

Last Revised date: May 1, 2026.

Please review these Terms of Use (“Terms”) carefully as they serve as an enforceable contract and contain important information about your legal rights, remedies, and obligations.

Turn 5, Inc. d/b/a American Trucks (“Turn5,” “we,” or “us”) provides this website (the “Site”), and its functionality, as well as Turn5 products, services, information, and communications (including phone calls and texts) subject to your agreement to these Terms.

By using the Site in any way, signing up for promotional mailings, texts, or emails, purchasing products, entering contests, and/or creating or signing into your account, you agree to be bound fully by these Terms, without change. Additional terms may also apply depending on your use of the Site and they will be detailed in other locations on this Site.

BY AGREEING TO THESE TERMS, YOU AND TURN5 AGREE TO RESOLVE ALL DISPUTES BETWEEN THEM IN SMALL CLAIMS COURTS OR THROUGH BINDING INDIVIDUAL ARBITRATION ONLY, AND WE EACH WAIVE THE RIGHT TO PARTICIPATE IN ANY CLASS ACTION AND TO HAVE CLAIMS DECIDED BY A JURY, AS SET FORTH IN THE [DISPUTE RESOLUTION SECTION](#) BELOW.

As explained in the [Privacy section](#) below, please note that our website causes communications about your browsing activities to be sent to third parties that provide services to us. By agreeing to the Terms, you expressly consent to these communications.

We recommend you print out a copy of these Terms for your records. They can be downloaded [here](#).

Fitment Guarantee[Top](#)

WE GUARANTEE our products will fit your vehicle provided that, as you shop for and order the products on AmericanTrucks.com, you accurately select the features of your vehicle from the options AmericanTrucks.com presents, and AmericanTrucks.com has not displayed a notice saying the product will not fit the vehicle you selected. If, despite these conditions, a product does not fit, we will treat the product as defective under our return policy. [View Details](#)

Privacy[Top](#)

Please read our [Privacy Policy](#) which is incorporated into these Terms and is a part of this contract. You agree with and consent to our Privacy Policy, including the information collection, transmittal, analysis, and usage practices it describes. Like most websites, our

Site may cause information concerning you and your usage of and activities on the Site to be transmitted by your web browsing software to third parties including, but not limited to, advertising networks, content providers, and other service providers. By agreeing to the Terms, you consent fully to all such communications.

Mobile Terms[Top](#)

We offer marketing and promotional mobile alerts by text and/or SMS message (the “Text Service”). As noted above, by signing up or participating in the Texting Service, you hereby agree to these Terms and [Privacy Policy](#).

Signing Up and Opting-In to the Text Service. Enrollment in the Text Service requires you to provide your mobile phone number and to agree to these terms and conditions. By providing your mobile phone number, you hereby represent that you are over the age of 18. We reserve the right to stop offering the Text Service at any time with or without notice. We also reserve the right to change the short code or phone number from which messages are sent and we will notify you when we do so.

By opting into the Text Service, you expressly:

- Consent to receive recurring informational marketing or promotional calls and/or text messages from us on the phone number provided in your opt-in, possibly using an automatic telephone dialing system or artificial intelligence.
- Acknowledge that you do not have to agree to receive communications as a condition of purchase.
- Confirm that you are the subscriber to the relevant phone number, that you are the customary user of that number, or that you are otherwise authorized to opt in.
- Consent to the use of an electronic record to document your opt-in; to update our records with your contact information, please call 610-990-4561.

Content You May Receive. Once you opt-in to the Text Service, your message frequency may vary based on your interactions and initiated texts. You may receive alerts about the following, among other topics: sale promotions; event information; product launch announcements; saved items; cart reminders; back in stock alerts; price drop alerts; low inventory alerts.

Charges and Carriers. Message and data rates may apply. Please consult your service agreement with your wireless carrier or contact your wireless carrier to determine your phone’s pricing plan and the charges for sending and receiving text messages. You

acknowledge that you are responsible for any message, data or other charges incurred (usage, subscription, etc.) as a result of using the Text Service.

