HOLLEY WEBSITE & APPLICATION LICENSE AGREEMENT

TERMS OF USE OF THE HOLLEY WEBSITE & APPLICATION(S)

Last Updated & Effective: May 27, 2025

1. INTRODUCTION AND ACCEPTANCE

Holley Performance Products, Inc. and its affiliates ("Company," "we," "us" and "our") offers you access to its interactive online websites, applications, and services. These Terms of Use, together with our Privacy Policy, and any additional terms which might apply to certain products, applications(s) or services, govern your use of our websites ("Website"), products, applications(s) or services – together, our ("Services"). Our Services include www.holley.com and all other locations on which we place or reference these Terms of Use.

PLEASE READ THESE TERMS OF USE AND OUR PRIVACY POLICY CAREFULLY BEFORE USING OUR SERVICES. WHEN YOU ACCEPT THE TERMS OF USE DURING OUR SIGN-UP PROCESS OR WHEN YOU ACCESS OR USE THE SERVICES, (OTHER THAN TO READ THESE TERMS OF USE FOR THE FIRST TIME) YOU ARE INDICATING THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY AND COMPLY WITH THESE TERMS OF USE, WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN SECTION TITLED "AMENDMENT"; ADDITIONAL TERMS" SECTION BELOW. IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, DO NOT USE OUR SERVICES.

NOTHING IN THESE TERMS MODIFIES, LIMITS OR RESTRICTS ANY RIGHTS OR REMEDIES THAT MAY BE AVAILABLE TO YOU UNDER APPLICABLE LAW WHICH WE ARE PROHIBITED BY SUCH LAW FROM MODIFYING, LIMITING OR RESTRICTING.

2. INTELLECTUAL PROPERTY

Our Services and associated content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, software, source code, logos, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, Applications and interactive features included with or available through our Services and all intellectual property rights to the same, including, without limitation, all trademarks, service marks, trade names and trade dress that may appear in our Services are owned by us, our licensors, our affiliates, or identified third parties (collectively, the "Service Content"). Except for the limited use rights granted to you in these Terms of Use, and to the extent permitted by applicable law, you shall not acquire any right, title or interest in our Services or any Service Content. Any rights not expressly granted in these Terms of Use are expressly reserved.

3. ACCESS AND USE

A. We may offer certain portions of our Services at no charge (e.g., Websites) and others for a one-time fee, on a subscription basis or under any other lawful pricing structure. We will give you notice of any Additional Terms (see below) which apply if we charge you a fee, and please read those terms carefully before choosing to make a purchase or subscription. In all instances, unless stated otherwise in applicable Additional Terms, our Services are not being sold to you; rather, you are being granted a limited license to access and use our Services. In addition, the license to use our paid Services do not necessarily transfer across operating systems and/or different equipment (e.g., mobile devices to computers, etc.).

B. Third-Party Terms:

i. IN CERTAIN INSTANCES, YOUR USE OF OUR WEBSITE OR OTHER SERVICES MAY CONTAIN LINKS TO THIRD PARTY WEBSITES AND, IF YOU CHOOSE TO ACCESS, BE SUBJECT TO YOUR AGREEMENT TO CERTAIN THIRD-PARTY PRIVACY POLICIES OR OTHER TERMS. LINKED WEBSITES ARE NOT UNDER OUR CONTROL, AND WE ARE NOT RESPONSIBLE FOR THEIR CONTENT. IN SUCH INSTANCES, WE WILL PROVIDE YOU NOTICE OF THIS IN THE PRIVACY POLICY OR OTHER APPLICABLE TERMS POSTED IN THE SERVICE. BY USING THE APPLICABLE SERVICE, YOU AGREE TO ALL SUCH THIRD-PARTY TERMS.

ii. Without limiting the foregoing, if we offer any mobile applications (“Applications”), you acknowledge and agree that the availability of our Applications and related Services are dependent on the third-party from whom you chose to receive the Application license in accordance with the relevant third party terms, e.g., the Apple iTunes, Google Play, or other App stores (“App Store"). You acknowledge that these Terms of Use are between you and Company and not with the App Store. Company, not the App Store, is solely responsible for its Services, including the Application, the content thereof, maintenance, support services, and warranty therefor, and addressing any claims relating thereto (e.g., product liability, legal compliance or intellectual property infringement). In order to use our Applications, you must have access to a wireless network or cellular service as applicable, and you agree to pay all fees associated with such access. You also agree to pay all fees (if any) charged by the App Store in connection with the Services, including the applicable Application. You agree to comply with, and your license to use the Application is conditioned upon your compliance with, all applicable third-party terms of agreement (e.g., applicable federal, state, and local laws, and the App Store’s terms and policies) when using our Services, including the Application. You acknowledge that the App Store (and its subsidiaries) are third-party beneficiaries of the Terms of Use and will have the right to enforce them.

