

Platform Terms of Use

PLEASE NOTE: THESE TERMS OF USE CONTAIN AN ARBITRATION AGREEMENT.

Last modified: January 26, 2025

Thank you for using Intermodal Pool!

These Terms of Use (“**Terms**”) are a binding and legal agreement between you and Intermodal Pool that govern your right to use the websites, applications, forms, and other offerings from Intermodal Pool (collectively, the “**Platform**”). When used in these Terms, “**Intermodal Pool**,” “**IMP**,” “**we**,” “**us**,” or “**our**” refers to Intermodal Pool LLC.

The IMP Platform offers an online venue that enables users (“**Members**”) to publish, offer, search for, and book “**Equipment**” and “**Services**.” Members who publish and offer Equipment or Services are “**Vendors**” and Members who search for, book, or use Equipment or Services are “**Customers**.” You must register an account to access and use many features of the Platform, and you must keep your account information accurate. As the provider of the Platform, Intermodal Pool does not own, control, offer or manage any Listings or Vendor Services. IMP is not a party to the contracts entered into directly between Vendors and Customers. IMP is not acting as an agent in any capacity for any Member.

We maintain other policies that supplement these Terms like our Privacy Policy, which describes our collection and use of personal data.

If you are a Vendor, you are responsible for understanding and complying with all laws, rules, regulations and contracts with third parties that apply to your Vendor Services.

Definitions

“Account”

means the single account identified to a Member which results from a Member registering for an Account through the Platform. No Member may have more than one Account.

“Reservation”

means, pursuant to a Confirmed Reservation and Reservation Agreement, a limited license granted by the Vendor to the Customer for use of Equipment for the limited duration of the Confirmed Booking or a provision of Services by a Vendor for a Customer pursuant to a Confirmed Booking and Booking Agreement.

“Reservation Agreement”

means a limited license agreement entered into via the Platform by a Vendor and Customer pursuant to Vendor’s Confirmed Reservation of Equipment or Services. Intermodal Pool is not a party to the Booking Agreement. Vendor shall upload to the Vendor Profile the form of Reservation Agreement that Vendor desires to use with Customers.

“Reservation Fee”

means the amount established by a Vendor in its Vendor Profile for use of the Equipment or provision of Services, which is usually expressed as a daily rate (e. g. , \$20 per chassis per day or portion thereof) for Equipment and a one time fee for Services (e.g., \$100 for a BIT inspection on 1 chassis). The Vendor, and not Intermodal Pool, is responsible for setting the Reservation Fee for the Equipment or Service. If Vendor determines that any Taxes are to be collected and remitted by Vendor to the taxing authority, Vendor shall include such Taxes in the Booking Fee. The Reservation Fee payable by Customer also includes the IMP Fees.

“Booking Request”

means the request by Customer to Book Equipment or Services pursuant to the Vendor Profile, as evidenced by Customer clicking the “Purchase” or similar button on the Website.

“Customer”

means a Member who reserves Equipment or Services through a Booking Agreement with a Vendor via the Platform, or any agent of a Member who uses the Equipment or Service and is not the Vendor for the associated Vendor Profile.

"Collective Content"

means Member Contributions and Intermodal Pool Content.

“Confirmed Reservation”

means that a Vendor has accepted a Customer’s Reservation Request.

"Communication"

means an email or message via the Platform.

“Content”

means graphics, audio, video, information, text, images, music, software (excluding the Platform) or other materials.

“Equipment”

means chassis, trailer, container, truck, genset, or any other physical item that is booked by a Customer from a Vendor on the Platform.

“Losses”

means claims, losses, damages, obligations, liabilities, debts and expenses, including but not limited to reasonable fees of attorneys, accountants and expert witnesses.

“Member”

means a Person who completes Intermodal Pool's Account registration process.

"Member Contributions"

is defined in the Member Contribution section of these Terms of Use.

“Payment Method”

means a method of payment that a Member has added to its Account, for example, debit card, credit card or ACH through the Stripe dashboard.

“Person”

means an individual, corporation or other legal entity.

“Platform”

means collectively the websites, applications, forms, and other offerings from Intermodal Pool.

“Service”

means maintenance or repair work that is completed by a Vendor for a Customer.

“Intermodal Pool Content”

means all Content that Intermodal Pool makes available through the Platform or its related promotional campaigns and official social media channels, including any Content licensed from a third party, but excluding Member or other user Content.

“Intermodal Pool Parties”

means Intermodal Pool, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, vendors, successors, and assigns.

“IMP Fees”

means the fee that Intermodal Pool charges to a Vendor for the use of the Platform when a Vendor confirms a Reservation.

“Stripe”

means Stripe, Inc.

“Vendor”

means a Member who creates a Vendor Profile via the Platform.

“Vendor Profile”

means Vendor's listing and description of Equipment and / or Services, features thereof and other information that is listed by a Vendor as available for Booking via the Platform.

"Tax" or "Taxes"

mean any sales taxes, goods and services taxes (GST), or other taxes and fees that Vendors may be required by law to collect and remit to governmental agencies, and other similar

municipal, state, federal and national indirect or other withholding and personal or corporate income taxes.

“Website”

means www.intermodalpool.com.

Acceptance of the Terms of Use

Intermodal Pool, LLC and its affiliates (“Intermodal Pool”, “IMP,” “we” “us,” or “ our”), provides the IMP Platform which connects Vendors who have Equipment or Services available for Booking and Customers who seek to Book such Equipment or Services under a Booking Agreement. Bookings are made directly between Vendors and Customers via the Platform. Customers must pay all Booking Fees to Intermodal Pool via Stripe. After Customer has made such payment for the Booking Fee to Intermodal Pool through Customer’s Stripe account, the IMP Fee is deducted from Booking Fee by Intermodal Pool and the remaining balance is then disbursed to the Vendor by Intermodal Pool through Stripe. **ACCORDINGLY, YOU AGREE THAT (I) Intermodal Pool IS NOT A PARTY TO ANY AGREEMENTS ENTERED INTO BETWEEN VendorS AND CustomerS; (II) Intermodal Pool IS NOT A REAL ESTATE BROKER, AGENT OR INSURER; (III) Intermodal Pool HAS NO CONTROL OVER THE CONDUCT OF VendorS, CustomerS, EQUIPMENT, SERVICES, OR OTHER CustomerS OF THE Website; (IV) Intermodal Pool HAS NO CONTROL OVER THE CONDUCT OF STRIPE; AND (V) Intermodal Pool DISCLAIMS ANY AND ALL LIABILITY AND OBLIGATIONS IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.**

These Terms of Use are entered into by and between you and Intermodal Pool. The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these “ **Terms of Use**”), govern your access to and use of www.intermodalpool.com, including any Content, functionality, and services offered on or through www.intermodalpool.com (the “**Website**”), and applications for mobile, tablet and other smart devices and application program interfaces (collectively, the “ **Platform**”), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Platform. **By using the Platform or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, incorporated herein by reference, and these Terms of Use and our Privacy Policy constitute a binding legal agreement between you and Intermodal Pool LLC.** If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Platform.

This Platform is offered and available to users who are 18 years of age or older, and reside in the United States or any of its territories or possessions. By using the Platform, you represent

and warrant that you are of legal age to form a binding contract with Intermodal Pool and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Platform.