Supported carriers include all major carriers and other smaller regional carriers. The Text Service may not be available on all wireless carriers. We may add or remove any wireless carrier from the Text Service at any time without notice. We and the mobile carriers are not responsible for any undue delays, failure of delivery, or errors in messages.

To Stop the Text Service. To stop receiving text messages from us, text the word STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, or UNSUBSCRIBE to 61258 any time or reply STOP, QUIT, END, REVOKE, OPT OUT, CANCEL, or UNSUBSCRIBE to any of the text messages you have received from us. You can also contact us at 610-990-4561. These are the exclusive methods for opting out. After opting out, you will receive one additional message confirming that your request has been processed.

Questions. You can text HELP for help at any time to 61258. This will provide you with our customer service toll-free phone number at 610-990-4561.

Additional Terms[Top](#)

To the extent that you have agreed to additional terms in connection with your use of the Site and those additional terms conflict with these Terms, the additional terms shall control except to the extent it would change in any way the requirements of the [Dispute Resolution Section](#), below. If the additional terms are silent as to matters covered by these Terms, these Terms shall control.

Order Acceptance[Top](#)

The receipt of an order number or an email order confirmation does not constitute the acceptance of an order or a confirmation of an offer to sell. Turn5 reserves the right, without prior notification, to limit the order quantity on any item and/or to refuse service to any customer. Verification of information may be required prior to the acceptance of an order. Prices and availability of products on the Site are subject to change without notice. Errors will be corrected when discovered and Turn5 reserves the full right to revoke any stated offer, acceptance, or confirmation, and to correct any error, inaccuracy, or omission (including after an order has been submitted or an order confirmation has been sent), at any time and without legal obligation. Certain orders constitute improper use of the Site. Turn5 reserves the right, at its sole discretion, to refuse or cancel any order for any reason at any time. Your account may also be restricted or terminated for any reason, at Turn5's sole discretion.

Risk Of Loss[Top](#)

All items purchased from Turn5 are made pursuant to a shipment contract. This means that the risk of loss and title for such items pass to you upon our delivery to the carrier.

Product Descriptions[Top](#)

Turn5 attempts to be as accurate as possible. However, Turn5 does not warrant that product descriptions or other content on the Site, including prices, are accurate, complete, reliable, current or error-free. Such errors shall not be binding on Turn5 in any way. If a product offered by Turn5 is not as described, your sole remedy is to return the product for a refund.

Permissible Uses Of Site[Top](#)

Subject to these Terms, Turn5 grants you a limited, non-transferable, non-exclusive, license to access and make personal use of the Site for the purposes of shopping and making purchases. This license does not include the right to access or use the Site for any of the restricted purposes set forth below. Turn5 may terminate this license at any time for any reason.

The rights granted to you in these Terms are subject to the following restrictions: (a) you shall not use the Site to place an order on behalf of yourself or a third party for resale to that third party; (b) you shall not license, sublicense, reproduce, sell, rent, lease, transfer, assign, distribute, host, or otherwise commercially exploit the Site, its products or its content without the express written consent of Turn5; (c) you shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Site; (d) you shall not access the Site in order to build a similar or competitive service, or to download, copy or collect content or account information for the benefit of another merchant; (e) except as expressly stated herein, no part of the Site may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means without Turn5's express written consent; and (f) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other proprietary information or content (including images and text descriptions) of the Site without Turn5's express written consent.

Turn5 reserves the right, at any time, to modify, suspend, or discontinue the Site or any part thereof with or without notice. You agree that Turn5 will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Site or any part thereof.

