

Terms and Conditions of Use of the i-3PL Service

This Agreement states the terms and conditions by which AmeriCold Logistics, L.L.C. ("AmeriCold") makes available the i-3PL service (the "Service") to users of the Service ("Users"). By using this Service, each User agrees to these terms and conditions.

The Web is an evolving medium and the Service may be modified. AmeriCold may change the terms of this Agreement from time to time. By continuing to use the Service after AmeriCold posts notice of any such changes, each User also agrees to accept the new terms.

Submissions of Data. By submitting data to AmeriCold for incorporation into the Service, submitting Users warrant that they have the right to provide such data to AmeriCold without infringing any rights of any other person and agree to defend and hold AmeriCold harmless from any claims arising out of AmeriCold's or any other User's use of such data in connection with the Service. Users grant AmeriCold the right to use such data in any manner deemed useful by AmeriCold, including to maintain the data in one or more databases, to process and manipulate the data, to create derivative works based on the data, and to distribute the data in whole or in part, including in the form of derivative works, to authorized recipients.

Use of Data. The Service includes content and functionality that may contain, or be based on, data provided to us by other Users, including both AmeriCold customers and third parties. Users agree that AmeriCold does not and cannot warrant the accuracy, completeness or currentness of such data. Users agree that they will accept the Service and the data contained in and provided by the Service "as is," and that AmeriCold will not be liable in any way to such Users, or any other persons, for any claims arising out of data provided to the Service by others.

Intellectual Property. The Service and the content available on the Service is the property of AmeriCold or its licensors, and may be protected by copyright, trademark and other intellectual property laws. Users may use the Service consistent with the terms of this Agreement, but agree not to claim any ownership interest in the Service or its content by virtue of such use. Users may not use any trademark or service mark appearing on the Service without the prior written consent of the owner of the mark. "AmeriCold" and "i-3PL" are trademarks or service marks of AmeriCold Logistics, L.L.C.

DISCLAIMER OF WARRANTIES AND LIABILITY. Because of the nature of the World Wide Web as a developing medium of communication, AmeriCold cannot guarantee that the Service will be provided without delays, omissions, interruptions, inaccuracies and other problems, many of which may not be within AmeriCold's control. Therefore, this Service is provided by AmeriCold, and may be used by any User, only on the following condition conditions:

EACH USER AGREES THAT IT IS SOLELY RESPONSIBLE FOR ITS USE OF THIS SERVICE. BECAUSE OF THE NUMEROUS POTENTIAL SOURCES OF CONTENT AND FUNCTIONALITY AVAILABLE THROUGH THE SERVICE, AND THE INHERENT HAZARDS AND UNCERTAINTIES OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, INACCURACIES, OR OTHER PROBLEMS WITH THE SERVICE. IF ANY USER RELIES ON THIS SERVICE OR ANY CONTENT OR FUNCTIONALITY AVAILABLE THROUGH THIS SERVICE, IT DOES SO AT ITS OWN RISK.

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