

# Terms of Use

For purposes of these Terms of Use (these “Terms of Use” or this “Agreement”), “our”, “us” and “we” shall refer to Interpool, Inc., d/b/a TRAC Intermodal® and/or any of its wholly-owned subsidiaries.

PLEASE READ THESE TERMS OF USE CAREFULLY.

These Terms of Use govern your access to, and use of, our various websites, including [www.tracintermodal.com](http://www.tracintermodal.com), [www.interstar.com](http://www.interstar.com) and [www.tracconnect.com](http://www.tracconnect.com) (collectively, the “Websites”), SMS, application program interfaces (APIs), email notifications, applications, buttons, widgets, ads, commerce services and any other of our on-line services (collectively, the “Services”), and any information, text, links, graphics, photos, videos, or other materials or arrangements of materials uploaded, downloaded or appearing on the Services. By using any of the Services, you agree to be bound by these Terms of Use and to comply with all applicable laws and regulations. The Services are offered to you conditioned on your acceptance, without modification, of the terms, conditions, and notices contained in these Terms of Use. Your agreement with all such terms, conditions and notices is deemed to occur upon your first use of the Services.

## **Modification of Terms of Use:**

We reserve the right to change these Terms of Use or any of the terms, conditions, and notices under which any of the Services is offered, including but not limited to the charges (if any) associated with the use of any of the Websites. By continuing to use the Services, you agree to be bound by any such changes. We encourage you to periodically check this page for any such changes.

## **Links to Third Party Sites:**

Certain Services may contain links to other websites, applications, portals or platforms (collectively, “Third Party Sites”). We provide these links (if any) to you only as a convenience, and the inclusion of any link does not imply our endorsement of any such Third Party Site, its operators or the services and/or products available on such Third Party Site. We are not responsible for the content of Third Party Sites, including without limitation any links that may be contained therein or any changes or updates thereto.

## **No Unlawful or Prohibited Use:**

As a condition of your use of the Services, you warrant to us that you will not use the Services for any purpose that is prohibited by these Terms of Use or that is unlawful under any applicable law, rule or regulation. You may not use the Services in any manner which could damage, disable, overburden, or impair the Services (or any portion thereof) or interfere with any other party’s use and enjoyment of the Services (or any portion thereof). Furthermore, you may not obtain or attempt to obtain any materials or information from the Services through any means not intentionally made available or provided for through the Services.

## **Use of Communication Tools:**

The Services may contain bulletin board services, chat areas, news groups, forums, communities, personal web pages, calendars, and/or other message or communication facilities designed to enable you to communicate with the public at large or with a group (collectively, “Communication Tools”). You agree to use the Communication Tools only to post, send and receive messages and material that are proper and related to the particular Communication Tool. By way of example, and not as a limitation, you agree that when using a Communication Tool, you will not:

- Defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others.
- Publish, post, upload, distribute or disseminate any inappropriate, profane, defamatory, infringing, obscene, indecent or unlawful topic, name, material or information.
- Upload files that contain software or other material protected by intellectual property laws (or by rights of privacy or publicity) unless you own or control the rights thereto or have received all necessary consents.
- Upload files that contain viruses, corrupted files, or any other similar software or programs that may damage the operation of another's device or network.
- Advertise or offer to sell or buy any goods or services for any business purpose, unless such Communication Tool specifically allows such messages.
- Conduct or forward surveys, contests, pyramid schemes or chain letters.
- Download any file posted by another user of a Communication Tool that you know, or reasonably should know, cannot be legally distributed in such manner.
- Falsify or delete any author attributions, legal or other proper notices or proprietary designations or labels of the origin or source of software or other material contained in a file that is uploaded.
- Restrict or inhibit any other user from using and enjoying the Communication Tools.
- Violate any code of conduct or other guidelines which may be applicable for any particular Communication Tool.
- Harvest or otherwise collect information about others, including e-mail addresses, without their consent.
- Violate any applicable laws, rules or regulations.

We have no obligation to monitor the Communication Tools. However, we do reserve the right to review materials posted to a Communication Tool and to remove any materials in our sole discretion. We also reserve the right to terminate your access to any or all of the Communication Tools at any time without notice for any reason whatsoever. We reserve the right at all times to disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, or to edit, refuse to post or to remove any information or materials, in whole or in part, in our sole discretion. Always use caution when giving out any personally identifying information about yourself or your children in any Communication Tool.