Intellectual Property Rights[Top](#)

The Site contains valuable trademarks and service marks owned and used by Turn5 (“Turn5 Marks”). Any use of the Turn5 Marks without the prior written permission of Turn5 is strictly

prohibited. The arrangement and layout of the Site, including but not limited to, the Turn5 Marks, images, text, graphics, buttons, screenshots, and other content or material (collectively, the “Site Content”) are the sole and exclusive property of Turn5.

UNAUTHORIZED COPYING, REPRODUCING, MODIFYING, REPUBLISHING, UPLOADING, DOWNLOADING, POSTING, TRANSMITTING, MAKING DERIVATIVE WORKS OF OR DUPLICATING ALL OR ANY PART OF THE SITE IS PROHIBITED.

Turn5 uses a network of independent product and content suppliers, distributors and other third parties to supply some of the products and content advertised on the Site. All other trademarks, service marks, product names, package designs and company names or logos associated with these products, and other such third parties, that are not owned by Turn5 but appear on the Site are the property of their respective owners.

Limitations Regarding Information Articles and Advice[Top](#)

Turn5 offers information, articles and advice to vehicle enthusiasts through this Site for educational purposes only. Turn5 does not warrant this advice, you should rely on your own expertise or the expertise of a professional in the relevant field, and you agree to hold Turn5 harmless in the event information is inaccurate, including to the extent such inaccurate information has caused damage to personal property, injury, or death.

Acceptable Use Policy[Top](#)

You agree not to use the Site to collect, upload, transmit, display, or distribute any User Content (a) that violates any third-party right, including any copyright, trademark, patent, trade secret, moral right, privacy rights, right of publicity, or any other intellectual property or proprietary right; (b) that is unlawful, harassing, abusive, tortious, threatening, harmful, invasive of another's privacy, vulgar, defamatory, false, intentionally misleading, trade libelous, pornographic, obscene, patently offensive (e.g., material that promotes racism, bigotry, hatred, or physical harm of any kind against any group or individual) or otherwise objectionable material of any kind or nature or which is harmful to minors in any way; or (c) in violation of any law, regulation, or obligations or restrictions imposed by any third party.

In addition, you agree not to use the Site to: (i) upload, transmit, or distribute any computer viruses, worms, or any software intended to damage or alter a computer system, device or data; (ii) send unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (iii) harvest, collect, gather or assemble information or data regarding other users, including e-mail addresses, without their consent; (iv) interfere with or disrupt servers or networks connected to the Site or violate the regulations, policies or procedures of such networks; (v) attempt to gain unauthorized

access to the Site, other computer systems or networks connected to or used together with the Site, through password mining or other means; or (vi) harass or interfere with another user's use and enjoyment of the Site.

We reserve the right (but have no obligation under these Terms) to review any User Content, investigate, and/or take appropriate action against you, at our sole discretion, if you violate the Acceptable Use Policy or any other provision of these Terms, including removing or modifying your User Content, terminating your Turn5 account, and/or reporting you to law enforcement authorities. We may also remove or modify your User Content if it, in our sole judgment, violates the rights of, harms, or threatens the safety of any other person, or creates liability for us or any other person. To cooperate with legitimate governmental requests, subpoenas or court orders, or to protect our business and members and other customers, we may access and disclose any information we consider necessary or appropriate, including but not limited to your Turn5 account username and password, IP address and traffic information, usage history, and your User Content.

Third Party Sites And Other Users[Top](#)

The Site may contain links to, or advertisements for, third-party web sites (collectively, "Third-Party Sites") (for example, social media sites such as Facebook, YouTube, Twitter, or Pinterest). Such Third-Party Sites are not under the control of Turn5 and Turn5 is not responsible for any Third-Party Sites. Turn5 provides links to these Third-Party Sites only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third Party Sites. You agree that you use all Third-Party Sites at your own risk. When you link to a Third-Party Site, the applicable service provider's terms and policies, including privacy and data gathering practices, shall govern. You should do the research that you feel is necessary or appropriate before proceeding with any transaction with any Third-Party Site. You explicitly agree that by entering into these Terms, you will abide by and agree to be bound to YouTube's Terms found here: (<https://www.youtube.com/t/terms>).