Certain areas of the Platform (and your access thereto or use thereof) may have different policies, guidelines or terms and conditions, or may require you to agree with and accept additional terms and conditions. If there is a conflict between these Terms of Use and terms and conditions posted with respect to a specific area of the Platform or Collective Content, then the latter will govern, but only with respect to your use of or access to that area of the Platform or Collective Content.

If you decide to create a Vendor Profile or Book Equipment or Services on the Platform, you agree that your relationship with Intermodal Pool is that of a Vendor or Customer, as appropriate, and an independent, third-party contractor, and you agree that you are not an agent, employee, joint venturer or partner of Intermodal Pool for any reason whatsoever; you act exclusively on your own behalf and for your own benefit, and not on behalf of or for the benefit of Intermodal Pool. Intermodal Pool has no control, and has no right to control, your Vendor Profile or any other matters related to any Vendor Profile. You agree not to do anything to create the impression that you are endorsed by, partnering with, or acting on behalf of or for the benefit of Intermodal Pool and you may not use Intermodal Pool's intellectual property for any reason whatsoever.

You agree that if you accept or agree to these Terms of Use on behalf of an entity that is not a natural person, you represent and warrant that you have the authority to bind that entity to these Terms of Use and that the terms "you" and "your" will refer and apply to that entity.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Platform thereafter. However, any changes to the dispute resolution provisions set out in Governing Law and Jurisdiction and Arbitration Agreement will not apply to any disputes for which the parties have actual notice on or before the date the change is posted on the Platform.

Your continued use of the Platform following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access the Platform so you are aware of any changes, as they are binding on you. If the revised Terms of Use are not acceptable to you, your only recourse is to stop your use of the Platform, however if you do not close your Account, you will be deemed to have accepted the changes.

Term/Termination/Suspension

These Terms of Use are effective for a thirty (30) day term, which automatically renews for successive 30-day terms until these Terms of Use are terminated as set forth below:

Termination for Breach. Without notice or grace period, Intermodal Pool may terminate these Terms of Use with you if you breach any provision of these Terms of Use, if you violate applicable laws, or if Intermodal Pool believes that such termination is reasonably necessary to protect the safety or property of Intermodal Pool, other Members, or third parties.

Termination for Convenience. At any time, you may terminate these Terms of Use with Intermodal Pool by canceling your Account by sending an email to info@intermodalpool.com. A Vendor who cancels its Account agrees to honor any Confirmed Bookings. A Customer who cancels its Account agrees to honor any Confirmed Bookings. There will be no refunds in the event that a Vendor or Customer cancels its Account. Intermodal Pool may terminate these Terms of Use at any time by giving you not less than thirty (30) days' notice to your email address that you registered in your Account profile.

Intermodal Pool maintains the ongoing right to temporarily or permanently deactivate or delay Vendor Profiles, review any Member Content, cancel any pending or Confirmed Bookings or limit your use or access to your Account or the Platform if you breached these Terms of Use (whether material or non-material breach), have received poor ratings as a Vendor or Customer, or if Intermodal Pool believes in good faith that such action is reasonably necessary to protect the safety or property of Intermodal Pool, Members, or third parties. If Intermodal Pool takes any of the actions described herein, Intermodal Pool may communicate directly with Customers or Vendors that pending or Confirmed Reservations have been canceled, or assist Customers in finding alternative Equipment or Services. If your Account has been suspended or these Terms of Use have been terminated by Intermodal Pool, you are prohibited from registering a new Account or attempting to access or use the Platform through other means. If you or we terminate these Terms of Use, the provisions that reasonably should survive termination will remain in effect. In no event shall a Member be entitled to any compensation whatsoever for any inaction or action which may be taken by Intermodal Pool pursuant to this Section.

Information About You and Your Visits to the Platform

We may collect certain information about you and from your use of the Platform. All information we collect on or in connection with the Platform is subject to our Privacy Policy, which is incorporated into these Terms of Use. By accessing or using the Platform, you consent to the information collection, use, and sharing described in the Privacy Policy.

You represent and warrant that all information you provide in connection with your access to or use of the Platform is true, accurate, and complete to the best of your knowledge and belief. You represent and warrant that, if you submit the personal information of any person other than yourself in using the Platform, you have sufficient permission from that person to provide us with that information.

Any and all data collected by Intermodal Pool as a result of your access to or use of the Platform, but excluding data consisting of Member Contributions and any personal information, is, as between you and Intermodal Pool and to the extent permitted by applicable law, owned exclusively by Intermodal Pool. Additionally, any and all anonymized and aggregated data created based on or using Member Contributions or personal information is, as between you and Intermodal Pool and to the extent permitted by applicable law, owned exclusively by Intermodal Pool. You acknowledge and understand that Intermodal Pool may, subject to applicable law and without compensation to you, use Intermodal Pool-owned data in any manner for its business purposes.

Accessing the Platform and Account Security

The Platform can be used by Vendors and Customers to facilitate Vendor Profiles and Reservations with each other. Unregistered users may also view Vendor Profiles, however if you would like to create a Vendor Profile to list Equipment or Services, or make a Reservation for a Equipment or Services, you must first register to become a Member and create your Account. Intermodal Pool does not own, license, operate, manage, provide access to, resell or maintain Equipment or Services. Intermodal Pool makes the Platform available so that Members can enter into transactions amongst themselves. We reserve the right to withdraw or amend the Platform, and any service, Content or other material we provide on the Platform, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Platform is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Platform, or the entire Platform, to users, including registered Members.

INTERMODAL POOL HAS NO CONTROL OVER THE CONTENT CONTAINED IN ANY VENDOR PROFILES, OR ANY POSTINGS; THEREFORE INTERMODAL POOL MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION, LEGALITY OR SUITABILITY OF ANY EQUIPMENT OR SERVICES BEING OFFERED. INTERMODAL POOL IS NOT RESPONSIBLE FOR, AND DISCLAIMS ANY AND ALL, LIABILITY RELATED TO ANY AND ALL VENDOR PROFILES, POSTINGS, EQUIPMENT OR SERVICES. ANY RESERVATIONS, AND RESERVATION AGREEMENTS (REGARDLESS OF WHETHER THE PARTIES USE INTERMODAL POOL'S RESERVATION AGREEMENT TEMPLATE), ARE MADE OR ACCEPTED AT THE MEMBERS OWN RISK.

You are responsible for:

Making all arrangements necessary for you to have access to the Platform..

Ensuring that all persons who access the Platform through your internet connection are aware of these Terms of Use and comply with them.

