



SYSTAINER SYSTEMS

Terms of Use

Effective Date: 02.05.2022

These Terms of Use (“Terms”) govern your use of the websites and other services operated by Systainer Systems North America, LLC (“Systainer Systems”, “we,” “us” or “our”) where these Terms are posted (collectively, the “Sites”). These Terms represent a binding contract between Systainer Systems and you. By creating an account or otherwise accessing the Sites, you expressly represent that you are legally competent to enter into this agreement and agree to be bound by these Terms. It is your responsibility to review these Terms periodically. If at any time you find these Terms unacceptable, please do not use the Sites. We may revise these Terms at any time without notice to you. If you have any questions about these Terms, please contact us through the methods provided in the “Contact Us” section at the end of the Terms. If you do not agree to be bound by the Terms, you may not use the Sites.

Certain areas, features, or functionality of the Sites may be subject to different or additional terms, rules, guidelines or policies (“Additional Rules”), and we may provide such Additional Rules to you via postings, pop-up notices, links, or any other means at the time that you access or use the relevant area, feature or functionality. From time to time, such Additional Rules may conflict with these Terms. In the event of such a conflict, the Additional Rules will control. Any reference to the “Terms” in this agreement includes the Additional Rules.

IMPORTANT NOTICE: PLEASE NOTE THE ARBITRATION REQUIREMENT AND CLASS ACTION WAIVER SET FORTH BELOW, WHICH, SUBJECT TO SOME LIMITED EXCEPTIONS, REQUIRES YOU TO ARBITRATE ANY CLAIMS YOU MAY HAVE AGAINST US ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. PLEASE REVIEW THE “DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE” SECTION BELOW FOR MORE DETAILS.

Products, Content and Specifications

All features, content, specifications, and prices of products and services described or depicted on the Sites are subject to change at any time without notice. Certain weights, measures and similar descriptions are approximate and are provided for convenience purposes only. We make all reasonable efforts to accurately display the attributes of products, including the applicable colors; however, the actual color you see will depend on your computer system, and we cannot guarantee that your computer will accurately display such colors. The inclusion of any products or services on the Sites at a particular time does not imply or warrant that these products or services will be available at any time. Further, occasionally there may be information on the Sites that contains typographical errors, inaccuracies, or omissions that may relate to product descriptions, promotions, and offers.



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We reserve the right to correct any errors, inaccuracies or omissions and to change or update information or cancel orders if any information on the Sites is inaccurate at any time without prior notice (including after you have submitted your order). It is your responsibility to ascertain and obey all applicable local, state, federal and international laws (including minimum age requirements) in regard to the possession, use and sale of any item purchased from the Sites. By placing an order, you represent that the products ordered will be used only in a lawful manner.

Transactions ON THE SITES

In order to purchase our products, you must provide current, accurate and complete information such as your name, email address, country, and address. You agree to promptly update your account and other information, including your email address, credit card numbers and expiration dates, as applicable, so that we can complete your transactions and contact you as needed. We may relay this information to local distributors who will fulfill the order.

Systainer Systems reserves the right to refuse service, terminate accounts, remove or edit content, or cancel orders in its sole discretion. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. If we make a change to or cancel an order, we will attempt to notify you by contacting the email provided at the time the order was made.

Additionally, purchase of our products for resale purposes is not authorized. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by unauthorized dealers, resellers or distributors, and to cease doing business with such customers, with no further notice. Any offer for any product or service made on these Sites are void where prohibited.

Our acceptance of your order will take place when we email you to accept it, at which point (and not before) a contract will come into existence between you and us with respect to the purchase of the ordered product. If we are unable to accept your order for any reason, we will inform you of this and will not charge you for the product (or reimburse you, if applicable).

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to proceed with the modified order. If the change is not possible, the order will proceed under the original terms.



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We reserve the right to make changes to products purchased from the Sites, including after you have placed an order for any reason, including to reflect changes in relevant laws and regulatory requirements, to implement minor technical adjustments and improvements. Changes that, in our sole discretion, are minor, meaning they do not materially impact your use of the product will not entitle you to a refund or return or otherwise alter the terms of purchase. If more significant changes are required to a product after you have placed an order, we will notify you and give you the opportunity to cancel your order.

CHILDREN

The Sites are not intended for children. If you are under the age of majority, you are not allowed to use the Sites or submit any personal information to us.

ACCOUNT CREATION AND PASSWORDS

To access certain portions of the Sites, you must create an account. We reserve the right to restrict access to certain areas of our Sites, or the whole Sites, at our discretion. You agree to provide truthful and accurate information during the account creation process. You also agree to maintain the accuracy of any submitted data. If you provide any information that is untrue, inaccurate, or incomplete, we reserve the right to terminate your account and suspend your use of any and all of the Sites.

You are responsible for preserving the confidentiality of your account password and will notify us of any known or suspected unauthorized use of your account. You agree that you are responsible for all acts or omissions that occur on your account while your password is being used.

NOTIFICATION REGARDING COMMUNICATIONS

By registering with the Sites and/or making a purchase from the Sites, you understand that we may send you communications or data from the Sites, including but not limited to (i) notices about products or merchandise requested by you, including any notices regarding the terms of any purchases; (ii) updates on matters related to the Sites; and (iii) information or materials regarding transactions, products, and/or services purchased or selected by you or in which you are involved via use of the Sites. By using or registering on the Sites, you agree to receive such email messages from us.

Note, however, that some email messages may be more “commercial” in nature than others, as they may advertise a feature of our Sites or our merchandise or a product or service in which we believe you may be interested, or may otherwise discuss a marketing campaign or promotion offered by Systainer Systems or one of our partners or another third party. We will give you the opportunity to opt-out of receiving these commercial emails from us by following the opt-out instructions provided in such message(s).



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COPYRIGHT AND TRADEMARK OWNERSHIP

The Sites and their content, features and functionality, including, without limitation, information, text, graphics, logos, button icons, images, audio clips, video clips, data compilations and the design, selection and arrangement thereof (collectively, the “Systainer Systems Content”), are the exclusive property of Systainer Systems, our licensors, or other content suppliers, and are protected by United States and international copyright, trademark, patent and other intellectual property or proprietary rights laws, and may not be used or exploited in any way without our prior written consent.

We are providing you with access to the Sites pursuant to a limited, non-exclusive, non-sub-licensable, non-transferable, revocable license. You can use the Sites for personal, non-commercial use, and subject to these Terms. This license is available to you as long as you are not barred from the Sites by applicable law and your access is not terminated by us. If these Terms are not enforceable where you are located, you may not use the Sites. Systainer Systems reserves all right, title, and interest not expressly granted under this license to the fullest extent possible under applicable laws.

Under this license, you may download information from the Sites and print out a hard copy for your personal, non-commercial use provided that you keep intact and do not remove or alter any copyright or other notice (e.g., trademark, patent, etc.) contained thereon. Except as otherwise expressly stated herein, you may not modify, copy, distribute, display, reproduce, sell, license, or create derivative works from, or otherwise use or exploit, any Systainer Systems Content, in whole or in part, including any text, images, audio, and video in any manner, without the prior written authorization of Systainer Systems or any applicable third party suppliers. Any unauthorized use of the Systainer Systems Content may violate copyright laws, trademark laws, the laws of privacy and publicity, and applicable regulations and statutes. Any unauthorized use of the Sites or any Systainer Systems Content automatically terminates the limited licenses set forth in these Terms without prejudice to any other remedy provided by applicable law or these Terms. You agree to comply with reasonable written requests from us to help us protect our proprietary and intellectual property rights.

YOUR INTELLECTUAL PROPERTY RIGHTS AND LICENSE GRANT

Some features on our Sites, either now or in the future, may allow you to post or submit communications and content on or through the Sites (“Your Content”). You retain ownership of the intellectual property rights in Your Content, but you automatically grant, or warrant that the owner of such content has expressly granted Systainer Systems a royalty-free, perpetual, irrevocable, worldwide, unlimited, nonexclusive license to use, reproduce, create derivative works from, modify, publish, edit, translate, distribute, perform, and display Your Content in any media or medium, or any form, format, or forum now known or hereafter developed. We may sublicense these rights through multiple tiers of sublicenses. You are responsible for Your Content, and acknowledge that once published, we cannot always remove it.



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NON-CONFIDENTIALITY

Communications and content submitted on or through the Sites shall not be deemed confidential and Systainer Systems shall not have any obligation to keep any such material confidential. Systainer Systems shall be free to use any ideas, concepts, know-how or techniques contained in such information for any purpose whatsoever including, but not limited to, developing, manufacturing, and marketing products incorporating such information.

USER CONDUCT

By using the Sites, you agree not to use the Sites in any manner that:

- Is designed to interrupt, destroy or limit the functionality of, any computer software or hardware or telecommunications equipment (including by means of software viruses or any other computer code, files or programs);
- Interferes with or disrupts the Sites, services connected to the Sites, or otherwise interferes with operations or services of the Sites in any way;
- Infringes any copyright, trademark, trade secret, patent or other right of any party, or defames or invades the publicity rights or the privacy of any person, living or deceased (or impersonates any such person);
- Consists of any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- Causes Systainer Systems to lose (in whole or in part) the services of our Internet service providers or other suppliers;
- Links to materials or other content, directly or indirectly, to which you do not have a right to link;
- Is false, misleading, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, as determined by Systainer Systems in our sole discretion;
- Copies, modifies, creates a derivative work of, reverse engineers, decompiles or otherwise attempts to extract the source code of the software underlying the Sites or any portion thereof;
- Violates, or encourages anyone to violate these Terms (including any Additional Rules) or the Privacy Policy; or
- Violates, or encourages another party to violate, any applicable local, state, national, or international law, regulation, or order.

Systainer Systems may, but has no obligation to, monitor or review the Sites, including the content posted or submitted by other users of the Sites. We reserve the right to remove or disable access to any such content for any or no reason. More generally, we reserve the right to terminate or suspend your use of the Sites for any or no reason, including if we suspect that you have breached these Terms or otherwise determine that you have used the Sites in an inappropriate manner, all as determined in our sole discretion. We may take these actions without prior notification.



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LINKS TO EXTERNAL SITES

The Sites may contain links to other websites. We are not responsible for the availability of these external websites nor do we necessarily endorse the activities or services provided by these websites. Under no circumstances shall we be held responsible or liable, directly or indirectly, for any loss or damage caused or alleged to have been caused to a user in connection with the use of or reliance on any content, goods or services available on such external websites.

NO FRAMING

Without the prior written permission of Systainer Systems, you may not frame, or make it appear that a third-party site is presenting or endorsing, any of the content of the Sites, or incorporate any intellectual property of the Sites, Systainer Systems or any of its licensors into another website or other service.

PRIVACY

We respect your privacy and have taken specific steps to protect it. Your submission of personal information through the Sites is governed by our Privacy Policy.

DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED UNDER LAW AND SAVE FOR THE RIGHTS GRANTED TO CONSUMERS UNDER APPLICABLE LAWS, THE SITES AND ALL MATERIALS PROVIDED ON OR THROUGH YOUR USE OF THE SITES AND THE CONTENT ON THE SITES ARE PROVIDED „AS IS“ AND ON AN AS AVAILABLE BASIS. Systainer Systems MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER TO YOU OR ANY OTHER PERSON RELATING IN ANY WAY TO THE SITES, PRODUCTS, SERVICES OR THE CONTENT OR COMMUNICATIONS ON THE SITES, OR ANY WEBSITE OR OTHER CONTENT OR SERVICE THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SITES, TO THE EXTENT PERMITTED BY LAW, INCLUDING NO WARRANTY THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITES OR IN RELIANCE ON THE MATERIALS WILL MEET YOUR EXPECTATIONS. Systainer Systems DISCLAIMS IMPLIED WARRANTIES THAT THE SITES AND ALL CONTENT AND SERVICES, INFORMATION DISTRIBUTED THROUGH THE SITES ARE MERCHANTABLE, OF SATISFACTORY QUALITY, ACCURATE, TIMELY, FIT FOR A PARTICULAR PURPOSE OR NEED, OR NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY Systainer Systems OR A REPRESENTATIVE SHALL CREATE A WARRANTY.

WE DO NOT GUARANTEE THAT THE SITES WILL MEET YOUR REQUIREMENTS, OR THAT THEY ARE ERROR-FREE, RELIABLE, WITHOUT INTERRUPTION OR AVAILABLE AT ALL TIMES. WE DO NOT GUARANTEE THAT THE SERVICES THAT MAY BE OBTAINED FROM THE USE OF THE SITES, INCLUDING ANY PRODUCT, SUPPORT SERVICES, WILL BE EFFECTIVE, RELIABLE, AND ACCURATE OR MEET YOUR REQUIREMENTS. WE DO NOT GUARANTEE THAT YOU WILL BE ABLE TO ACCESS OR USE THE SITES (EITHER DIRECTLY OR THROUGH THIRD-PARTY NETWORKS) AT ALL TIMES OR LOCATIONS OF YOUR CHOOSING.



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FURTHER, Systainer Systems DOES NOT ENDORSE AND MAKES NO WARRANTY REGARDING THE ACCURACY OR RELIABILITY OF ANY OPINION, INFORMATION, ADVICE OR STATEMENT ON THE SITES. IF THERE IS LIABILITY FOUND ON THE PART OF SYSTAINER SYSTEMS, IT WILL BE LIMITED TO THE AMOUNT PAID FOR THE PRODUCTS AND/OR SERVICES, AND UNDER NO CIRCUMSTANCES WILL Systainer Systems BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY YOUR RELIANCE ON INFORMATION OBTAINED THROUGH THE CONTENT ON THE SITES. IT IS YOUR RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS OR USEFULNESS OF ANY INFORMATION, OPINION, ADVICE OR OTHER CONTENT AVAILABLE THROUGH THE SITES.

PLEASE SEEK THE ADVICE OF PROFESSIONALS, AS APPROPRIATE, REGARDING THE EVALUATION OF ANY SPECIFIC INFORMATION, OPINION, ADVICE OR OTHER CONTENT ON THE SITES.

SOME JURISDICTIONS DO NOT PERMIT THE EXCLUSION OF CERTAIN WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED UNDER LAW, Systainer Systems WILL HAVE NO OBLIGATION OR LIABILITY (WHETHER ARISING IN CONTRACT, WARRANTY, TORT, INCLUDING NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE) FOR ANY DAMAGES OR LIABILITIES, INCLUDING DIRECT, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL (INCLUDING ANY LOSS OF DATA, REVENUE OR PROFIT OR DAMAGES ARISING FROM PERSONAL INJURY/WRONGFUL DEATH) ARISING WITH RESPECT TO YOUR USE OF THE SITES OR PRODUCTS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO DAMAGES ARISING FROM (i) USE OF OR INABILITY TO USE THE SITES, (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES, (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS BY THIRD PARTIES, (iv) THIRD PARTY CONTENT MADE AVAILABLE TO YOU THROUGH THE SITES, OR (v) ANY OTHER MATTER RELATING TO THE SITES.

In addition, when using the Sites, information will be transmitted over a medium which is beyond the control and jurisdiction of Systainer Systems, its partners, advertisers, and sponsors or any other third party mentioned on the Sites. Accordingly, Systainer Systems assumes no liability for or relating to the delay, failure, interruption, or corruption of any data or other information transmitted in connection with use of the Sites.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.



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INDEMNIFICATION

You agree to defend (at Systainer Systems' option), indemnify, and hold Systainer Systems harmless from and against any and all liabilities, claims, damages, costs, and expenses, including attorneys' fees and costs, arising from or related to your misuse of the Sites, products, or any breach by you of these Terms. We reserve the right, at our expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in any case, you agree to cooperate with us if and as requested by us in the defense and settlement of such matter.

DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE

By using the Sites, you and Systainer Systems agree that, if there is any controversy, claim, action, or dispute arising out of or related to your use of the Sites or the breach, enforcement, interpretation, or validity of these Terms or any part of them ("Dispute"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party thirty (30) days in which to respond to or settle the Dispute. Notice shall be sent to:

Notice to Systainer Systems: You must send notice (1) by electronic mail to info@systainersystems.com and (2) by first-class or certified mail to Systainer Systems at 400 North Enterprise Boulevard, Lebanon, IN 46052;

Notice to You: We will send notice by (1) first class or certified mail to the physical address we have on file for you (if any) and (2) by electronic mail to the email address we have on file for you (if any). If we do not have a physical or email address on file for you, or if we are, for any reason, unable to provide notice via the contact information on file, we reserve the right to provide notice by such means as we deem reasonable.

Both you and Systainer Systems agree that this dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT SUCH DISPUTE WILL BE DECIDED BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT TO HAVE A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE CAPACITY. Other rights that you and we would otherwise have in court will not be available or will be more limited in arbitration, including discovery and appeal rights.

All such Disputes shall be exclusively submitted to Judicial Arbitration and Mediation Services (JAMS) (www.jamsadr.com) for binding arbitration under its rules then in effect (as modified by this agreement to arbitrate), before one arbitrator to be mutually agreed upon by both parties. The arbitration shall be conducted in accordance with the JAMS Consumer Arbitration Minimum Standards (<https://www.jamsadr.com/consumer-minimum-standards/>) if it is determined by JAMS or the arbitrator that these standards are applicable to the Dispute.



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The location of any hearings will be determined by the applicable JAMS rules, provided that if the claim is for \$10,000 or less, you may choose to have the arbitration conducted (1) solely on the basis of the documents submitted to the arbitrator or (2) through a non-appearance based hearing by teleconference or videoconference.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any Dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms are void or voidable. For the avoidance of doubt, you and Systainer Systems agree that the arbitrator shall have the exclusive power to rule on his or her own jurisdiction, including any objections with respect to the existence, scope, or validity of this agreement to arbitrate or the arbitrability of any claim or counterclaim. The arbitrator may award (on an individual basis) any relief that would be available in a court. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof.

