

Terms and Conditions:

Total Control Software Corporation Website Terms and Conditions

Effective Date: September 14, 2026

Last Updated: September 14, 2026

These Website Terms and Conditions (“Terms”) govern your access to and use of the Total Control Software Corporation website located at www.tcssoft.com, including its pages, forms, downloads, and other website features (collectively, the “Website”).

In these Terms, “TCS,” “we,” “us,” and “our” refer to Total Control Software Corporation.

By accessing or using the Website, you agree to these Terms. If you do not agree, please do not use the Website.

1. Purpose of the Website

The Website provides information about TCS dealership-management software, modules, integrations, training, technical support, maintenance, and related services.

Website content is provided for general informational purposes. It does not constitute a binding offer, warranty, software license, support commitment, price guarantee, or professional legal, accounting, tax, financing, or regulatory advice.

Product features, compatibility, pricing, availability, and service offerings may change. Contact TCS for current information and a written quote applicable to your dealership.

2. Business Use

TCS provides business software and related services to dealerships and other commercial customers. The Website is intended primarily for business owners, employees, contractors, and authorized representatives evaluating or using TCS products and services.

If you use the Website on behalf of a dealership, company, or other organization, you represent that you are authorized to act on its behalf.

3. Separate Customer Agreements

Purchases and use of TCS software, support, maintenance, training, integrations, backups, data conversions, and other services may be governed by separate written agreements, order forms, invoices, license terms, or support terms.

If these Website Terms conflict with a signed agreement between TCS and a customer, the signed agreement will control with respect to the products or services covered by that agreement.

Nothing on the Website modifies an existing software license, purchase agreement, support agreement, or other written contract with TCS.

4. Permitted Use

Subject to these Terms, TCS grants you a limited, nonexclusive, nontransferable, and revocable right to access and use the Website for lawful business purposes, including:

- Learning about TCS products and services
- Requesting product information, pricing, or a demonstration
- Contacting TCS for sales or support
- Accessing authorized documentation or downloads
- Managing an existing business relationship with TCS

This permission does not transfer ownership of any Website content or TCS intellectual property.

5. Prohibited Conduct

You may not use the Website to:

- Violate any applicable law or regulation
- Submit false, misleading, fraudulent, or unauthorized information
- Impersonate another person, dealership, company, or organization
- Attempt to gain unauthorized access to the Website, TCS systems, customer systems, accounts, or data
- Introduce malware, viruses, ransomware, harmful code, or other destructive material
- Interfere with the operation, availability, performance, or security of the Website
- Circumvent access controls or security measures
- Harvest email addresses, contact information, or other data

- Use bots, scrapers, or automated tools to access or copy Website content without written permission
- Copy, reproduce, modify, distribute, publish, sell, license, or commercially exploit Website content without authorization
- Reverse engineer or attempt to discover source code, proprietary methods, or security features
- Use TCS names, trademarks, logos, or materials in a manner that suggests an unauthorized endorsement or business relationship
- Submit another person's confidential, financial, or personal information without authorization
- Use contact forms or email addresses for spam, bulk solicitations, harassment, or unlawful communications

TCS may restrict or block Website access when we reasonably believe these Terms have been violated or when necessary to protect TCS, its customers, or others.

6. Software Demonstrations and Downloads

Any demonstration, trial, update, utility, documentation, or other material made available through the Website is provided solely for its stated purpose.

Downloading software or documentation does not grant ownership of the material. Software and documentation remain subject to applicable TCS license terms, customer agreements, copyright protections, and usage restrictions.

You may not install, copy, distribute, transfer, modify, or use TCS software except as authorized by TCS and the applicable license agreement.

Demonstration software may contain limitations and may not be suitable for live dealership operations.

7. Product Information and Pricing

TCS makes reasonable efforts to provide accurate information. However, Website descriptions may be summarized, incomplete, or outdated.

Prices displayed or discussed on the Website may not include installation, training, travel, data conversion, integrations, forms programming, taxes, support, maintenance, hardware, or third-party charges.