To access the Platform or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Platform that all the information you provide on the Platform is correct, current, and complete. You agree that all information you provide to register with the Platform or otherwise, including but not limited to through the use of any interactive features on the Platform, is governed by our Privacy Policy, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

If we provide the capability to do so through our Platform, you may be able to register to become a Member by logging into your account with certain third-party social networking sites ("**3PS**"), such as Facebook. Each 3PS account is referred to as a "**Third-Party Account**". If we provide such functionality of the Platform, you may link your Intermodal Pool Account with Third-Party Accounts. This may occur if you: (i) provide your Third-Party Account login information to Intermodal Pool through the Platform; or (ii) allow Intermodal Pool to access your Third-Party Account (however, you will be limited by the applicable terms and conditions that govern your use of each Third-Party Account). You represent and warrant to Intermodal Pool that you are entitled to disclose your Third-Party Account login information to Intermodal Pool and/or to grant Intermodal Pool access to your Third-Party Account (including, but not limited to, for use for the purposes described herein), without breach by you of any of the terms and

conditions that govern your use of the such Third-Party Account, and without obligating Intermodal Pool to pay any fees or subjecting Intermodal Pool to any usage limitations. By granting Intermodal Pool access to any Third-Party Accounts, you understand that Intermodal Pool will access, make available and store (if applicable) any Content that you have provided to and stored in your Third-Party Account ("**3PS Content**") so that it is available on and through the Platform via your Intermodal Pool Account and Intermodal Pool Account profile page. Unless otherwise specified in these Terms of Use, all 3PS Content will be considered to be Member Contributions for all purposes of these Terms of Use. Subject to the privacy settings that you have set in such Third-Party Accounts, and depending on the Third-Party Accounts you choose and personal information that you post thereto, such personal information will be available through your Intermodal Pool Account and Platform. If a Third-Party Account or associated service becomes unavailable or Intermodal Pool's access to such Third-Party Account is terminated by the third-party service provider, then 3PS Content will no longer be available through the Platform. If you want to disable the connection between your Intermodal Pool Account and your Third-Party Accounts, you can do so at any time by sending a request to info@intermodalpool.com. Intermodal Pool makes no effort to review any 3PS Content for any purpose, including but not limited to for accuracy, legality or non-infringement and Intermodal Pool is not responsible for any 3PS Content. Your relationship with any third-party service providers associated with your third-party accounts is governed solely by your agreement(s) with them.

Your Intermodal Pool Account and your Intermodal Pool Account profile page will be created for your use of the Platform based upon the personal information you provide to us or that we obtain via a 3PS (as described above). You may not have more than one (1) active Intermodal Pool Account. If you create more than one (1) Intermodal Pool Account, or if any information provided during the registration process or thereafter proves to be inaccurate, fraudulent, not current, incomplete, or otherwise in violation of these Terms of Use, we may terminate, delay or suspend your Account.

If you choose, or are provided with, a user name, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your Account is personal to you and agree not to provide any other person with access to the Platform or portions of it using your user name, password, or other security information. You agree to notify us immediately of any unauthorized access to or use of your user name or password or any other breach of security. You also agree to ensure that you logout from your Account at the end of each session. You should use particular caution when accessing your Account from a public or shared computer so that others are not able to view or record your password or other personal information.

We have the right to disable any user name, password, or other identifier, whether chosen by you or provided by us, at any time in our sole discretion for any or no reason, including if, in our opinion, you have violated any provision of these Terms of Use.

Vendor Profile

Once you are registered as a Member, each Vendor shall create its Vendor Profile. As a Vendor, you will provide information regarding the Equipment or your Services. The characteristics of the

available Equipment, availability, size, capacity, location hours of operation, pre and post trip requirements, the Reservation Fee, rules and regulations, types of insurance and certificates of insurance required from Customers, and other aspects regarding the available Equipment or Services. Once created, the Vendor Profile will be publicly available via the Platform and search results may place or rank your Vendor Profile depending upon many factors. To be fair to all Members, you agree that once a Customer requests a Reservation, you may not ask the Customer to pay a higher price than listed in the Vendor Profile.

As a Vendor, you agree that you, and not Intermodal Pool, are responsible for your Vendor Profile, including any Member Contributions that you may post. As a Vendor, you represent and warrant to Intermodal Pool that your Vendor Profile and any Reservation for Equipment or Services (i) will not breach any agreements made by you with third parties (e. g. , your landlord, lender, equipment provider, or other third party agreements), and (ii) will (a) be in compliance with all applicable laws, ordinances and rules, Tax requirements, intellectual property laws, and rules and regulations that may apply to any Equipment or Services included in your Vendor Profile (including having all required permits, licenses and registrations), and (b) not conflict with the rights of third parties. Intermodal Pool assumes no responsibility for Vendor's compliance with any agreements with or duties to third parties, applicable laws, rules and regulations. This Website facilitates transactions between businesses for business purposes. This Platform is not intended to be used by consumers for home or consumer-related purposes. Intermodal Pool reserves the right, at any time and without prior notice, to remove or disable access to any Vendor Profile for any reason, including those that Intermodal Pool, in its sole discretion, considers to be objectionable for any reason, in violation of these Terms of Use, or is otherwise harmful to the Platform. Any agreement that a Vendor enters into with a Customer for Equipment or Services is an agreement solely between Vendor and Customer and Intermodal Pool is not a party to that agreement.

Although Intermodal Pool may, directly or through third parties, ask you to provide personal information to help verify identity to Intermodal Pool, Intermodal Pool does not obtain such information or verifications for the benefit of Members; Vendors and Customers are required to provide accurate information, perform their own due diligence on Vendors, Customers, Equipment, and Services and Intermodal Pool is not responsible for any inaccuracies, misrepresentations, or omissions made by any Member.

Vendor agrees that Intermodal Pool does not provide insurance, act as an insurer and Intermodal Pool is not Vendor's agent. When Vendor creates or modifies its Vendor Profile, Vendor may specify certain requirements that must be satisfied by a Customer before Vendor will allow the Reservation of Equipment or Service and any Customer wishing to Reserve such Equipment or Service must satisfy Vendor's requirements to Vendor's sole satisfaction.

Intermodal Pool highly recommends that Vendors obtain appropriate insurance coverage for their Equipment and business, including but not limited to general and commercial liability as well as total Loss coverage arising from the use of Equipment by Customers. Vendors will want to consult with their insurance agents to determine that they have the proper coverage, including knowing the exclusions and deductibles that may apply. Intermodal Pool recommends that, at a minimum, Vendor maintains and carries the following types and amounts of insurance:

(i) Motor truck cargo/terminal coverage with limits of not less than \$100,000 per unit and per occurrence,

(ii) Commercial General Liability policy of insurance (“ **CGL**”) protecting Vendor and Intermodal Pool as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Equipment. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000 with excess liability on following form basis of \$2,000,000;

(iii) Workers compensation in statutory amounts; and

(iv) Primary automobile liability insurance (“**Auto**”) with limits of not less than \$1,000,000 combined single limit covering owned, hired and non-owned vehicles used by Vendor.

The policies shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under these Terms of Use an “insured contract” for the performance of Vendor’s indemnity obligations under these Terms of Use. The limits of said insurance shall not, however, limit the liability of Vendor nor relieve Vendor of any obligation hereunder. Vendor shall provide an endorsement on its liability policies which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Intermodal Pool, whose insurance shall be considered excess insurance only. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A-, VII, as set forth in the most current issue of "Best's Insurance Guide, " or such other rating as may be required by a lender. Vendor shall not do or permit to be done anything which invalidates the required insurance policies.

By using the Platform, you agree that any legal remedy or liability that you seek for claims against other Members or third parties will be limited to such Members or third parties whom you believed caused the harm which led to your claim, and there will be no recourse against Intermodal Pool. You agree that you will not attempt to impose liability whatsoever or seek any legal or equitable recourse against Intermodal Pool regarding such claims.