C. Our Services are provided for your personal, non-commercial use only. You acknowledge that we reserve the right to discontinue the Services, in whole or in part, at any time if we determine that you have violated these Terms of Use. When using our Services, you agree to comply with all applicable federal, state, and local laws including, without limitation, trade dress, patent, trademark and copyright law. Except as expressly permitted in these Terms of Use or as we may otherwise permit, you may not use, reproduce, duplicate, reverse engineer, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit Service Content for any purpose whatsoever without obtaining prior written consent from us or, in the case third-party content, its applicable owner. In certain instances, we may suggest, ask or otherwise permit you to download, install and/or print Service Content (e.g., schematics for parts, warranties, manuals, etc.). In such a case, you may do so only in the

manner authorized and for your non-commercial use only. You acknowledge that you do not acquire any ownership rights by downloading, installing or printing Service Content.

D. Furthermore, except as expressly permitted in these Terms of Use, you may not:

i. remove, alter, cover, or distort any copyright, trademark, or other proprietary rights notice we include in or through our Services or Service Content or copies of such documents;

ii. circumvent, disable or otherwise interfere with our security-related features including, without limitation, any features that prevent or restrict the use of or copying of any software or other Service Content;

iii. use an automatic device (such as a robot or spider) or manual process to copy or “scrape” the Website or Service Content for any purpose without our express written permission. Notwithstanding the foregoing, Company grants the operators of public search engines permission to use spiders to copy materials from the site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials. Company reserves the right to revoke these exceptions either generally or in specific cases;

iv. collect or harvest any personally identifiable information or non-personally identifiable information about another user or third party without consent from our Services including, without limitation, usernames, passwords, email addresses;

v. solicit other users to join or become members of any commercial online service or other organization without our prior written approval;

vi. attempt to or interfere with the proper working of our Services or impair, overburden, or disable the same;

vii. decompile, reverse engineer, or disassemble any portion of our software or other Service Content, or our Services;

viii. use network-monitoring software to determine architecture of or extract usage data from our Services;

ix. performing any fraudulent or illegal activity which infringes the rights of Holley or others, including encouraging conduct that violates any applicable local, state or federal law, either civil or criminal, or impersonating another user, person, or entity (e.g., using another person’s Account without permission (as defined below), or falsifying your age or date of birth;

x. violate any applicable laws and regulations including without limitation U.S. export laws and regulations (including, without limitation, violations of the Export Administration Act and the Export Administration Regulations administered by the Department of Commerce); or

xi. engage in any conduct that would violate any applicable law related to the control of emissions from motor vehicles, including illegally altering or modifying a vehicle’s required emission controls and equipment.

E. You agree to fully cooperate with us to investigate any suspected or actual activity that is in breach of these Terms of Use.

F. You understand and agree that your use of the Services and/or Service Content while operating a motor vehicle (or during any other activity that requires your attention) may be distracting, dangerous, or prohibited by federal, state, or local law. You are solely responsible for your exercising good judgment, acting in a safe and responsible manner and taking into account the real world conditions, and obeying all applicable laws and regulations at all times. You understand that failing to pay full attention in the operation of a vehicle or in other activities may cause an accident, damage, injury, death, or other serious consequences to you, your passengers, or bystanders. You assume sole responsibility for your use of the Services and Service Content, regardless if use of a Service or Service Content is possible while operating a motor vehicle, and to the extent permitted by law, under no circumstances will we be liable for any loss or damage caused by such use.

