

Harbor Freight Tools Inside Track Club Program Terms

Last Revised: 9/3/2024

By enrolling in the Inside Track Club (“Program”), you agree to (i) these Program Terms, (ii) Harbor Freight’s general [Terms and Conditions](#) including, but not limited to, the Choice of Law, Jurisdiction, Dispute Resolution, and Class-Action Waiver provisions, (iii) Harbor Freight’s [Return Policy](#), and (iv) Harbor Freight’s [Security and Privacy Policy](#) (collectively, the “Program Terms”), as well as to the decisions of Harbor Freight Tools USA, Inc. (“Harbor Freight”) with respect to the Program, which are final and binding in all respects.

ELIGIBILITY: Membership in the Program is open to legal U.S. residents who are 18 years of age or older. “Membership” is personal, nontransferable, and nonsalable and is limited to one individual per account. Business entities are not eligible for enrollment. Harbor Freight may refuse enrollment to anyone in its sole and absolute discretion.

MEMBERSHIP FEE AND MEMBERSHIP TERM: The current “Membership Fee”, exclusive of all applicable taxes, is applicable for either a one (1) year or two (2) year period beginning on the date of initial purchase (i.e., enrollment) and ending on the day prior to the anniversary or second anniversary thereof, as applicable (“Membership Term”). The amount of the then-current Membership Fee will be posted in-store and online at harborfreight.com.

HOW TO ENROLL: You may enroll in the Program by purchasing a Membership in-store at the register, or online at harborfreight.com. In order to enroll in the Program, you must provide, at a minimum, your name and a valid email address and phone number. The full version of the Program Terms will be available in store upon request at or near the cash register and at harborfreight.com. You will receive a welcome email within seven (7) days following your initial enrollment, which will include a hyperlink to the full Program Terms.

END OF MEMBERSHIP TERM: Your Membership will immediately expire at the end of your Membership Term. In order to renew/reactivate your Membership, you must re-enroll in the Program by purchasing a new Membership in-store or online

MEMBERSHIP BENEFITS: As part of the Membership, Harbor Freight may, from time to time and in its sole and absolute discretion, offer certain “Benefits” to Members, which will be communicated to Members from time to time via email, online at harborfreight.com, and/or in-store postings.

In-store: You can access Benefits in-store by providing the Harbor Freight associate with the phone number and/or email address associated with your Membership at the time of checkout. Harbor Freight associates may request additional identification to confirm Membership. Memberships purchased in-store will be activated immediately, and Benefits will be immediately applied to any additional in-store purchases made contemporaneously with the initial Membership purchase.

Online: You can access Benefits online at harborfreight.com by logging into your online account prior to checkout using the email address associated with your Membership. Benefits will be applied to any online purchases made immediately following the initial Membership purchase.

All Benefits will be subject to the terms and conditions promulgated by Harbor Freight in connection with such Benefit, including, but not limited to, exclusions, purchase limitations, and expiration dates, all of which are incorporated herein by reference. Benefits cannot be transferred, substituted, or redeemed

for cash. Benefits are limited to one per Member and may not be stacked or combined with any other coupon, sale, promotion, or offer made by Harbor Freight. No specific Benefits are guaranteed, and Harbor Freight may, from time to time and in its sole and absolute discretion, change what Benefits are available to Members. Benefits may not be the same for all Members and may vary. Benefits have no value outside of the Program. Any discounted or sale items are available while supplies last and no rain checks will be provided. All Benefit details and/or ambiguities will be determined and resolved by Harbor Freight, in its sole and absolute discretion.

ENROLLMENT INCENTIVES: Harbor Freight may, from time to time and in its sole and absolute discretion, offer additional "Enrollment Incentives" to encourage participation in the Program. Any such Enrollment Incentives will be prospective and for new Members only. Unless otherwise specified by Harbor Freight, Enrollment Incentives will not apply retroactively to existing Members and will at all times be subject to the terms and conditions promulgated by Harbor Freight in connection with the Enrollment Incentive, all of which are incorporated herein by reference. Harbor Freight is not obligated to offer any Enrollment Incentives.

RETURNS AND CANCELLATION: You may cancel your Membership and receive a full refund of the Membership Fee by returning the Membership to any Harbor Freight retail store, calling Harbor Freight's Contact Center at 1-800-444-3353 within ninety (90) days following the date of initial purchase/enrollment or re-enrollment (each, a "Cancellation Period"). You will not be permitted to cancel your Membership following expiration of the Cancellation Period. No portion of the Membership Fee will be refunded for any cancellation following expiration of the applicable Cancellation Period. Harbor Freight may, in its sole discretion and without refund, decline a return or cancellation of any Membership for any reason or no reason, including, but not limited to, any person Harbor Freight determines to be abusing this section or any other aspect of this Program, acting in a fraudulent, disruptive, adverse, or harmful manner, or otherwise violating these Program Terms. In the event of any conflict between this Section and Harbor Freight's [Return Policy](#), the Return Policy shall prevail.