Reservations/Financial Terms

Intermodal Pool charges Vendors a Service Fee for the use of the Platform. Customers must pay all Reservation Fees to Intermodal Pool via Stripe. After Customer has made such payment for the Reservation Fee to Intermodal Pool through Customer’s Stripe account, the IMP Fee is deducted from Reservation Fee by Intermodal Pool and the remaining balance is then disbursed to the Vendor through Stripe. Vendor is responsible for paying any Taxes which may be applicable to the Confirmed Reservation transaction. Vendors will receive a communication of the Reservation details. If a Vendor or Customer makes any modifications to the Reservation in accordance with the terms set forth herein, then Vendor and Customer agree to pay any changed or additional Reservation Fees and IMP Fees and Vendor agrees that any changed or additional IMP Fees shall be paid to Intermodal Pool. Vendor and Customer agree that any applicable Taxes collected by Vendor shall be paid by Vendor to the applicable Taxing authority.

Vendors. If you are a Vendor and a Customer submits a Reservation Request for your Equipment or Service, you must either (i) accept, which will be the Confirmed Reservation; or (ii) reject the Reservation Request. If Vendors do not confirm, or decide to reject, a Reservation Request, or if Customer cancels its Reservation Request (e. g. , because Vendor has not accepted or rejected), then no payment shall be made by Customer to Intermodal Pool. When a Vendor confirms a Reservation Request, Intermodal Pool will send Customer a Communication

of such Confirmed Reservation. Pursuant to the Confirmed Reservation, Vendor and Customer enter into a Reservation Agreement for the Equipment or Service. Vendor agrees that Intermodal Pool is not a party to the Reservation Agreement, that Vendor alone is responsible for its contents, terms and conditions (regardless of whether Vendor chooses to use Intermodal Pool's forms or templates, if provided) and for performing the obligations of Vendor, and that Customer alone is responsible for performing the obligations of Customer, under the Reservation Agreement. Intermodal Pool disclaims all liability with respect to any Reservation Agreement, regardless of whether Intermodal Pool has provided forms or templates for use in connection with the Platform.

Upon the Vendor's Reservation Confirmation, Customer will initiate payment of the Reservation Fees to Intermodal Pool. Each Vendor expressly authorizes Intermodal Pool's service provider, Stripe, to originate credit transfers to your financial institution account. Each Vendor further authorizes Intermodal Pool to take any actions reasonably necessary to effectuate the transfer of funds in accordance with these Terms of Use, the Website, and the Reservation Agreement.

Customers. Customers agree that Vendor Profiles are posted by Vendors and that Vendors are solely responsible for honoring Confirmed Reservations and making the Equipment or Services available to the Customer. Customer acknowledges and agrees that Customer enters into the Reservation Agreement with the Vendor, and not with Intermodal Pool. Customer agrees that Intermodal Pool is not a party to the Reservation Agreement, that Customer alone is responsible for performing the obligations of Customer, and that Vendor alone is responsible for the content of, and for performing the obligations of Vendor, under the Reservation Agreement (regardless of whether Vendor chooses to use Intermodal Pool's forms or templates, if provided). Customers agree that they will abide by the terms and conditions contained in the Reservation Agreement, as well as any rules and regulations specified by the Vendor regarding the access to and use of the Equipment or Service. This Platform facilitates transactions between businesses for business purposes. This Platform is not intended to be used by consumers for home or consumer-related purposes. Accordingly, Equipment shall not be included in any Vendor Profile, or used, for any criminal or immoral purposes, or, unless otherwise set forth in the Reservation Agreement, used for habitation, for cooking or sleeping purposes, or for any consumer-related purposes. Intermodal Pool disclaims all liability with respect to any Reservation Agreement.

The Website will display to a potential Customer the Reservation Fees payable before the potential Customer sends a Reservation Request to a Vendor by clicking the "Purchase" (or similar) button. Vendor is required to either confirm or reject the Reservation Request via the Platform. If Vendor does not confirm or reject a Reservation Request, then at any time prior to Vendor's acceptance/confirmation or rejection of Customer's Reservation Request, Customer may cancel its Reservation Request and no payment shall be made by Customer to Intermodal Pool. Depending on how a Vendor chooses to charge for their equipment, ongoing charges may be processed on the Customer's payment method of choice. By sending a Reservation Request, Customer is agreeing to allow Vendor to process ongoing daily payments for any unreturned Equipment. Customer will be given no less than 24 hours to dispute any daily charges that will be processed.

Customer agrees to pay the Reservation Fees for any Confirmed Reservation. Upon the Vendor's Confirmed Reservation, Customer's payment of the Reservation Fees will be made to

Intermodal Pool via Stripe. When your Confirmed Reservation transaction is complete, Customer will receive a Communication summarizing your Confirmed Reservation.

In order to use the Stripe payment functionality of the Intermodal Pool Website, you must open a Stripe account provided by Stripe and you must accept the Stripe Terms and Privacy Policy. Any funds held in the Stripe account are held by Stripes financial institution partners as set out in the Stripe Terms. You authorize Intermodal Pool to collect and share with Stripe your personal information including full name, physical address, email address and financial information, and in the case of accredited accounts or when otherwise requested by Intermodal Pool, date of birth and social security number, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Stripe account through Stripe directly, and Stripe account notifications can be sent by Stripe or Intermodal Pool to you. Intermodal Pool will provide customer support for your Stripe account activity, and can be reached at info@intermodalpool.com

Cancellations and Refunds

Customer may cancel a Confirmed Reservation by submitting a written request to info@intermodalpool.com no later than twenty four (24) hours prior to the start date of the Reservation and in such event the Reservation Fee shall be refunded to Customer. Any cancellations to a Confirmed Reservation less than 24 hours prior to the start date will not be subject to a refund. In such event, the Customer shall owe the full amount of the Reservation Fee for the Confirmed Reservation. Notwithstanding the foregoing, in the case of recurring monthly or weekly Reservation (as may be set forth in the Confirmed Reservation), a Customer must provide notice of cancellation no later than twenty-four (24) hours prior to the first day of the following month or week, respectively. Failure to provide such notice will result in Customer being responsible for the full monthly or weekly Reservation Fee, as relevant, for the following month or week, respectively.

Vendors are not entitled to cancel a Confirmed Reservation, but must honor the same.

Any refunds or credits shall be settled solely between Vendor and Customer and Intermodal Pool shall not be obligated whatsoever with respect thereto. Intermodal Pool shall serve as a third-party facilitator of any refund or credit agreed upon between Vendor and Customer. For the avoidance of doubt, Intermodal Pool shall in no event be liable for any refund or credit agreed upon by and between Vendor and Customer.

In certain circumstances, Intermodal Pool may decide, in its sole and absolute discretion, that it is necessary or desirable to cancel a Confirmed Reservation made via the Platform or that a Customer will be refunded all or a portion of the amounts charged to the Customer. In such events, Vendors agree that neither Intermodal Pool nor Customer will have any liability for such cancellations or refunds.

The Customer and Vendor acknowledge and agree that credit card fees paid in relation to a reservation are non-refundable. In the event that a credit card fee was charged for a reservation, and the reservation was, at a later time, refunded, the [Customer or Vendor] shall be liable for the original credit card fee.