A dealership's final pricing, included services, payment terms, and implementation responsibilities will be stated in its written quote, invoice, or agreement.

TCS may correct typographical errors, inaccuracies, or omissions and may change Website content without prior notice.

8. Customer Responsibilities

Customers are responsible for evaluating whether TCS software and services are appropriate for their business and legal requirements.

Unless a written agreement states otherwise, customers are responsible for:

- Maintaining their servers, workstations, networks, internet connections, operating systems, and compatible hardware
- Maintaining appropriate antivirus, firewall, access-control, and security settings
- Protecting usernames, passwords, administrative credentials, and employee permissions
- Promptly removing access for former or unauthorized personnel
- Creating, testing, maintaining, and protecting adequate data backups
- Ensuring the accuracy and completeness of information entered into TCS software
- Reviewing reports, calculations, forms, tax settings, accounting entries, and exported information
- Obtaining necessary customer permissions and legally required consents
- Complying with applicable privacy, employment, tax, accounting, financing, insurance, advertising, email, record-retention, and consumer-protection laws
- Evaluating and accepting the terms of customer-selected third-party services and integrations

Information on the Website does not replace appropriate professional advice or a customer's responsibility to verify its own legal, financial, tax, or regulatory obligations.

9. Intellectual Property

The Website and its content, including text, graphics, logos, designs, screenshots, software descriptions, documentation, forms, reports, videos, downloads, and other materials, are owned by or licensed to TCS and are protected by applicable intellectual-property laws.

“Total Control Software,” “TCS,” associated logos, product names, and service names are trademarks or trade names of TCS unless otherwise stated.

Manufacturer names, supplier information, pricebooks, product descriptions, and third-party trademarks remain the property of their respective owners. Their appearance on the Website does not transfer ownership or necessarily indicate endorsement.

No TCS intellectual-property right is granted except for the limited Website access expressly described in these Terms.

10. Information You Submit

You retain ownership of information and materials you submit to TCS.

By submitting information through the Website, you authorize TCS to receive, review, store, and use it as reasonably necessary to:

- Respond to your inquiry
- Prepare a quote or demonstration
- Provide requested sales or support services
- Maintain business and customer records
- Protect TCS systems and investigate misuse
- Comply with applicable law

You represent that you have the authority to submit the information and that doing so does not violate another person’s rights or legal obligations.

Do not submit Social Security numbers, driver’s license numbers, banking information, payment-card numbers, dealership customer records, or other sensitive information through the Website’s general contact forms.

11. Privacy

TCS’s collection and use of information obtained through the Website are described in the TCS Privacy Policy.

By using the Website, you acknowledge that you have had an opportunity to review the Privacy Policy.

12. Third Party Websites and Services

The Website may reference or link to third-party websites, products, payment processors, manufacturers, suppliers, integrations, or services.

TCS does not control and is not responsible for third-party content, security, availability, accuracy, terms, privacy practices, products, or services. A link or reference does not necessarily constitute an endorsement or guarantee.

Your use of a third-party product or service is governed by your agreement with that provider. TCS is not responsible for failures, outages, changes, data loss, fees, or other consequences caused by third-party products or services.

13. Website Availability and Security

TCS may modify, suspend, restrict, or discontinue any part of the Website at any time.

We do not guarantee that the Website will always be available, uninterrupted, error-free, secure, or compatible with every browser, device, or system.

You are responsible for using appropriate security precautions when accessing websites or downloading electronic materials.

14. Disclaimers

TO THE FULLEST EXTENT PERMITTED BY LAW, THE WEBSITE AND ITS CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS.

TCS DISCLAIMS ALL WARRANTIES RELATING TO THE WEBSITE, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, AND AVAILABILITY.

TCS DOES NOT WARRANT THAT THE WEBSITE OR ITS CONTENT WILL BE COMPLETE, CURRENT, SECURE, ERROR-FREE, OR FREE FROM HARMFUL COMPONENTS.