We do not control or endorse the content, messages or information found in any Communication Tool and, therefore, we specifically disclaim any liability with regard to the Communication Tools and any actions resulting from your participation in any Communication Tool.

Managers and hosts are not our authorized spokespersons, and their views do not necessarily reflect those of TRAC Intermodal or its affiliates. Materials uploaded to a Communication Tool may be subject to posted limitations on usage, reproduction and/or dissemination. You are responsible for adhering to such limitations if you download the materials.

### **Material Provided or Posted to the Services:**

We do not claim ownership of the materials you provide to the Services (including feedback and suggestions) or post, upload, input or submit to the Services or its associated services (collectively, "Submissions"). However, by posting, uploading, inputting, providing or submitting your Submission you are granting TRAC Intermodal and its affiliated companies and necessary sublicensees

permission to use your Submission in connection with the operation of their internet businesses including, without limitation, the rights to: copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate and reformat your Submission. No compensation will be paid with respect to the use of your Submission, as provided herein. We are under no obligation to post or use any Submission you may provide and may remove any Submission at any time in its sole discretion.

By posting, uploading, inputting, providing or submitting Submissions you warrant and represent that you own or otherwise control all of the rights to such Submissions as described in this section including, without limitation, all the rights necessary for you to provide, post, upload, input or submit the Submissions.

**LIABILITY DISCLAIMER:**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES INCLUDED IN OR AVAILABLE THROUGH THE SERVICES MAY BE INCOMPLETE AND/OR INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. TRAC INTERMODAL, ITS AFFILIATES AND SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN OR TO THE SERVICES AT ANY TIME. ADVICE RECEIVED VIA THE SERVICES SHOULD NOT BE RELIED UPON FOR PERSONAL, MEDICAL, LEGAL OR FINANCIAL DECISIONS AND YOU SHOULD CONSULT AN APPROPRIATE PROFESSIONAL FOR SPECIFIC ADVICE TAILORED TO YOUR SITUATION. TRAC INTERMODAL, ITS AFFILIATES AND SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, AND ACCURACY OF THE CONTENT, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS CONTAINED ON THE SERVICES FOR ANY PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL SUCH CONTENT, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. TRAC INTERMODAL, ITS AFFILIATES AND SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS CONTENT, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL TRAC INTERMODAL, ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OR PERFORMANCE OF THE SERVICES, WITH THE DELAY OR INABILITY TO USE THE SERVICES OR RELATED SERVICES, THE PROVISION OF OR FAILURE TO PROVIDE SERVICES, OR FOR ANY CONTENT, INFORMATION, SOFTWARE, PRODUCTS, SERVICES AND RELATED GRAPHICS OBTAINED THROUGH THE SERVICES, OR OTHERWISE ARISING OUT OF THE USE OF THE SERVICES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF TRAC INTERMODAL, OR ANY OF ITS AFFILIATES OR SUPPLIERS, HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES, OR WITH ANY OF THESE TERMS OF USE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICES.

**Termination/Access Restriction:**

We reserve the right, in our sole discretion, to terminate your access to the Services and the related services, or any portion thereof, at any time, without notice.

## **General Terms and Conditions:**

Governing Law and Jurisdiction. This Agreement shall be governed by the internal laws of the State of New Jersey. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts located in the State of New Jersey in all disputes arising out of or relating to the use of the Services, and hereby waive the defense of forum nonconveniens with respect to an action brought in any such court. Use of the Services is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms of Use, including without limitation this paragraph.

Relationship of Parties. You agree that no joint venture, partnership, employment, or agency relationship exists between you and TRAC Intermodal (or any of its wholly-owned subsidiaries) as a result of this Agreement or your use of the Services.

Limitation on Use under Applicable Law. Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of our right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Services or information provided to or gathered by the Services with respect to such use.

Entire Agreement; Severability. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect. Unless otherwise specified herein, this Agreement constitutes the entire agreement between you and us with respect to the Services and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and us with respect to the Services.

Printed Versions. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## **Copyright and Trademark:**

You acknowledge that all Services content (including, but not limited to, all text, graphics, images, logos, icons, page layout, look and feel, underlying code and software) is the property of TRAC Intermodal, its affiliates or their licensors and may be protected by U.S. and international copyright law.

## **Product Availability:**

It is possible that not all products and/or services offered through the Services are available in your area. References to any of such products or services contained in the Services shall not be deemed to be a guarantee that the same are, or will be, available in your area.