ADDITIONAL TERMS; CHOICE OF LAW; JURISDICTION; DISPUTE RESOLUTION; CLASS-ACTION WAIVER: The Program is also subject to Harbor Freight's general [Terms and Conditions](#) including, but not limited to, the Choice of Law, Jurisdiction, Dispute Resolution, and Class-Action Waiver provisions.

GENERAL CONDITIONS: Program is subject to all applicable federal, state, and local laws and regulations, and the Program and/or any Benefits are void where prohibited by law. Unless otherwise specified by Harbor Freight, Program is not valid in combination with any other programs, specials, sales, coupons, promotions, or other benefits offered by Harbor Freight. Members are prohibited from using the Benefits to purchase any product(s) from Harbor Freight with the intent to resell, and may only use Benefits for personal, family, and/or household purposes, not for resale, commercial, or business purposes.

Participation is at Member's sole risk. The Program and its Benefits are provided on strictly "as is," "as available," "where available," and "while supplies last". By participating in the Program, you agree to release, discharge, indemnify and hold harmless Harbor Freight, its parent, subsidiaries, affiliates, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise out of your Membership or participation in the Program or the use or redemption of any Benefit or product sold by Harbor Freight. Harbor Freight makes no warranty (express or implied, including any implied warranties of merchantability, fitness for a particular purpose or arising from course of performance) with regard to the Program, its Benefits, or any of its products, including any warranty as

to results from use of the Program. Without limiting the foregoing, liability of the Released Parties, in the aggregate, shall not exceed the Fees paid by the Member for that Member's current Membership Term.

Released Parties are not responsible for errors or problems of any kind relating to or in connection with the Program, whether printing, typographical, technical, computer, network, human, mechanical, electronic, or otherwise, including, without limitation, errors or problems which may occur in connection with the administration of the Program, the announcement or fulfillment of the Benefits or in any Program-related materials. Harbor Freight may, in its sole discretion and without refund, immediately terminate the Membership of any person for any reason or no reason, including, but not limited to, any person found tampering with or abusing the Benefits or any aspect of this Program, engaging in resale of Harbor Freight products, acting in a disruptive, adverse, or harmful manner, or otherwise violating these Program Terms. Membership Fees will not be refunded if Harbor Freight believes a Member has abused privileges or violated the Program Terms. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or other device related to or resulting from participating in this Program.

Harbor Freight reserves the right at any time to (a) modify, suspend, or cancel the Program, (b) increase the Membership Fee, and/or (c) modify, update, or revise the Program Terms and/or Benefits (collectively, "Program Changes"). Any Program Changes will be effective immediately with or without notice (except where notice is required by law) by posting the updated terms on Harbor Freight's website or in-store; provided, however, any increase in the Membership Fee will only be applicable to future purchases. Your participation in the Program after the Program Changes, including, but not limited to, utilization of any Benefits after the Program Changes, will be deemed acceptance of such changes. You should review the online Program Terms periodically to ensure familiarity with the most current version. You will always be able to tell when the version was last updated by checking the "Last Revised" date at the top of the Program Terms. In the event Harbor Freight cancels or terminates the Program or your Membership, Harbor Freight may elect, if it so chooses, to maintain Benefits until expiration of your Membership Term or refund a pro rata portion of your Membership Fees.

Your personal information collected in connection with this Program will be used in accordance with Harbor Freight's [Security and Privacy Policy](#). Notwithstanding any current or prior election to the contrary, by providing your email address and/or phone number to Harbor Freight, you consent to being contacted by Harbor Freight (including by SMS, text, voice call, pre-recorded message, and autodialing and/or autotexting system) about your Membership, as well as for marketing and promotional purposes with respect to the Program and other Harbor Freight offerings. If you no longer wish to receive future promotional texts, phone calls, or emails from us, you can unsubscribe in accordance with Harbor Freight's [Security and Privacy Policy](#); provided, however, you do so knowing that your election to unsubscribe may negatively impact your ability to receive or access the Benefits for the remainder of your Membership Term. Additionally, any request for Harbor Freight to delete your personal information pursuant to the California Consumer Privacy Act, or any other similar privacy law, may negatively impact your ability to receive or access the Benefits for the remainder of your Membership Term.