These Website disclaimers do not modify any express warranty contained in a separate written agreement signed by TCS.

15. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, TCS AND ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, AND LICENSORS WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE WEBSITE.

THIS INCLUDES LOSS OF PROFITS, REVENUE, BUSINESS OPPORTUNITIES, DATA, GOODWILL, OR BUSINESS INTERRUPTION, EVEN IF TCS HAS BEEN ADVISED THAT SUCH DAMAGES MAY OCCUR.

TO THE FULLEST EXTENT PERMITTED BY LAW, TCS'S TOTAL LIABILITY ARISING FROM OR RELATED TO A USER'S ACCESS TO OR USE OF THE WEBSITE WILL NOT EXCEED ONE HUNDRED DOLLARS.

This limitation applies only to the Website. Liability relating to purchased software or services will be governed by the applicable customer agreement.

Some jurisdictions do not permit certain warranty exclusions or liability limitations. In those jurisdictions, these provisions apply only to the extent permitted by law.

16. Indemnification

To the fullest extent permitted by law, you agree to defend, indemnify, and hold harmless TCS and its owners, officers, employees, agents, and contractors from claims, losses, liabilities, damages, judgments, costs, and reasonable attorneys' fees arising from:

- Your unlawful or unauthorized use of the Website
- Your violation of these Terms
- Information or materials you submit without authorization
- Your infringement of another person's intellectual-property, privacy, confidentiality, or other rights
- Your intentional misuse of the Website or TCS systems

17. Suspension and Termination

TCS may suspend, restrict, or terminate your access to the Website if:

- You violate these Terms
- Your use creates a security, legal, or operational risk
- Your activity may harm TCS, a customer, or another person
- We are required to do so by law
- The Website or applicable feature is discontinued

Provisions concerning intellectual property, disclaimers, limitation of liability, indemnification, governing law, and other provisions that logically should continue will survive termination.

18. Electronic Communications

When you contact TCS electronically or provide an email address, you consent to receive electronic communications relating to your inquiry, request, purchase, account, support, or business relationship.

You are responsible for maintaining accurate contact information and reviewing communications sent to the address you provide.

Optional marketing communications may be declined by contacting TCS. Transactional, licensing, billing, support, security, and service-related communications may still be sent when reasonably necessary.

19. Changes to These Terms

TCS may update these Terms when the Website, services, business practices, or legal requirements change.

Updated Terms will be posted on this page with a revised effective date. Changes apply prospectively from the stated effective date.

Your continued use of the Website after revised Terms become effective constitutes acceptance of the revised Terms.

20. Governing Law and Venue

These Terms are governed by the laws of the State of Arkansas, without regard to conflict-of-law principles.

Unless a separate written agreement provides otherwise, legal proceedings arising solely from use of the Website must be brought in an appropriate state or federal court located in Pulaski County, Arkansas. You consent to the jurisdiction and venue of those courts.

21. Severability

If any provision of these Terms is determined to be invalid or unenforceable, that provision will be enforced to the greatest extent permitted by law, and the remaining provisions will remain in effect.

22. No Waiver

TCS's failure to enforce any provision of these Terms does not waive its right to enforce that provision or any other provision later.

23. Assignment

You may not transfer or assign your rights or obligations under these Terms without TCS's prior written consent.

TCS may transfer or assign these Terms as part of a merger, acquisition, reorganization, sale of assets, or other business transaction.

24. Entire Agreement for Website Use

These Terms and the TCS Privacy Policy constitute the agreement between you and TCS concerning use of the Website.

They do not replace or modify any separate software license, purchase agreement, support agreement, invoice, order form, or other written agreement between TCS and a customer.

25. Contact Information

Questions about these Terms may be directed to:

Total Control Software Corporation

12010 Watson Road

North Little Rock, Arkansas 72120-1594

Email: support@tcsoft.com

Telephone: 501-833-3281

Website: www.tcsoft.com