Notwithstanding the foregoing, in lieu of arbitration either you or Systainer Systems may (1) bring an individual claim in small claims court in the United States consistent with any applicable jurisdictional and monetary limits that may apply and (2) file an individual claim in court to enjoin the infringement or other misuse of its intellectual property rights, provided that any such claim is brought and maintained on an individual basis.

CHOICE OF LAW AND FORUM

These Terms have been made in and shall be construed in accordance with the laws of the United States (including federal arbitration law) and the state of Indiana without giving effect to any conflict of laws principles. Except for disputes or claims properly lodged in a small claims court in the United States, any disputes or claims not subject to the arbitration provision discussed above shall be resolved by a court located in Indiana and you agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action. You further agree that any such claims will be brought and maintained solely on an individual basis and not as part of any class, consolidated, collective or representative capacity, and that you waive your right to a jury trial with respect to any such action.

You and Systainer Systems acknowledge that these Terms evidence a transaction involving interstate commerce. Any arbitration conducted pursuant to these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16).

CLAIMS OF COPYRIGHT INFRINGEMENT

We comply with the Digital Millennium Copyright Act ("DMCA"). If you have a concern regarding the use of copyrighted material on our Sites, please contact our agent designated for responding to reports of copyright infringement ("Designated Agent"). In the subject line of your message, please include "Re: Claim of Copyright Infringement." The contact information for our Designated Agent is as follows: +1 (765) 535 7540; Email Address (info@systainersystems.com) .



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To be effective, the notification must be a written communication that includes the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
3. Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
4. Information reasonably sufficient to permit us to contact the complaining party, such as an address, telephone number and, if available, an email address at which the complaining party may be contacted;
5. A statement that the complaining party has a good-faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and;
6. A statement that the information in the notification is accurate and, under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

When we receive a report of copyright infringement, we may give notice to the relevant user by means of a general notice on the Sites, email to the user's address in our records, or written communication sent by first-class mail to the user's physical address in our records. If you receive such a notice, you may provide counter-notification in writing to the Designated Agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;
2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you, under penalty of perjury, that you have a good-faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
4. Your name, physical address, telephone number, and a statement that you consent to the jurisdiction of a federal district court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

In an effort to protect the rights of copyright owners, we maintain a policy for the termination, in appropriate circumstances, and where technically feasible, of account holders who are repeat infringers.



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MODIFICATION AND TERMINATION

We reserve the right to modify these Terms at any time. When we do so, we will update the “Effective Date” above. By continuing to use the Sites, or any portion thereof, after we post any such changes, you accept these Terms, as modified.

We shall have the right to immediately terminate these Terms with respect to any user for any or no reason, including if we suspect that you have breached these Terms or otherwise determine that you have used the Sites in an inappropriate manner, all as determined in our sole discretion. Upon termination, all provisions of these Terms which are by their nature intended to survive termination shall survive termination. For avoidance of doubt, provisions that shall survive termination include, without limitation, limitations of liability, indemnification requirements, disclaimers of representations or warranties, and all provisions regarding dispute resolution (including “DISPUTE RESOLUTION AND AGREEMENT TO ARBITRATE” and “CHOICE OF LAW AND FORUM”), and any license granted by you to Systainer Systems.

We reserve the right to change, restrict access to, suspend or discontinue the Sites, or any portion of the Sites, at any time and at our sole discretion. We shall have no liability to you or any other party arising out of any changes to the Sites or the discontinuance of any features or functionalities of the Sites.

A.

No waiver. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to a subsequent or similar breach or breaches. If Systainer Systems does not exercise or enforce any legal right or remedy which is contained in these Terms (or which Systainer Systems has the benefit of under any applicable law or regulation), such action or inaction shall not be taken to be a formal waiver of Systainer Systems’ rights, and all such rights or remedies shall still be available to Systainer Systems.

B.

Severability. If any provision of these Terms is held to be invalid by a court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect.

C.

Entire Agreement. These Terms and any Additional Rules set forth the entire understanding and agreement between us with respect to your use of the Sites.

D.

Assignment. You may not assign, transfer, or sublicense any or all of your rights or obligations under these Terms without our express prior written consent. We may assign, transfer, or sublicense any or all of our rights or obligations under these Terms without restriction.



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E.

No Relationship. These Terms do not, and shall not be construed to, create any partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between you and Systainer Systems.

F.

Notice to California Residents. You may reach Systainer Systems at the contact information provided below in the "CONTACT US" section. California residents may also reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

CONTACT US

If you have any questions, comments or concerns about these Terms, or have any problems or questions about your order, please contact us at:

Systainer Systems

400 North Enterprise Boulevard

Lebanon, IN 46052 |