Taxes

Applicable tax laws may require that Intermodal Pool collect certain tax information from Vendors and provide the same to the taxing authorities, withhold Taxes from remittances to Vendors, or do both. For example, that may include an IRS Form W-9 and/or similar State forms. Vendors are solely responsible for maintaining accurate, current and correct information on tax forms. If a Vendor fails to submit the appropriate documentation to Intermodal Pool, we may freeze all remittances to Vendor, withhold any amounts required by applicable law, or do both.

Various governmental agencies, including but not limited to where the Vendor is located, may require that Taxes be collected from Vendors or Customers which is usually, but not necessarily, a percentage of the amount paid for the use of the Equipment. Intermodal Pool is not an agent for Vendor, nor does Intermodal Pool provide tax advice to Vendor, Customer, any Member or any other user of the Platform. Vendors and Customers are solely responsible to determine their applicable Tax reporting requirements, the amount of Taxes that should be included relating to the applicable Taxes specified in Vendor Profiles and for remitting to the relevant taxing authority such applicable Taxes that are due and payable by Vendor or Customer.

Damage

Customer agrees that (i) it is solely responsible for its own, as well as its employees, agents, guests, invitees, or visitors, actions or omissions, including but not limited to theft, personal injury or death or property damage; (ii) it shall return the Equipment in the same condition it was in when the Customer received it. If a Vendor makes a claim that the Customer violated the foregoing requirements, Customer agrees to pay the cost of repairing, replacing and restoring the Vendor's Equipment damaged or stolen by Customer, its employees, agents, guests, invitees or visitors ("**Repair**"). Additionally, Customer agrees that claims under Customer's insurance policies may be made related to any such damages, destruction or Repair and Customer agrees to provide Vendor (and to Intermodal Pool, upon its request) with such information as may be necessary in order to make such a claim, and Customer shall take such acts as may be reasonably requested to make and further such claim. Vendor and Customer agree that any claim regarding damages or destruction of the Vendor's Equipment, any dispute regarding Repairs, shall be solely between Vendor and Customer; and Vendor and Customer each hereby release Intermodal Pool Parties which shall have no liability or obligation whatsoever with respect thereto. Each of Vendor and Customer shall indemnify, defend and hold Intermodal Pool Parties harmless from and against any and all Losses in any way arising out of or regarding damages or destruction of the Vendor's Equipment or Repairs.

Intermodal Pool highly recommends that Customers obtain appropriate insurance coverage and consult with their insurance agents to determine that they have the proper coverage, including knowing the exclusions and deductibles that may apply.

Holdover

Customer agrees that a Reservation Agreement is merely a revocable license granted by the Vendor to Customer, whereby Vendor makes the Equipment available to Customer for the limited time period, and under other terms and conditions as specified in the Confirmed

Reservation and Reservation Agreement. As such Customer agrees that it is not entitled to use the Equipment prior to the start date, or beyond the end date, unless Vendor and Customer enter into a Reservation Agreement for the additional time, with the appropriate additional Reservation Fees having been paid through the Platform. This is because, in part, Vendor may have entered into other Reservation Agreements for the license of the Equipment to other users to commence prior to the start date or after the end date. If Customer keeps the Equipment beyond the end date of a Reservation (such overstay, a “**Holdover**”), then Customer no longer has the license granted under the Reservation Agreement, which license terminated upon the end date and Vendor is entitled under the Reservation Agreement and applicable law to demand immediate return of Equipment by Customer. Vendor may also charge Customer the average daily Reservation Fee or an elevated holdover rate for each additional day after the End Date, plus all applicable IMP Fees, Taxes and any other legal expenses incurred by Vendor to enforce the terms of the Reservation Agreement. Customer agrees that if reserved Equipment is not returned as of the End Date specified in the Reservation Confirmation, Vendor has the right, without further notice to or consent of Customer, to adjust the End Date within a period of ten (10) days after reserved Equipment is returned to the Vendor in order to obtain payment from Customer of such additional Reservation Fees for any additional days beyond the original End Date. In the event of a Holdover, Intermodal Pool shall be entitled to payment of the IMP Fee, as calculated based upon the additional days beyond the original End Date.

If Customer returns the Equipment prior to the originally scheduled End Date under a Reservation Agreement, there will be no refund for any unused days in the original Confirmed Reservation.

Any refunds or credits shall be settled solely between Vendor and Customer and Intermodal Pool shall not be obligated whatsoever with respect thereto. Intermodal Pool shall serve as a third-party facilitator of any refund or credit agreed upon between Vendor and Customer. For the avoidance of doubt, Intermodal Pool shall in no event be liable for any refund or credit agreed upon by and between Vendor and Customer.

Intellectual Property Rights

The Platform and its entire Contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof), are owned by Intermodal Pool, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

Subject to your compliance with these Terms of Use, Intermodal Pool grants you a limited, non-exclusive, non-transferable, non-sublicensable license, solely for your personal, non-commercial use (i) to use the Platform; (ii) to download and install a copy of the Platform on each mobile device (if a mobile application is made available for such use) or computer that you own or control and run such copy of the Platform solely for your own personal use; and (ii) to access and view any Customer Content which you are permitted to access. If this Platform is made available for access or download via the Apple App Store, you will do so only (i) on an Apple-branded product that runs the iOS (Apple's proprietary operating system) and (ii) as permitted by the "Usage Rules" set forth in such Apple App Store Terms of Service.

You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly

perform, republish, download, store, or transmit any of the Contents or other material on our Platform, except as follows:

Your computer may temporarily store copies of such Contents or other materials in RAM incidental to your accessing and viewing those materials.

You may store files that are automatically cached by your Web browser for display enhancement purposes.

You may print or download one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.

If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by these Terms of Use or our other end user license agreements for such applications.

If we provide *social media features* with certain Content, you may take such actions as are enabled by such features.

You must not:

Modify copies of any materials from this Platform.

Use any illustrations, photographs, video or audio sequences, or any graphics from this Platform.

Delete or alter any copyright, trademark, or other proprietary rights notices from copies of Contents or other materials from this Platform.

You must not access or use for any commercial purposes (other than your own use of the Equipment) any part of the Platform, any Content, or any services or materials available through the Platform.

If you wish to make any use of material on the Platform other than that set out in this section, please address your request to: info@intermodalpool.com.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Platform in breach of the Terms of Use, your right to use the Platform will stop immediately and you must, at our option, return or destroy any copies of the Contents or other materials you have made. No right, title, or interest in or to the Platform or any Content on the Platform is transferred to you, and all rights not expressly granted are reserved by Intermodal Pool. Any use of the Platform not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Intermodal Pool name, Intermodal Pool logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Intermodal Pool or its affiliates or

licensors. You must not use such marks without the prior written permission of Intermodal Pool. All other names, logos, product and service names, designs, and slogans on the Platform are the trademarks of their respective owners.

Prohibited Uses

You may use the Platform only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Platform::

In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in these Terms of Use.

To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail”, “chain letter”, “spam”, or any other similar solicitation.

To impersonate or attempt to impersonate Intermodal Pool, an Intermodal Pool employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).

To use the Platform for any commercial or other purposes not otherwise expressly permitted by these Terms of Use.

To use the Platform that falsely implies an endorsement, association or partnership with Intermodal Pool or that otherwise misleads others to believe that you are affiliated with Intermodal Pool.

