

TRAC Bill Management Terms of Use ("BMTs")

For purposes hereof, "our", "us" "we" and "TRAC" refers to Interpool, Inc., d/b/a TRAC Intermodal® and/or any of its wholly-owned subsidiaries.

Please read these BMTs carefully before using the TRAC Bill Management portal (the "Site"). Each time you use the Site, your use indicates your full acceptance of, and agreement to abide by, the then current version of these BMTs as well as the then current version of TRAC's general terms of use, which are available at www.tracintermodal.com and are incorporated herein by reference (the "GTUs").

A. Guidelines for Use.

1. When utilizing the Site, please ensure that you use Internet Explorer as your browser.
2. You must designate one person (the "Primary User") to ensure all data is entered correctly and maintained in your profile stored on the Site. Additional contacts may be added by the Primary User to allow Site access and communication with TRAC's finance department.
3. To the extent you elect to pay any TRAC invoice via ACH, you hereby authorize TRAC to initiate credit/debit ACH transactions between the bank account you designate and TRAC's corporate bank account. This authorization remains in effect until cancelled in writing or the underlying contract is terminated, whichever occurs earlier. In electing to make a payment via ACH, you further agree to be bound by all applicable law and the NACHA Operating Rules to the extent related to the processing of any such payment or related ACH transactions.
4. If you have questions regarding the Site, or encounter any problems, please contact TRAC Customer Support at 1-877-987-2226 (option #2) or customerservice@tracintermodal.com.

B. Restrictions.

You agree not to provide false information when accessing or using the Site. You also agree not to use the Site:

- in any way that causes, or may cause, damage to or impairment of its availability or accessibility;
- in any way that is unlawful, fraudulent or harmful, or in connection with any unlawful, fraudulent or harmful purpose or activity;
- to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, computer virus, Trojan horse, worm, keystroke logger, rootkit or other malicious computer software; or
- to transmit or send unsolicited commercial communications.

C. Disclaimers; Limitations.

1. While TRAC attempts to include accurate information in the Site, occasional errors or omissions in content may occur. Accordingly, TRAC makes no representation or warranty regarding the accuracy or completeness of information contained on the Site. Under no circumstances shall TRAC or any of its affiliates be held liable for any decision you may make using the Site, the services it provides or the information it contains.
2. TRAC takes commercially reasonable efforts to avoid technological problems, including commercially reasonable security precautions. Despite these efforts, at any time all or any portion of the Site may not be available and/or may not function properly. Likewise, TRAC cannot guaranty the Site will be free of viruses or other damaging computer programming routines or engines. Accordingly, under no circumstances shall TRAC or any of its affiliates be held liable for (i) any interception, corruption or loss of data or communications, (ii) any damage or injury caused by the performance or failure of performance of all or any portion of the Site, (iii) any defects, delays or errors in or resulting from your use of the Site, or (iv) any technological problems and any impacts they may have to your computer system.
3. TRAC may change, suspend or discontinue any aspect of the Site at any time, including the availability of any feature, database, or content. TRAC may also impose limits on certain features and services or restrict access to all or portions of the Site without notice or liability. TRAC may likewise amend these BMTs (and the GTUs) without notice or liability. ***Your continued use of the Site following any change constitutes your acceptance thereof.***

4. In no event shall TRAC or any of its affiliates be liable for any direct, indirect, punitive, incidental, special or consequential damages, 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 Site or any of TRAC's or its affiliates' websites.
5. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SITE AND ANY SERVICES PERFORMED OR PROVIDED BY IT ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TRAC, ITS AFFILIATES AND THEIR RESPECTIVE LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SITE AND SUCH SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY TRAC, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE EMPLOYEES OR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY.