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, www.fyxfleet.com, www.tractireservices.com, www.tracsvcs.com, and 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.

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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.

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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:
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• 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.

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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.

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