To disseminate or transmit personal information concerning any other person or entity without their express permission, including but not limited to license, credit, debit or account numbers.

To register for more than one Account or register an Account on behalf of another individual.

To enter into a Reservation Agreement as a Customer for anyone other than yourself.

To contact any other User for any reason other than to ask about a Reservation, the Equipment, the Service, the Vendor Profile or the other User’s experience with its use of the Equipment, Service, or the Platform.

To solicit or recruit another User to join a competitive Website to Intermodal Pool.

To use the Platform to find Equipment or Services, then circumvent the Platform by going directly to the Vendor to avoid paying the IMP Fees or for any other reason.

To use the Platform to establish a relationship with a Customer, then renegotiate terms and sign an agreement to avoid paying the IMP Fees or for any other reason.

To accept payment for reservation of Equipment or Services outside of the Platform.

To create a Vendor Profile or offer any Equipment or Services that the Vendor does not own or have the legal right under a lease or sublease to license to another (agents for Vendors are not permitted to create a Vendor Profile).

To create a Vendor Profile for Equipment or Services with incorrect or misleading information, or with a price or fee that the Vendor does not intend to honor.

To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the

Platform, or which, as determined by us, may harm Intermodal Pool or users of the Platform or expose them to liability, including but not limited to stalking or harassing any other Intermodal Pool user.

Additionally, you agree not to:

Use the Platform in any manner that could disable, overburden, damage, or impair the Platform or interfere with any other party's use of the Platform, including their ability to engage in real time activities through the Platform.

Use any robot, spider, or other automatic device, process, or means to access the Platform for any purpose, including monitoring or copying any of the material on the Platform.

Use any manual process to monitor or copy any of the material on the Platform or for any other unauthorized purpose without our prior written consent.

Falsify or forge any part of TCP/IP packet header/header information in any email or newsgroup posting, or in any way use the Platform to send deceptive, altered or false source-identifying information.

Use any device, software, or routine that interferes with the proper working of the Platform.

Introduce any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Probe, test, or attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Platform, the server on which the Platform is stored, any server, computer, or database connected to the Platform, or breach any security or authentication measures.

Attack the Platform via a denial-of-service attack or a distributed denial-of-service attack.

Avoid, bypass, deactivate, remove, impair, descramble, or otherwise circumvent any technological measure implemented by Intermodal Pool, any of its providers or any other third party (including another user) to protect the Platform.

Reverse engineer, decompile or disassemble any of the software used to provide the Platform.

Assist or encourage any third party to do any of the above, or otherwise attempt to interfere with the proper working of the Platform.

Each User agrees that such User will not directly or indirectly, for such User or for any other Person, firm, corporation, partnership, association or other entity: (i) induce any person who is a User or prospective User to patronize any competing firm; (ii) canvass, solicit or accept any business relationship from any person who is a User or prospective User outside of the Platform; (iii) directly or indirectly request or advise any person who is a User or prospective User to withdraw, curtail or cancel such business with Intermodal Pool; (iv) directly or indirectly circumvent the Platform or services of Intermodal Pool to contract, or otherwise arrange, use of a Equipment or Services, whether or not such Equipment or Services is listed on a Vendor Profile, outside of the Platform. In the event a User contracts for the use of a Equipment or Services outside of the Platform, Intermodal Pool shall be due the equivalent IMP Fee that would have applied had a Reservation been made. Each User acknowledges and agrees that the list of Users on the Platform is the confidential information and property of Intermodal Pool and in no event shall a User disclose or otherwise use such list of Users outside of the Platform.

If you violate any of the above, Intermodal Pool has the right to investigate and prosecute such violations to the full extent of applicable law, including without limitation, canceling Vendor Profiles or Reservations, disabling, deactivating your Account, or removing your access to the Platform or any Member Contributions.

Intermodal Pool may use, access, preserve and disclose any of your information as required by applicable law or if we believe in our sole and absolute discretion and in good faith that it is necessary (i) to respond to claims asserted against Intermodal Pool or to comply with legal process; (ii) to enforce or administer these Terms of Use or other agreements we may have with users or to protect the safety, rights or property of Intermodal Pool, its users or Users of the public; or (iii) to assist in fraud prevention, risk assessment, customer support, investigation, de-bugging or product development purposes.

Intermodal Pool has the right, but not the obligation, to monitor your access to or use of the Platform or Collective Content or to review, remove, disable access to or edit any User Content, but it has the right to do so to operate, improve the Platform, to ensure compliance with these Terms of Use or to comply with applicable law or remove any Content that Intermodal Pool determines is objectionable. Intermodal Pool always has the right to, without prior notice, remove to disable access to any Collective Content that Intermodal Pool determines in its sole and absolute discretion, to be in violation of these Terms of Use.

Member Contributions

The Platform may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards or other interactive features (collectively, “**Interactive Services**”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “**submit**” or “**post**”) Content or materials (collectively, “**Member Contributions**”) on or through the Platform.

All Member Contributions must comply with the Content Standards set out in these Terms of Use.

Any Member Contribution you submit to the Platform will be considered non-confidential and non-proprietary. By providing any Member Contribution on the Platform, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns a world-wide, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, view, reproduce, modify, perform, display, distribute, sell, publicly display, publicly perform, transmit, stream, broadcast, exploit, and otherwise disclose to third parties any such material for any purpose.

You represent and warrant that:

You own or control all rights in and to the Member Contributions and have the right to grant the license granted above and neither the Member Contributions or the posting thereof will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

All of your Member Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any Member Contributions you submit or contribute, and you, not Intermodal Pool, have full responsibility for such Content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third party for the Content or accuracy of any Member Contributions submitted by you or any other user of the Platform.

You agree to indemnify, defend and hold the Intermodal Pool Parties harmless from and against

any and all Losses arising in any way from your Member Contributions.

Copyright DMCA Policy.

Reporting Claims of Copyright Infringement

We take claims of copyright infringement seriously. We will respond to notices of alleged copyright infringement that comply with applicable law. If you believe any materials accessible on or from the Platform infringe your copyright, you may request removal of those materials (or access to them) from the Website by submitting written notification to our Copyright Agent (designated below). In accordance with the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act (17 U. S. C. § 512) ("**DMCA**"), the written notice (the "**DMCA Notice**") must include substantially the following:

Your physical or electronic signature.

Identification of the copyrighted work you believe to have been infringed or, if the claim involves multiple works on the Website, a representative list of such works.

Identification of the material you believe to be infringing in a sufficiently precise manner to allow us to locate that material.

Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).

A statement that you have a good faith belief that use of the copyrighted material is not authorized by the copyright owner, its agent, or the law.

A statement that the information in the written notice is accurate.

A statement, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated Copyright Agent to receive DMCA Notices is:

Copyright Agent

Intermodal Pool, LLC.

Intermodal Pool LLC

1801 E Camelback Rd Ste 102 / 1160

Phoenix, AZ 85016

info@intermodalpool.com

If you fail to comply with all of the requirements of Section 512(c)(3) of the DMCA, your DMCA Notice may not be effective.

Please be aware that if you knowingly materially misrepresent that material or activity on the Platform is infringing your copyright, you may be held liable for damages (including costs and attorneys' fees) under Section 512(f) of the DMCA.