Each Site user is solely responsible for all User Content provided by the user. We do not control User Content. You acknowledge and agree that we are not responsible for any User Content and we make no guarantees regarding the accuracy, currency, suitability, or quality of any User Content, and we assume no responsibility for any User Content. Your interactions with other Site users are solely between you and such user. You agree that Turn5 will not be responsible for any loss or damage incurred as the result of any such interactions. If there is a dispute between you and any other Site user, we are under no obligation to become involved.

You hereby release and hold harmless Turn5, its officers, employees, agents, affiliates, subsidiaries, parents, joint ventures, successors, independent contractors, and any companies under common control with us from demands for any and all losses, damages, rights, claims (including costs and attorneys' fees), and actions of any kind including personal injuries, death, and property damage, that are either directly or indirectly related to or arise out of any interactions with or conduct of other Site users or Third-Party Sites.

Disclaimer Of Warranties[Top](#)

Turn5 intends for the information and data contained in the Site to be accurate and reliable. However, as the information and data have been compiled from a variety of sources including unrelated third party sources, such information and data are provided "AS IS" and "AS AVAILABLE." You expressly agree that your use of the Site and any information contained therein is at your sole risk.

NEITHER TURN5 NOR ITS THIRD PARTY PARTNERS OR VENDORS WARRANT THE ACCURACY, OR COMPLETENESS OF THE CONTENT PROVIDED ON THIS SITE OR THE PRODUCTS OR SERVICES OFFERED FOR SALE ON THIS SITE. WE CANNOT AND DO NOT WARRANT THAT YOUR USE OF THIS SITE WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE.

ACCORDINGLY, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TURN5 EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

SOME JURISDICTIONS, INCLUDING NEW JERSEY, DO NOT ALLOW THE DISCLAIMER OF WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

Limitation on Liability[Top](#)

IN NO EVENT SHALL TURN5, OUR OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, SUBSIDIARIES, PARENTS, JOINT VENTURES, SUCCESSORS AND ANY COMPANIES UNDER COMMON CONTROL WITH US, OR ANY INDEPENDENT CONTRACTORS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFIT OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES ARISING FROM OR IN ANY WAY RELATED TO YOUR RELATIONSHIP WITH TURN5, YOUR USE OF THE SITE, PRODUCTS, OR THIRD PARTY SITES, OR YOUR INTERACTION WITH OR RELIANCE ON ANY ADVICE FROM ANY SUCH PERSON OR ENTITY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACCESS TO, AND USE OF, THE SITE, PRODUCTS AND

THIRD-PARTY SITES AND ANY INTERACTIONS WITH OR RELIANCE ON ADVICE FROM ANY SUCH PERSON OR ENTITY ARE AT YOUR OWN DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, DEVICES, OR LOSS OF DATA RESULTING THEREFROM. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, OUR LIABILITY TO YOU FOR ANY DAMAGES ARISING FROM OR IN ANY WAY RELATED TO YOUR RELATIONSHIP WITH TURN5, ANY INTERACTIONS WITH OR RELIANCE ON ADVICE FROM ANY SUCH PERSON OR ENTITY, OR THESE TERMS (FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION), WILL AT ALL TIMES BE LIMITED TO THE GREATER OF (A) FIFTY US DOLLARS (\$50) OR (B) AMOUNTS YOU HAVE PAID TURN5 IN THE PRIOR 12 MONTHS. TO THE FULLEST EXTENT PERMITTED BY LAW, YOU AND TURN5 AGREE THAT ANY CLAIM BETWEEN US MUST BE BROUGHT WITHIN ONE (1) YEAR.

SOME JURISDICTIONS, INCLUDING NEW JERSEY, DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM JURISDICTION TO JURISDICTION.

Indemnity[Top](#)

You agree to indemnify and hold Turn5, our officers, employees, agents, affiliates, subsidiaries, parents, joint ventures, successors, independent contractors, and any companies under common control with us harmless from any claim (including costs and attorneys' fees) or demand made by any third party due to, concerning, or arising out of (a) your use of the Site, Products, or Text Service, (b) your User Content, (c) your violation of these Terms, or (d) your interaction with any independent contractors or reliance on any advice provided by them. Turn5 reserves the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate with our defense of these claims. You agree not to settle any matter without the prior written consent of Turn5. Turn5 will use reasonable efforts to notify you of any such claim, action or proceeding upon becoming aware of it.

Dispute Resolution[Top](#)

Turn5 is committed to using good faith efforts to resolve disputes with its users, without the need for a formal legal claim to be filed. If an issue arises between us, you and Turn5 agree to first work diligently and in good faith to reach a resolution that is fair and equitable to both sides using the mandatory informal dispute resolution process described below. On occasion, a third party may be necessary to help resolve disputes between us. This section of the Terms (the "Arbitration Agreement") limits how these disputes can be resolved.

YOU AND TURN5 AGREE THAT ALL DISPUTES BETWEEN YOU AND TURN5 THAT CANNOT BE RESOLVED INFORMALLY SHALL BE RESOLVED ON AN INDIVIDUAL BASIS IN EITHER ARBITRATION OR SMALL CLAIMS COURT ONLY. YOU AND TURN5 AGREE TO WAIVE ANY AND ALL RIGHTS (1) TO A TRIAL BY JURY, (2) TO PARTICIPATE IN ANY WAY IN A CLASS ACTION OR CLASS ARBITRATION, AND (3) TO RESOLVE DISPUTES IN COURTS OTHER THAN STATE SMALL CLAIMS COURTS. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT, SUCH AS ACCESS TO DISCOVERY, ALSO MAY BE UNAVAILABLE OR LIMITED IN ARBITRATION.

Any and all disputes between you and Turn5, its agents, employees, officers, directors, principals, successors, assigns, subsidiaries, affiliates, or independent contractors (collectively for purposes of this section, "Turn5"), including disputes arising from or relating to these Terms of Use, the Privacy Policy, and any other policy in effect at the time of your use, use and operation of the Site, any purchase on the Site, communications between you and Turn5, the reliance on any advice provided by such independent contractors, or other products, programs, services or promotions provided by Turn5, including disputes about the validity, scope or enforceability of this arbitration provision (collectively, "Covered Disputes") will be settled by binding arbitration administered by JAMS, Inc. under its rules applicable to consumer disputes, in effect on the date thereof. Information on JAMS and how to start arbitration can be found at www.jamsadr.com or by calling 800-352-5267. For purposes of this section, these Terms of Use and related transactions will be subject to and governed by the Federal Arbitration Act, 9 U.S.C. sec. 1-16 (FAA), as these Terms memorialize a transaction in interstate commerce. To the extent state law applies to any portion of a proceeding brought by you or us, the applicable law will be the law of the state of your residence, as determined based on your shipping address on file with Turn5.

You and Turn5 will each bear its own arbitration costs, arbitral fees, and attorneys' fees; however, either party may seek to recover fees and costs to the extent permitted by applicable law. If an arbitrator determines that a claim has been brought in bad faith or for an improper purpose, or that the demand was frivolous, the arbitrator may award costs, arbitration fees, and attorneys' fees to the party defending against the claim. The arbitration will take place in Chester County, Pennsylvania. Notwithstanding the above, you or Turn5 can bring any individual claim in small claims court consistent with the jurisdictional limitations of such court.

