision and comprehensive physical damage coverage on any vehicle scheduled for any service with clutcher.com, LLC. Clutcher.com retains the right to document any evidence of pre-existing vehicle damage or of other vehicle condition or damage by utilizing photographic documentation, video documentation, or other means while vehicle is in the possession of clutcher.com.

By accepting these terms and conditions, the user certifies that the user has current and valid insurance policy as described above.

Insurance Provided by clutcher.com, LLC: In the interest of protecting clutcher.com and our customers, clutcher.com carries insurance to cover liabilities while customer vehicles are in the possession of clutcher.com. In accordance with the “Insurance Requirement for Customer” section above, customer agrees to each of the following to the extent allowed by applicable law:

In the event of a physical damage claim (collision, comprehensive, etc.) to a customer vehicle while the vehicle is in the care and custody of clutcher.com, customer agrees to the following:

1. Customer's physical damage insurance policy shall be primary.
2. Clutcher.com will pay the customer deductible amount for approved claims up to \$2,000.00.
3. Customer shall defend clutcher.com against claims from customer's insurer on the basis that clutcher.com provides an agreed upon service to the customer, at the request of the customer, and for the benefit of the customer, and that any physical damage insurance coverage on said customer vehicle shall be for the benefit of the customer who has purchased and paid policy premiums for subject coverage.

In the event of a claim of any type while a customer vehicle is in the care and custody of a third party (customer specified service provider, company recommended service providers, etc.), the following shall apply:

1. Clutcher.com shall not be liable for any claim that results from an incident occurring while a vehicle is in the care, custody and control of a third party (dealership, independent service provider, etc).
2. No benefit to bailee – No coverage shall be granted for the benefit of any person or organization holding, storing, or transporting a vehicle or property for a fee.

Limitation of Liability: By using any clutcher.com service, you agree that the following limitation of liability applies to any claim you may have against clutcher.com for use of the service, or for services provided by clutcher.com.

In no event will your liability to clutcher.com or clutcher.com's liability to you arising out of or related to your use of any clutcher.com service, whether the claim is in contract, tort, or otherwise, exceed the total amount of the charges you received or that were provided to you from clutcher.com for the services it rendered or agreed to render to you. Further, each party agrees to waive any claim for consequential, incidental, or punitive damages arising out of the clutcher.com services.

Third Party Services: No guarantee is made to the performance or suitability of services performed by third party service providers regardless of whether or not the service provider was pre-selected or specified by the customer or whether the third party service provider was recommended by clutcher.com. Any claim against a third party (dealership, independent service center, etc.) must be addressed directly with that third party.

Arbitration: By using any clutcher.com service, you agree to this binding arbitration provision. Any claim you have against clutcher.com arising out of the service must be brought in a commercial arbitration before the American Arbitration Association in the Kansas City metropolitan area. Each party in the arbitration will be responsible for its own costs and attorney fees. One arbitrator will be selected, and the parties will share equally the cost of the arbitrator.

Special Situations: There are many special situations that may affect the ability of clutcher.com to safely execute the transportation and services offered. These may include weather (rain, snow, hail, tornadoes, etc.), traffic and construction, acts of God, or other unusual situations. Clutcher.com will use commercially reasonable efforts to complete services as requested on the date requested, but shall not be liable for damages as a result of any late completion or late delivery of any vehicle to you.

Scheduling: Clutcher.com offers online scheduling for customer convenience. Clutcher.com uses commercially reasonable efforts to complete our customer services as scheduled. In the event that clutcher.com is unable to maintain the scheduled pick-up time, clutcher.com will work with customer to find an alternative pick-up time. If the new times does not work for you, then you may cancel the service and your sole remedy will be a refund of any funds pre-paid by you for scheduled services.

Courtesy Transportation: Clutcher.com may offer courtesy transportation at no charge as a convenience to our customers while their vehicle is under the care of clutcher.com. This may include courtesy shuttle service to and from work and home, etc. Clutcher.com does not guarantee courtesy transportation or the timeliness thereof.

Rental Vehicles: Clutcher.com does not directly offer rental or courtesy vehicles to our customers. Clutcher.com may, however, at the discretion of the company, offer delivery of third party rental vehicles to our customers. In the case of rental vehicles, the clutcher.com customer care associate must be named as a driver on the rental policy. Insurance, damage, or fines attributable to the customer associated with the rental of the vehicle will be the responsibility of the customer regardless of the role, if any, that clutcher.com plays in the coordination or arrangement of rental vehicle services.

Thank you for choosing clutcher.com!

END OF DOCUMENT