

## **Terms and Conditions of Use for (Intermodal Leadership Safety Council, LLC (ISLC) Web Site and Web-Based Software**

These are the Terms and Conditions ("the Terms of Use") for using the website and web-based software of the Intermodal Safety Leadership Council, LLC ("ISLC Website").

National Safety Compliance, Inc. is referred to in the Terms of Use as "ISLC" or "we." Your company or organization is referred to in the Terms of Use as "you" or "your". You should carefully read these Terms of Use before using the ISLC Website. By using the ISLC Website, you agree to be bound by the Terms of Use. This is a legally binding agreement and applies to all individuals granted administrative access to your account by ISLC or subsequently authorized to access your account by you or anyone in your company or organization. If you do not agree with the Terms of Use you must not use the ISLC Website. If you have paid for a Membership or Attendance Fee to the ISLC, you or your company or organization may request a refund from ISLC before you have begun to use the ISLC Website.

1 By becoming a Member of the Intermodal Safety Leadership Council, LLC ("ISLC") you are hereby granted access to the ISLC website and you signify your agreement to all terms, conditions, and notices contained or referenced herein (the "Terms of Use"). Alternatively, if you have been granted access to the ISLC Website as a guest or temporary user, you must follow the instructions and limitations shown in the ISLC Website for guests, and you are then licensed to use the ISLC Website only in accordance with those instructions and limitations and these Terms of Use. We reserve the right, at our discretion, to update or revise these Terms of Use. Please check the Terms periodically for changes. Your continued use of this site following the posting of any changes to the Terms of Use constitutes acceptance of those changes.

2 We agree to provide you access to the ISLC Website only in accordance with the Terms of Use and between you or the organization you represent and ISLC contingent upon your continued membership in the ISLC. Access to the ISLC Website shall be suspended once your membership lapses.

3 You agree to use the ISLC Website only in compliance with all applicable laws and regulations. The ISLC Website may not be used to store, access, distribute or facilitate distribution of any content, including text, communications, software, images, sounds, data, or other information, that:

- a) Is unlawful, threatening, abusive, harassing, defamatory, libelous, deceptive, fraudulent, invasive of another's privacy, tortuous, contains explicit or graphic descriptions or accounts of sexual acts (including but not limited to sexual language of a violent or threatening nature directed at another individual or group of individuals), or uses vulgar language in the creation of a Login User IDs or Passwords.
- b) Victimizes, harasses, degrades, or intimidates an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;
- c) Infringes on any patent, trademark, trade secret, copyright, right of publicity, or other proprietary right of any party;

d) Utilizes the communication features of the ISLC Website for unauthorized or unsolicited advertising, junk or bulk e-mail (also known as "Spamming"), chain letters, any other form of unauthorized solicitation;

(e) Contains software viruses or any other computer code, files, or programs that are designed or intended to disrupt, damage, or limit the functioning of any software, hardware, or telecommunications equipment or to damage or obtain unauthorized access to any data or other information of any third party; or

f) Impersonates any person or entity, including any employee or representative of ISLC.

1 You accept that the ISLC Website is provided on an "as is, as available" basis, accepting that it might have errors or be completely or partly unavailable from time to time.

2 The design and architecture of the ISLC Website belong to ISLC. Your access is only for the purpose of utilizing licensed feature sets of the ISLC Website. You are not permitted to reverse engineer, modify, distribute, or republish any of the feature sets or graphical designs of the ISLC Website. No copyright or trademark rights or any other intellectual property or other rights are transferred to you, and none are licensed to you except the privilege of use as outlined in the Terms of Use and/or the applicable license. You are not authorized to download or copy even a single copy of any graphics, video or other material on the ISLC Website or to clip and paste or otherwise copy any material or item from the ISLC Website. This restriction does not apply to the uploading of and access to content available from the ISLC Website Resource feature or the loading of Users into the system.

3 The ISLC Website may contain links to other sites on the Internet through the Resource feature set. These sites may in turn contain links to additional sites that contain information or material that some people may find inappropriate or offensive. ISLC is not responsible for the accuracy, copyright compliance, legality, decency, or any other aspect of the content of such sites. The inclusion of such a link does not imply endorsement of the site by ISLC or any association with its operators.

4 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS AND REGULATIONS, YOU HEREBY AGREE TO RELEASE ISLC AND ITS EMPLOYEES, AGENTS, SUPPLIERS, AND CONTRACTORS FROM ANY AND ALL LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, LOSS OF USE, LOSS OF DATA, LOSS CAUSED BY A VIRUS, LOSS OF INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, CLAIMS OF THIRD PARTIES, OR OTHER LOSSES OF ANY KIND OR CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE ISLC WEBSITE OR ANY WEB SITE WITH WHICH IT MAY BE LINKED, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING ANY PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING THAT YOU CONSIDER TO BE NECESSARY.

5 ISLC and its subcontractors and agents will treat all information uploaded to the ISLC Website software as confidential. ISLC will not release or grant access to any other individual or organization, any information or content related to your organization except as needed to provide technical support or

programming for a specific the ISLC Website feature. Such information includes User names, passwords, User data, Injury/Illness or Incident data, or Resources.

6 You hereby represent and warrant that you are the person you claim to be and that you duly represent the organization that you claim to represent; any misrepresentation will be dealt with as permitted by law.

7 Where we provide hypertext links to other sites we do so for information purposes only, and such links are not endorsements by us of any products or services in such sites and we accept no liability nor make any endorsement or approval of those sites.

8 If your organization has signed a license agreement with ISLC, the terms of that license may add to or modify the Terms of Use; any such license agreement takes precedence over these general Terms of Use. You should check with your organization for an outline of the requirements and privileges under any such license agreement. The Terms of Use and any such applicable license agreement contain the entire understanding between us with respect of the ISLC Website. No representation, statement, inducement oral or written that is not contained in the Terms of Use or such license shall bind either of us.

9 ISLC reserves the right, in its sole discretion, to terminate your access to all or part of the ISLC Website and Software, with or without notice, due to your violation of the Terms of Use or non-payment of licensing fees.

10 Upon a request by ISLC, you agree to defend, indemnify, and hold harmless ISLC and its subsidiary and other affiliated companies, and their employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees, that arise from your company's or organization's use or misuse of the ISLC Website. ISLC reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with ISLC in asserting any available defenses.

11 If a court of competent jurisdiction should declare any part of the Terms of Use invalid or unenforceable, that part will be considered deleted from the Terms of Use, and the remainder will continue in full force and effect.

12 These Terms of Use shall be governed by and construed in accordance with the laws of the State of California, excluding its conflicts of law rules. You expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms of Use or your use of this site shall be filed only in the state or federal courts located in the State of California, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

13 The ISLC Website, any information provided from it and the Terms of Use are created and offered in California, U.S.A. and under the laws of the State of California and applicable U.S. Federal Laws. The contents of the ISLC Website are protected under the laws of the State of California, applicable U.S. Federal laws, international law and various international conventions.