4. MOBILE APPLICATION USE

A. You must obey all applicable laws, traffic rules, and traffic regulations governing the operation of your vehicle and use of the Application(s), and you will not access and/or use any Service or Application(s) in a manner that violates any law, rule, or regulation. Without limiting the foregoing, it is your sole responsibility to exercise discretion and observe all safety measures required by law, traffic rules, and traffic regulations while accessing and/or using the Services and Application(s). Access to and/or use of the Services and Application(s) are at your sole discretion and risk and your sole responsibility and the Services and Application(s) should be accessed and/or used only when you can safely operate them, and under no circumstances will we be liable for any loss or damage caused by such use;

B. If others use the Services or Application(s) through your user account or vehicle, you will ensure that they only use the Services or Application(s) when it is safe to do so, and in compliance with the law and these Terms of Use;

C. We may remotely deliver, install, update, or change the software used to deliver the services provided in the Application(s) or used by your vehicle systems which may change from time to time as set forth in section titled “Amendment”;

D. You understand that the download, operation and/or use of Applications(s) may: (i) have an unintended or adverse effect on your vehicle, any vehicular system or software operating in or with the Application(s), and/or one or more other Apps, (ii) result in a modification or change to your vehicle, any system or software operating in or with the vehicle, one or more other Application(s), and/or the functionality of any one or more of the foregoing; and/or (iii) render all or a portion of the vehicle, any system or software operating in or with the vehicle, and/or one or more other Application(s), lowered performance, inaccessible or unusable. You understand and agree that the download, operation and use of Application(s) is at your own discretion and risk and is your own responsibility, and that we have no obligation to provide customer support for the Application(s) or with regard to any effect it may have on your vehicle, any system or software operating in or with the vehicle, and/or one or more other Application(s).

E. Your use of our Services is subject to our Privacy Policy, which is available at https://www.holley.com/privacy/. We will handle your personal information and other information or materials you share with us in accordance with our Privacy Policy and these Terms of Use.

5. USER REGISTRATION

A. IN ORDER TO ACCESS OR USE SOME FEATURES OF OUR SERVICES OR SERVICE CONTENT (ONLINE ORDERING, APPLICATION, ETC.) YOU MAY HAVE TO BECOME A REGISTERED USER. IF YOU ARE UNDER THE AGE OF THIRTEEN (13) (or equivalent minimum age in your home country), THEN YOU ARE NOT PERMITTED TO REGISTER AS A USER OR OTHERWISE PROVIDE US ANY PERSONAL INFORMATION.

B. If you become a registered user, you will provide true, accurate and complete registration information and, if such information changes, you will promptly update the relevant registration information. During registration, you will create a username and password (an “Account”). You are solely responsible for safeguarding and maintaining the confidentiality of your Account. You are solely responsible for the activity that occurs under your Account, whether you have authorized the activity. You agree to contact us immediately via https://www.holley.com/help/ if you become aware of any breach of security or unauthorized use of your Account.

6. USER CONTENT

A. We may now or in the future permit users to post, upload, transmit through, or otherwise make available through our Services (collectively, “submit”) messages, text, illustrations, data, files, images, logos, graphics, photos, comments, sounds, music, videos, information, content, and/or other materials, ratings and reviews, videos and podcasts (“User Content”). Subject to the rights and license you grant herein, you retain all right, title and interest in your User Content. We do not guarantee any confidentiality with respect to User Content even if it is not published through our Services. It is solely your responsibility to monitor and protect any intellectual property rights that you may have in your User Content, and we do not accept any responsibility for the same.

B. You shall not submit any User Content protected by copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right without the express permission of the owner of the respective right. You are solely liable for any damage resulting from your failure to obtain such permission or from any other harm resulting from User Content that you submit.

C. You represent, warrant, and covenant that you will not submit any User Content that:

i. violates or infringes in any way upon the rights of others, including, but not limited to, any copyright, trademark, patent, trade secret, moral right, or other intellectual property or proprietary right of any person or entity;

ii. impersonates another or is unlawful, threatening, abusive, libelous, defamatory, invasive of privacy or publicity rights, vulgar, obscene, profane, pornographic, or otherwise objectionable, or otherwise violates any applicable law;

iii. encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any law, including any law related to the control of emissions from motor vehicles;

iv. is an advertisement for goods or services or a solicitation of funds;

v. includes personal information such as messages which identify phone numbers, social security numbers, account numbers, addresses, or employer references;

vi. contains a formula, instruction, or advice that could cause harm or injury; or

vii. is a chain letter of any kind

Moreover, any conduct by a user that in our sole discretion restricts or inhibits any other user from using or enjoying our Services will not be permitted.