Counter-Notification Procedures

If you believe that material you posted on the Platform was removed or access to it was disabled by mistake or misidentification, you may file a counter-notification with us (a “**Counter-Notice**”) by submitting written notification to our copyright agent (identified below). Pursuant to the DMCA, the Counter-Notice must include substantially the following:

Your physical or electronic signature.

An 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 disabled.

Adequate information by which we can contact you (including your name, postal address, telephone number, and, if available, email address).

A statement under penalty of perjury by you that you have a good faith belief that the material identified above was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled.

A statement that you will consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located (or if you reside outside the United States for any judicial district in which the Platform may be found) and that you will accept service from the person (or an agent of that person) who provided the Website with the complaint at issue.

Completed Counter-Notices should be sent to info@intermodalpool.com:

The DMCA allows us to restore the removed Content if the party filing the original DMCA Notice does not file a court action against you within ten business days of receiving the copy of your Counter-Notice.

Please be aware that if you knowingly materially misrepresent that material or activity on the Website was removed or disabled by mistake or misidentification, you may be held liable for damages (including costs and attorneys’ fees) under Section 512(f) of the DMCA.

Repeat Infringers. It is the policy of Intermodal Pool to terminate the Accounts of repeat infringers.

Monitoring and Enforcement

We have the right, but not the obligation, to:

Remove or refuse to post any Member Contributions for any or no reason at our sole discretion.

Take any action with respect to any Member Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such Member Contribution violates the Terms of Use, including the Content Standards, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Platform or the public, or could create liability for Intermodal Pool.

Disclose your identity or other information about you to any third party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.

Take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Platform.

Terminate or suspend your access to all or part of the Platform for any or no reason, including without limitation, any violation of these Terms of Use.

Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Platform. You waive, agree to indemnify and

hold harmless, the Intermodal Pool Parties from any Losses resulting from any action taken by any of the Intermodal Pool Parties during, or taken as a consequence of, investigations by either any of the Intermodal Pool Parties or law enforcement authorities.

However, we cannot and do not undertake to review material before it is posted on the Platform, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or Content provided by any user or third party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this section.

Content Standards

These Content Standards apply to any and all Member Contributions and use of Interactive Services. Member Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, Member Contributions must not:

Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.

Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.

Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.

Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Policy.

Be likely to deceive any person.

Promote any illegal activity, or advocate, promote, or assist any unlawful act.

Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.

Impersonate any person, or misrepresent your identity or affiliation with any person or organization.

Involve commercial activities or sales, such as contests, sweepstakes and other sales promotions, barter, or advertising.

Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

Reliance on Information Posted

The Content presented on or through the Platform is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of any Content or any other information, including but not limited to any templates or forms we may provide for your use. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on any of the Content or other materials by you or any other visitor to the Platform, or by anyone who may be informed of any of its Contents.

This Platform may include Content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other Content, other than the Content provided solely by Intermodal Pool, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of Intermodal Pool. We are not responsible, or liable to you or any third party, for the Content or accuracy of any materials provided by any third parties.

Changes to the Platform

We may update the Content on the Platform from time to time, but the Content is not necessarily complete or up-to-date. Any of the material on the Platform may be out of date at any given time, and we are under no obligation to update such material.

Online Purchases and Other Terms and Conditions

All purchases through the Platform or resulting from visits made by Customer are made pursuant to a transaction between Customer and Stripe, and are therefore governed by the policies and procedures of such third party payment vendors. Intermodal Pool does not collect your credit card information or other information submitted by you to Stripe, or such other third party vendors as may be applicable.

ACCORDINGLY, YOU AGREE THAT (I) Intermodal Pool IS NOT A PARTY TO ANY TRANSACTIONS ENTERED INTO BETWEEN VendorS OR CustomerS WITH STRIPE OR OTHER PREFERRED PAYMENT OR PAYOUT VENDORS OR PROCESSORS, INCLUDING BUT NOT LIMITED TO CREDIT CARD VENDORS, DEBIT CARD VENDORS OR PROCESSORS; (II) Intermodal Pool HAS NO CONTROL OVER THE CONDUCT OF STRIPE, CREDIT CARD OR DEBIT CARD VENDORS OR PROCESSORS, AND (III) Intermodal Pool DISCLAIMS ANY AND ALL LIABILITY AND OBLIGATIONS IN THIS REGARD TO THE MAXIMUM EXTENT PERMITTED BY LAW.

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part without our express written consent.

Additional terms and conditions may also apply to specific portions, services or features of the Platform. All such additional terms and conditions are hereby incorporated by this reference into these Terms of Use.

Linking to the Platform and Social Media Features

This Platform may provide certain social media features that enable you to:

Link from your own or certain third-party websites to certain Content on the Platform.

Send emails or other communications with certain Content, or links to certain Content, on the Platform.

Cause limited portions of Content on the Platform to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, and solely with respect to the Content they are displayed with and otherwise in accordance with any additional terms and conditions we provide with respect to such features. Subject to the foregoing, you must not:

Establish a link from any website unless expressly permitted by these Terms of Use.

Cause the Platform or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.

Link to any part of the Platform other than the homepage.

Otherwise take any action with respect to the Content or other materials on the Platform that is inconsistent with any other provision of these Terms of Use.

The website from which you are linking, or on which you make certain Content accessible, must comply in all respects with the Content Standards set out in these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice at our discretion.

Links from the Platform

If the Platform contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. We do not endorse any sites, resources, products, content or services available from such third party websites or resources. If you decide to access any of the third-party websites linked to the Platform, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

For your convenience, some portions of the Platform use Google Maps/Earth mapping services. Your use of Google Maps/Earth is subject to Google's terms of use (http://www.google.com/intl/en_us/help/terms_maps.html).

Geographic Restrictions

The owner of the Platform is based in the state of Arizona in the United States. We provide the Platform for use only by persons located in the United States. We make no claims that the Platform or any of its Content is accessible or appropriate outside of the United States. Access to the Platform may not be legal by certain persons or in certain countries. If you access the Platform from outside the United States, you do so on your own initiative, at your own risk, and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Platform will be free of viruses or other destructive code.

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, MALWARE, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY PLATFORM LINKED TO IT.

YOUR USE OF THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM IS AT YOUR OWN RISK. THE PLATFORM, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER INTERMODAL POOL NOR ANY PERSON ASSOCIATED WITH INTERMODAL POOL MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PLATFORM. WITHOUT LIMITING THE FOREGOING, NEITHER INTERMODAL POOL NOR ANYONE ASSOCIATED WITH INTERMODAL POOL REPRESENTS OR WARRANTS THAT THE PLATFORM, ITS CONTENT, ANY FORMS OR TEMPLATES PROVIDED, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVERS THAT MAKE IT AVAILABLE ARE FREE OF VIRUSES, MALWARE, OR OTHER HARMFUL COMPONENTS, OR THAT THE PLATFORM OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PLATFORM WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

INTERMODAL POOL DOES NOT INSPECT, REVIEW OR VERIFY THE VENDOR PROFILES, MEMBER CONTRIBUTIONS, ANY POSTINGS, RESERVATION AGREEMENTS, EQUIPMENT, SERVICES, OR ANY REPRESENTATIONS OR WARRANTIES MADE BY THE VENDORS, CUSTOMERS OR ANY USERS. EVEN IF INTERMODAL POOL DOES ACTUALLY PERFORM ANY OF THESE TASKS, IT DOES SO FOR ITS OWN CONVENIENCE AND INFORMATION, DOES NOT DO SO FOR THE BENEFIT OF ANY USER AND DOES NOT OWE A DUTY TO ANY USER TO DISCLOSE ITS FINDINGS TO ANY USER. YOU ARE RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS AND INTERMODAL POOL ACCEPTS NO LIABILITY WITH RESPECT THERETO, INCLUDING BUT NOT LIMITED TO THE FAILURE OR DELAY OF INTERMODAL POOL TO PROVIDE TO A REQUESTING VENDOR OR CUSTOMER, THE CONTACT INFORMATION OF THE OTHER PARTY FOR THE PURPOSES OF NOTICES, CONSENTS, OR OTHERWISE UNDER A CONFIRMED RESERVATION OR RESERVATION AGREEMENT.