Prior to initiating any arbitration, the initiating party will give the other party at least 60-days' advanced written notice of its intent to file for arbitration. Turn5 will provide such notice by e-mail to your e-mail address on file with Turn5 and you must provide such notice by e-mail

to legal@turn5.com. During such 60-day notice period, the parties will endeavor to settle amicably by mutual discussions any Covered Disputes. Failing such amicable settlement and expiration of the notice period, either party may initiate arbitration. The arbitrator will have the power to grant whatever individual relief would be available in court under law or in equity and any award of the arbitrator(s) will be final and binding on each of the parties and may be entered as a judgment in any court of competent jurisdiction. This provision is a precondition to any arbitration demand.

TURN5 AND YOU AGREE THAT ANY COVERED DISPUTE HEREUNDER WILL BE SUBMITTED TO ARBITRATION ON AN INDIVIDUAL BASIS ONLY. NEITHER TURN5 NOR YOU ARE ENTITLED TO ARBITRATE ANY COVERED DISPUTE AS A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY ACTION AND THE ARBITRATOR(S) WILL HAVE NO AUTHORITY TO PROCEED ON A CLASS, REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL BASIS. If any provision of the agreement to arbitrate in this section is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced (but in no case will there be a class, representative or private attorney general arbitration).

Notwithstanding any provision in these Terms to the contrary, we agree that if Turn5 makes any future material change to this dispute resolution provision, it will not apply to any individual claim(s) that you have brought in writing to the notice of Turn5 prior to the effective date of such change. In the event that this arbitration agreement does not apply to a given dispute, then the parties agree to the exclusive jurisdiction of the state and federal courts in Chester County, Pennsylvania to resolve such claims.

Term And Termination[Top](#)

Subject to this Section, these Terms will remain in full force and effect, including while you use the Site. We may (a) suspend your rights to use the Site (as well as your Turn5 account) or (b) terminate these Terms, at any time for any reason at our sole discretion, including for any use of the Site in violation of these Terms or if we believe you are younger than 18 years of age. Upon termination of these Terms, your Turn5 account and right to access and use the Site will terminate immediately. You understand that any termination of your Turn5 account may involve deletion of any User Content you may have posted. Turn5 will not have any liability whatsoever to you for any termination of these Terms, including for termination of your Turn5 account or deletion of your User Content.

The provisions herein related to our intellectual property rights, User Content, acceptable use, disclaimer of warranties, indemnity, limitation and liability, and arbitration together with any other rights and obligations which by their nature are reasonably intended to

survive such termination, including the end of any other aspect of the relationship between you and Turn5, including your decision to stop purchasing from Turn5 or the cancellation or end of any participation in any service, program, or promotion offered by Turn5, will survive any termination of these Terms of Use.

Saved Cards[Top](#)

We retain payment method tokens associated with orders for the purposes of processing payment for your current transaction, facilitating order modifications, and issuing refunds for returns. For guest users, tokens are applicable only to the current order, whereas for logged-in users, they may be used for both the current and future transactions.

If you completed a purchase while logged into your account and wish to remove a stored payment method, you may do so by accessing your account, navigating to the “Payment Info” section, and selecting the “Delete” option. Please be advised that payment methods linked to active, auto-renewing subscriptions cannot be removed until the corresponding subscription has been canceled.

General[Top](#)

We reserve the right to make changes to our Site, these Terms and other service terms, such as our Privacy Policy, and other miscellaneous policies, at any time without notice. Each time you use our Site, you should visit and review the then current Terms and Policies that apply to your transactions and use of our Site. If you do not agree to be bound by the then current Terms and Policies, your sole remedy is not to use our Site.

Our failure to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision. These Terms are governed by the laws of the State of Pennsylvania without regard to conflict of law provisions. The section titles in these Terms are for convenience only and have no legal or contractual effect. The word “including” means including without limitation. If any provision of these Terms is, for any reason, held to be invalid, void or unenforceable, the other provisions of these Terms will be unimpaired, and the invalid, void or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. These Terms, and your rights and obligations herein, may not be assigned, subcontracted, delegated, or otherwise transferred by you without Turn5's prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void. The terms of these Terms shall be binding upon each party's assignees.