D. Our Services may allow you to submit or post User Content. Except to the extent prohibited by law:

i. By submitting User Content to us, simultaneously with such posting you automatically grant, or represent or warrant that the owner has expressly granted, to us (and, to the extent necessary to provide services to us, our licensors and licensees) a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, fully sublicensable, and transferable right and license to use, reproduce, distribute, create derivative works based upon (including, without limitation, translations), publicly display, publicly perform, transmit, and publish the User Content (in whole or in part) as we, in our sole discretion, deem appropriate including, without limitation, (1) in connection with our business; and (2) in connection with the businesses of our affiliates, licensees, assignees, successors, parents, subsidiaries, and their related companies. We may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such User Content. Furthermore, you also grant other users permission to access your User Content and to use, reproduce, distribute, create derivative works based upon, publicly display, publicly perform, transmit, and publish your User Content for personal, non-commercial use as permitted by the functionality of our Services and these Terms of Use. Notwithstanding the foregoing, to the extent permitted by law, you waive any and all claims you (or any copyright holder) may now or later have in any jurisdiction to so-called “moral rights” or rights of “droit moral” with respect to the User Content.

ii. By submitting User Content, unless you tell us not to do so (and we will provide you with a means to opt out), you also grant us (and, to the extent necessary to provide services to us, our licensors and licensees) a worldwide, perpetual, irrevocable, fully sublicensable, and transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the User (all attributes, collectively, per person, a “Persona”), including, without limitation, your name and geographical location (e.g., “Fred P. – Wyoming, OH”), for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law. Our uses of your Persona will be consistent with the terms of our Privacy Policy, where it is applicable.

iii. Notwithstanding the generality of the foregoing, unless you tell us not to do so (and we will provide you with a means to opt out), we reserve the right to display advertisements in connection with your User Content and to use your User Content for advertising, marketing, promotional, and other commercial purposes. You acknowledge and agree that your User Content may be included on the websites and advertising networks of our distribution partners, marketing partners, accounts, and third-party service providers (including their downstream users).

E. We have the right, but not the obligation, to monitor User Content. We have the right in our sole discretion and for any reason whatsoever to edit, refuse to post, remove, or disable access to any User

Content, including any offensive, abusive or illegal content (and if you see materials that does not comply, please let us know at privacy@holley.com).

7. UNSOLICITED IDEAS

While Company constantly strives to improve its products, services, technology and promotional techniques, we must take steps to ensure our own ability to innovate. As such, it is our policy not to accept, review, or consider any unsolicited ideas, products, works, materials, proposals, artwork, content or the like ("Submissions") from anyone other than our employees, agents, and our existing suppliers and contractors. To the extent permitted by law, if you nevertheless provide us an unsolicited Submission which is not marked Confidential or Proprietary, then regardless of what your Submission says, you unconditionally agree that: (A) your Submissions along with related intellectual property rights will immediately upon submission become the sole and exclusive property of Company, without compensation to you or any other person or party; (B) Company can use, reproduce, disclose, publish and distribute the Submissions for any purpose whatsoever, without restriction and in any way; (C) there is no obligation for Company to review the Submissions; and (D) there is no obligation to keep any Submissions confidential.

8. SERVICE CONTENT & THIRD-PARTY LINKS

A. We provide our Services including, without limitation, Service Content for educational, entertainment and/or promotional purposes only. You may not rely on any information and opinions expressed through any of our Services for any other purpose. In all instances, it is your responsibility to evaluate the accuracy, timeliness, completeness, or usefulness of any Service Content. Under no circumstances will we be liable for any loss or damage caused by your reliance on any Service Content.

B. The products displayed on our Website and/or Applications may not be available everywhere. Product availability is subject to change without notice and may vary. All prices are quoted in U.S. Dollars, unless stated otherwise. Company reserves the right to modify or discontinue, at any time, some or all products, and we will provide a notice on our Website.

C. Service Content may include content posted by a third-party or will represent the opinions and judgments of a third-party. We do not endorse, warrant and are not responsible for the accuracy, timeliness, completeness, or reliability of any opinion, advice, or statement offered through our Services by anyone other than our authorized employees or spokespersons while acting in their official capacities.

D. Our Services may link or contain links to other websites maintained by third parties. We do not operate or control, in any respect, or necessarily endorse the content found on these third-party websites. You assume sole responsibility for your use of third-party links. We are not responsible for any content posted on third-party websites or liable to you for any loss or damage of any sort incurred as a result of your dealings with any third-party or their website.

E. By consenting to receive Customer Care, Delivery, and/or Account Notifications via SMS from Holley Performance Products Inc., you agree to receive messages related to product replacements, inquiries, warranties/life cycles, refunds, and shipping schedules or loading dock information.

Reply STOP to opt-out. Reply HELP for support. Message & data rates may apply. Messaging frequency may vary. View our Privacy Policy at https://www.holley.com/privacy/.

9. INDEMNIFICATION

You are responsible for your use of the Services, and agree to indemnify and hold harmless Company and its officers, directors, employees, parents, partners, successors, agents, licensors, licensees, distribution partners, affiliates, subsidiaries, and their related companies (collectively, the “Company Parties”) from and against any and all claims, liabilities, losses, damages, obligations, costs and expenses (including reasonable attorneys’ fees and costs) arising out of, related to, or that may arise in connection with: (i) your use of our Services other than in compliance with these Terms of Use; (ii) User Content provided by you or through use of your Account; (iii) any actual or alleged violation or breach by you of these Terms of Use; (iv) any actual or alleged breach of any representation, warranty, or covenant that you have made to us; or (v) your acts or omissions. Your obligation to indemnify the Company Parties does not apply to the extent that the claim was caused by any Company Party. You agree to cooperate fully with us in the defense of any claim that is the subject of your obligations hereunder.

10. DISCLAIMER OF WARRANTIES

A. THE DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY UNDER SECTION 9 AND 10 WILL NOT APPLY TO THE EXTENT THAT THEY ARE PROHIBITED BY APPLICABLE LAW. NOTHING IS INTENDED TO EXCLUDE, MODIFY, OR RESTRICT THE OPERATION OF STATUTORY CONSUMER PROTECTION WARRANTIES OR CONSUMER GUARANTEES (INCLUDING UNDER THE AUSTRALIAN CONSUMER LAW) OR ANY OTHER CONDITION OR WARRANTY WHICH MAY BE IMPLIED BY LEGISLATION AND CANNOT BE EXCLUDED.

B. SUBJECT TO CLAUSE 9(A), YOU EXPRESSLY AGREE THAT USE OF OUR SERVICES IS AT YOUR SOLE DISCRETION AND RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR SERVICES AND SERVICE CONTENT (INCLUDING SOFTWARE) ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE COMPANY PARTIES DISCLAIM ANY AND ALL WARRANTIES INCLUDING ANY: (1) WARRANTIES THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS; (2) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF OUR SERVICES OR SERVICE CONTENT; (3) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE; (4) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED OR ACCESSED THROUGH OUR SERVICES; (5) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES; (6) WARRANTIES THAT YOUR USE OF OUR SERVICES WILL BE SECURE OR UNINTERRUPTED; AND (7) WARRANTIES THAT ERRORS IN OUR SERVICES OR SERVICE CONTENT (INCLUDING SOFTWARE) WILL BE CORRECTED.

11. LIMITATION ON LIABILITY

A. SUBJECT TO CLAUSE 9A AND 10C, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL ANY OF THE COMPANY PARTIES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH OUR SERVICES, SERVICE CONTENT, OR THESE TERMS OF USE SAVE TO THE EXTENT THAT SUCH LOSS OR CLAIM ARISES FROM THE NEGLIGENCE OR WILFUL MISCONDUCT OF THE COMPANY PARTIES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH OUR SERVICES INCLUDING, WITHOUT LIMITATION, SERVICE CONTENT IS TO STOP USING OUR SERVICES. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF GOODS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR ANY LINKS PLACED IN OUR SERVICES OR SERVICE CONTENT, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH OUR SERVICES OR ANY LINKS PLACED IN OUR SERVICES OR SERVICE CONTENT. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY CONTENT POSTED BY A THIRD-PARTY OR CONDUCT OF A THIRD-PARTY USING OUR SERVICES.

B. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN SAVE CLAUSE 9A AND CLAUSE 10C, IN NO EVENT SHALL THE CUMULATIVE LIABILITY ALL OF THE COMPANY PARTIES EXCEED THE LESSER OF THE TOTAL PAYMENTS RECEIVED FROM YOU BY COMPANY DURING THE PRECEDING TWELVE (12) MONTH PERIOD OR $100.00. FURTHERMORE, SUBJECT TO APPLICABLE LAW, YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF OUR SERVICES, SERVICE CONTENT, OR THESE TERMS OF USE MUST COMMENCE WITHIN TWELEVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

C. In some jurisdictions limitations of liability are not permitted. In such jurisdictions, some of the foregoing limitations may not apply to you. These limitations shall apply to the fullest extent permitted by law.

Notice to Australian residents: these Terms of Use (and limitations) must in all cases be read subject to applicable statutory provisions. If we are liable to you under the Australian Consumer Law or similar legislation, to the extent to which we are entitled to do so, we limit our liability in respect of any claim under these provisions to:

i. in the case of goods, at our option: the replacement of the goods, or the supply of equivalent goods, the repair of goods; the payment of the cost of replacing the goods or of acquiring equivalent goods; or the payment of the cost of having the goods repaired; and

ii. in the case of services, at our option: the supplying of the services again, or the payment of the cost of having the services supplied again.

In addition, under the Australian Consumer Law, in this Section 10, “Consequential Loss” means any loss or damage that is not a reasonably foreseeable result of the relevant breach, including a breach of the consumer guarantees under the Australian Consumer Law.

12. TERMINATION

A. These Terms of Use are effective until terminated by either party.

B. We reserve the right in our sole discretion and at any time to terminate or suspend your Account and/or block your use of our Services or Service Content if we reasonably believe that you have failed to comply with the letter and spirit of these Terms of Use (including Additional Terms), including without limitation if you have failed to comply with applicable laws. You agree that Company is not liable to you or any third party for any termination or suspension of your Account or for blocking your use of our Services or Service Content.

C. Any suspension or termination shall not affect your obligations to us under these Terms of Use. The provisions of these Terms of Use which by their nature should survive the suspension or termination of your Account or these Terms of Use shall survive including, but not limited to, the intellectual property rights of Company or its licensors, the rights and licenses that you have granted hereunder, indemnities, releases, disclaimers, limitations on liability, provisions related to choice of law, and all of the provisions in the Section titled “MISCELLANEOUS”.

13. COPYRIGHT POLICY

A. We respect the intellectual property rights of others and expect users to do the same. In appropriate circumstances and at our sole discretion, we may terminate and/or disable the Account of users suspected to be infringing the copyrights (or other intellectual property rights) of others. Additionally, in appropriate circumstances and in our sole discretion, we may remove or disable access to material on any of our websites or hosted on our systems that may be infringing or the subject of infringing activity.

B. In accordance with the Digital Millennium Copyright Act of 1998, Title 17 of the United States Code, Section 512 (“DMCA”) or applicable law, we will respond promptly to claims of copyright infringement that are reported to the agent that we have designated to receive notifications of claims infringement (its “Designated Agent”). Our Designated Agent is:

Holley Performance Products Inc.

Attn: DMCA Agent

2445 Nashville Road, Suite B1

Bowling Green, Kentucky 42101

Email: dcma@holley.com

C. If you are a copyright owner (or authorized to act on behalf of the copyright owner) and believe that your work’s copyright has been infringed, please report your notice of infringement to us by providing our Designated Agent with a written notification of claimed infringement that includes substantially the following:

i. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

ii. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.

iii. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material.

iv. Information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted.

v. A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law.

vi. A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

We will investigate notices of copyright infringement and take appropriate actions under the DMCA or applicable law. Inquiries that do not follow this procedure may not receive a response.

14. CHOICE OF LAW; JURISDICTION AND VENUE

Except to the extent required by applicable law, these Terms of Use shall be construed in accordance with the laws of the State of Kentucky without regard to its conflict of laws rules. Any permitted court legal proceedings against Company (i.e., those not subject to Mandatory Arbitration, as provided below) that may arise out of, relate to, or be in any way connected with our Website, Applications or other Services, or these Terms of Use, shall be brought exclusively in the state and federal courts applicable to Bowling Green, Kentucky and you waive any jurisdictional, venue, or inconvenient forum objections to such courts.

