

## **TERMS OF USE**

*Effective Date: March 1, 2019*

By accessing and using this website (the "Site") including our i-3PL platform, you acknowledge that you have read, understood, and agree to comply with these Terms of Use. All references to "you" or "your" mean the person who accesses or uses the Site in any manner, and each of your heirs, assigns, and successors. All references to "we," "us" or "our" means Americold® Logistics LLC, its parent or affiliates.

### **1. GENERAL RULES**

- a. The Site is intended for persons 18 or older. By accessing or using the Site, you represent and warrant that you are 18 or older.
- b. Our privacy practices are set forth in our Privacy Notice, which is part of these Terms of Use.
- c. We may amend these Terms of Use at any time. Your continued use of this Site is governed by the Terms of Use posted at the time of your use. You should visit this page prior to using the Site to determine the current Terms of Use to which you are bound.

### **2. PERMISSION TO USE THE SITE**

We permit you to electronically copy and print one hard copy of portions of the Site for your personal and professional use, provided that your professional use is limited to learning about our company. Any other use of this Site is prohibited, including, but not limited to, modification, distribution, republication, or sale of any of the content of this Site without our prior written permission. We may terminate your access to and use of the Site at any time, in our sole discretion.

### **3. AMERICOLD'S INTELLECTUAL PROPERTY RIGHTS**

- a. All content included on this Site is the property of Americold and its licensees. This content includes all trademarks, service marks, designs, graphics, text, logos, audio, videos, compilations of data, software, and the selection and arrangement of material on the Site. You may not use, copy, reproduce, scrape, reverse engineer, sell, republish, upload, post, transmit, distribute, or modify any of this content in any way without our prior written permission.
- b. Americold owns the Americold and i-3PL® trademarks. You may not use our trademarks on any other web site, including as a link to our Site, unless we have given you specific advance written permission.

### **4. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION**

- a. Unless expressly provided otherwise, Americold provides this Site and all of its content "AS IS" and WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, TO THE FULLEST EXTENT ALLOWABLE BY LAW. THIS INCLUDES THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. We do not warrant uninterrupted or error free use of this Site or its content or that the Site or its server are free of viruses or other harmful components. We make reasonable efforts to place accurate information on this Site. However, we assume no liability for any errors or omissions in the Site content. Some jurisdictions do not allow the exclusion or limitation of certain warranties. If these laws apply to you, some or all of the above disclaimer may not apply to you and you may have additional rights.
- b. Under no circumstances shall Americold be liable for any damages (including direct, incidental, consequential, special, or punitive damages, or attorney's fees) resulting from the use or inability to use this Site, or from any errors or omissions in the Site content, whether or not we have been advised of the possibility of these damages. This includes damages for negligence or gross negligence. Note that

some jurisdictions do not allow the exclusion or limitation of damages. If these laws apply to you, some or all of the above limitation of liability may not apply to you and you may have additional rights.

- c. You agree to indemnify, defend and hold harmless Americold and each of our respective partners, suppliers, licensors, officers, directors, shareholders, members, employees, representatives, contractors and agents, and sub-licensees from any and all claims arising out of your breach of these Terms of Use (including but not limited to claims for intellectual property infringement) and damages (including attorneys' fees and court costs) in any and all jurisdictions arising from or relating to any allegation regarding your use of the Site.

## 5. INTERNATIONAL USERS

The Site is controlled, operated and administered by Americold from its offices within the United States. If you are using the Site from outside the United States, please be aware that certain interactive or enriched media features, products and services may not be available in every jurisdiction. We make no representation that content available through the Site is appropriate or available for use outside the United States and access to it from territories where the contents is illegal is prohibited. You may not use the Site or export the content in violation of U.S. export laws and regulations. If you access the Site from a location outside the United States, you are responsible for compliance with all applicable laws.

## 6. DISPUTES

Please contact us at [communications@americold.com](mailto:communications@americold.com) to address any concerns you may have regarding the Site. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation with the company and good faith negotiations which shall be a condition to either party initiating a lawsuit or arbitration. You agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Atlanta, Georgia. You further agree to accept service of process by mail, and hereby waive any and all jurisdictional and venue defenses otherwise available.

## 7. GENERAL PROVISIONS

- a. **Governing Law.** These Terms and the relationship between you and Americold shall be governed by the laws of the State of Georgia without regard to conflict of law provisions.
- b. **Force Majeure.** The failure of the Site to comply with any provision of these Terms due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Site (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Terms.
- c. **Severability.** If for any reason any provision of these Terms is found unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties as reflected in that provision, and the remainder of these Terms shall continue in full force and effect.
- d. **No Waiver.** Any failure of the Site to enforce or exercise any provision of these Terms or related right shall not constitute a waiver of that right or provision.
- e. **Section Titles.** The section titles used in these Terms are purely for convenience and carry with them no legal or contractual effect.
- f. **Conflicts.** In the case of a conflict between these Terms and our Privacy Notice, these Terms control.
- g. **Entire Agreement.** These Terms constitute the entire agreement between you and Americold regarding the Site and supersede all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of these Terms will be binding unless made in writing and signed by Americold.
- h. **Notice for California Users.** Under California Civil Code Section 1789.3, California web users are entitled to the following specific consumer rights notice: The Service is provided by Americold, located in Atlanta, Georgia. If you have a question or complaint regarding the Site, please contact us at [communications@americold.com](mailto:communications@americold.com). California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in

writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (916) 445-1254 or (800) 952-5210 or Hearing Impaired at TDD (800) 326-2297 or TDD (916) 322-1700.

i. **Feedback.** We welcome your feedback and suggestions about how to improve our Site. Submit feedback at [communications@americold.com](mailto:communications@americold.com). By submitting feedback, you agree to grant us the right to use it for free.

j. **United States Copyright Claims.** If you believe that your work has been copied on the Site in a way that constitutes copyright infringement in the United States, please provide us the following information. Please be advised that to be effective, the Notice must include ALL of the following:

- a physical or electronic signature of the person authorized to act on behalf of the owner of an exclusive copyright that is allegedly infringed;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Site
- your address, telephone number, and email address and all other information reasonably sufficient to permit us to contact you;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Notices of claimed copyright infringement in the United States should be directed to:

By mail:

Americold  
10 Glenlake Parkway South Tower, Suite 600  
Atlanta, Georgia 30328  
ATTN: Legal Department

By telephone: (678) 459-1946

By email: [copyrights@americold.com](mailto:copyrights@americold.com)

k. **Canadian Copyright Claims.** If you believe that your work has been copied on the Site in a way that constitutes copyright infringement in Canada, please provide us the following information. Please be advised that to be effective, the notice must include ALL of the following:

- your name and address and any other particulars that enable communication with you;
- identification of the work or other subject-matter to which the claimed infringement relates;
- a statement of your interest or right with respect to the copyright in the work or other subject-matter;
- the location data for the electronic location to which the claimed infringement relates;
- specification of the infringement that is claimed; and
- specification of the date and time of the commission of the claimed infringement.

The notice may not contain any of the following:

- an offer to settle the claimed infringement, including by way of hyperlink, to such an offer; or
- a request or demand, made in relation to the claimed infringement, including by way of hyperlink, for payment or for personal information.

Notices of claimed copyright infringement in Canada may be sent to the address set out in Section 7.j. above.