15. DISPUTE RESOLUTION & MANDATORY ARBITRATION

A. We each agree to first contact each other with any disputes and provide a written description of the problem, all relevant documents/information and the proposed resolution. You agree to contact us with disputes by contacting us at Holley Performance Products, Inc., ATTN: General Counsel, 2445 Nashville Road, Suite B1, Bowling Green, Kentucky 42101. We will contact you based on the contact information you have provided us.

B. If after 30 days the parties are unable to resolve any dispute raised under the previous provision, the dispute may only be submitted to arbitration consistent with this Section. The parties understand that they would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide their case, but they choose to have any disputes resolved through arbitration.

C. We each agree that any claim or dispute between us, and any claim by either of us against any agent, employee, successor, or assign of the other, including, to the full extent permitted by applicable law, third parties who are not signatories to this agreement, whether related to this agreement or otherwise, including past, present, and future claims and disputes, and including any dispute as to the validity or applicability of this arbitration clause, shall be resolved by binding arbitration administered by the JAMS under its rules and procedures in effect when the claim is filed. The rules and procedures and other

information, including information on fees, may be obtained from JAMS' website (www.jamsadr.com) or by calling JAMS at 949-224-1810.

D. We are entering into this arbitration agreement in connection with a transaction involving interstate commerce. Accordingly, this arbitration agreement and any proceedings thereunder shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Any award by the arbitrator(s) may be entered as a judgment in any court having jurisdiction.

E. Exception to Arbitrate. Either of us may bring qualifying claims in small claims court. Further, as set forth below, we each agree that any arbitration will be solely between you and Company, not as part of a class-wide claim (i.e., not brought on behalf of or together with another individual's claim). If for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then our agreement to arbitrate doesn't apply and the class-wide dispute must be brought in court.

16. NO CLASS ACTIONS

TO THE EXTENT ALLOWED BY APPLICABLE LAW (AND EXCLUDING AUSTRALIA), WE EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASSWIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

17. NO TRIAL BY JURY

TO THE EXTENT ALLOWED BY LAW (AND EXCLUDING AUSTRALIA), WE EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

18. AMENDMENT; ADDITIONAL TERMS

A. We reserve the right in our sole discretion and at any time and for any reason, to modify or discontinue any aspect or feature of our Services, Service Content or to modify these Terms of Use. In addition, we reserve the right to provide you with additional terms that may govern your use of our Services generally, unique of our Services, or both ("Additional Terms"). For example, our Returns Policy applies to purchases via our Services and are considered Additional Terms. To the extent any Additional Terms conflict with these Terms of Use, the Additional Terms will control.

B. Modifications to these Terms of Use or Additional Terms will be effective immediately upon notice, either by posting on the Website, notification by email or through any of our Applications. It is your responsibility to review the Terms of Use from time to time for any changes or Additional Terms. Your access and use of our Services or Service Content following any modification of these Terms of Use or the provision of Additional Terms will signify your assent to and acceptance of the same. If you object to any subsequent revision to the Terms of Use or to any Additional Terms, immediately discontinue use of our Services and, if applicable, terminate your Account.

19. MISCELLANEOUS

A. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

B. Except where specifically stated otherwise, if any part of these Terms of Use is unlawful or unenforceable for any reason, we both agree that only that part of the Terms of Use shall be stricken and that the remaining terms in the Terms of Use shall not be affected. So, for example, if a provision in these terms is found to be unenforceable, we agree an arbitrator (or, if permitted, a court) shall only strike that provision and that the remaining terms of these Terms of Use shall remain in force.

C. Where we have provided you with a translation of the English language version of these Terms of Use, our Privacy Policy or Additional Terms, you agree that the translation is provided for your convenience only and that the English version governs your relationship with us. The English language version takes precedence if there is any contradiction between the English and translated versions.

D. These Terms of Use (including the Privacy Policy and any Additional Terms incorporated by reference) constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous written or oral agreements between us with respect to such subject matter.

E. You may not assign these Terms of Use or assign any rights or delegate any obligations hereunder, in whole or in part, without our prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. We may assign these Terms of Use or any rights hereunder without your consent and without notice.