TO THE FULLEST EXTENT PROVIDED BY LAW, INTERMODAL POOL HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE INTERMODAL POOL PARTIES BE LIABLE FOR LOSSES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PLATFORM, ANY WEBSITES OR APPLICATIONS LINKED TO IT, ANY PAYMENT OR PAYOUT METHODS OR TRANSACTIONS WITH STRIPE, ANY THIRD PARTY VENDORS OR PROCESSORS PROVIDING SUCH PAYMENT OR PAYOUT SERVICES, ANY CONTENT ON THE WEBSITE OR OTHER WEBSITES, THE EQUIPMENT OR SERVICES, OR INTERACTIONS WITH ANY OTHER USERS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. IN NO EVENT WILL INTERMODAL POOL BE LIABLE, IN THE AGGREGATE FOR THE TERM AND ANY RENEWAL TERM, FOR LOSSES OF ANY KIND EXCEEDING THE SUM OF **ONE HUNDRED DOLLARS (\$100.00)**. THE FOREGOING LIMITATION OF LIABILITY IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN INTERMODAL POOL AND YOU. YOU ACKNOWLEDGE AND AGREE THAT INTERMODAL POOL WOULD NOT HAVE PROVIDED THE PLATFORM FOR YOUR USE IN THE ABSENCE OF THIS LIMITATION OF LIABILITY.

THE FOREGOING LIMITATION OF LIABILITY DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Intermodal Pool Parties from and against any and all Losses, including but not limited to any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of or relating to your violation of these Terms of Use, your use of the Platform, including, but not limited to, your Member Contributions, your interaction with any User, your creation of your Vendor Profile, your Reservation of Equipment or Services, the use of any Equipment or Services, any use of the Platform's Content, services, and products, your use of any templates or forms (e. g. , Reservation Agreements, etc.) that may be provided by Intermodal Pool, your use of any payment or payout methods provided by third party service providers such as Stripe, credit card or debit card vendors or processors, or your use of any information obtained from the Platform.

Governing Law and Jurisdiction

All matters relating to the Platform and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the State of Arizona or any other jurisdiction).

You and we agree to submit to the personal jurisdiction of the federal courts of the United States or the courts of the State of Arizona, in each case located in the County of Maricopa, for any actions for which the parties retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction, including but not limited to, prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Arbitration Agreement.

Please read this arbitration agreement contained in this Section (“**Arbitration Agreement**”) carefully. It affects your rights. Most of your concerns about these Terms of Use can be addressed simply by contacting us at info@intermodalpool.com. In the unlikely event we cannot resolve any disputes, including any claims under these Terms of Use, that you or we may have, you and we agree to resolve those disputes through binding arbitration. You and we agree that any arbitration will take place on an individual basis only. You and we agree to waive the right to a trial by jury, to participate in private attorney general actions, class arbitrations and class actions. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury. It has more limited discovery than in court and is subject to limited review by courts.

For the purpose of this Arbitration Agreement, references to "we", "us" and "our" refers to Intermodal Pool, and its respective parents, subsidiaries, affiliates, service contract insurers, agents, employees, successors and assigns. The Federal Arbitration Act shall govern the interpretation and enforcement of this Arbitration Agreement. This Arbitration Agreement shall survive the termination of these Terms of Use.

This Arbitration Agreement is intended to be interpreted broadly, and it includes any dispute: (1) arising out of or relating in any way to these Terms of Use or to the relationship between you and us, whether based in contract, tort, statute, fraud, misrepresentation or otherwise; (2) that arose either before this Arbitration Agreement was entered into by you and us or that arises after this Arbitration Agreement or Agreement is terminated; and (3) that currently is the subject of a purported class action litigation in which you are not a Member of a certified class.

Notwithstanding the foregoing, this Arbitration Agreement does not preclude you from bringing an individual action in small claims court or from informing any federal, state or local agencies or entities of your dispute. Such agencies or entities may be able to seek relief on your behalf.

If you or we intend to seek arbitration you and we must first send to the other a written Notice of Claim ("**Notice**") by certified mail. Your Notice to us must contain your address to which all communications from us and our attorneys and agents regarding your claim may be sent and must be addressed to: 1801 E Camelback Rd Ste 102/1160 Phoenix, AZ 85016 , Attn: Jordan Theobald. Our notice to you will be addressed to the address you have specified in your Notice, or if none is specified in your Notice, then as specified in your on your Account registration, or if

you have not registered for an Account, to your residence, place of business, or such other address as you indicate to us, or that we are able to find for you using reasonable diligence. The Notice must describe the dispute and state the specific relief sought. If you and we do not resolve the dispute within thirty (30) days after receipt of the Notice, you or we may initiate an arbitration proceeding with Judicial Arbitration & Mediation Services (“**JAMS**”) office in Maricopa County, Arizona. Such dispute is to be resolved via binding arbitration conducted by single arbitrator under JAMS' streamlined arbitration rules, without any third-party discovery. You can obtain the forms necessary to initiate an arbitration proceeding by visiting www.jamsadr.com or by calling 1-800-352-5267. With respect to the cost of the arbitration, if you initiate arbitration against us, you must pay all costs of arbitration, including but not limited to the JAMS Case Management Fee required by JAMS and the arbitrator's professional fees.

Unless you and we agree otherwise, any arbitration hearings will take place in Maricopa County, Arizona. Each party shall bear its own attorneys fees' and expenses, including but not limited to costs of expert witnesses.

At the conclusion of the arbitration hearings, the arbitrator shall issue an “Arbitrator's Award” consisting of a written statement stating the disposition of each claim and which includes an explanation of the essential findings and conclusions on which the Arbitrator's Award is based. You and we agree not to disclose any settlement offers to the arbitrator until after the arbitrator has issued the written decision. Judgment on the Arbitration Award shall be enforceable in any court of competent jurisdiction.

CLASS ACTION WAIVER . To the extent either declaratory or injunctive relief is sought in the arbitration, such relief can be awarded only to the extent necessary to provide the relief warranted by a party's individual claim. YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AND WE AGREE TO WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM. The arbitrator shall not have authority to combine or aggregate similar claims or conduct any class action or make any award to any person or entity not a party to the arbitration. Any claim that all of part of this Class Action Wavier is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO LITIGATE THROUGH A COURT, TO HAVE A JUDGE OR JURY DECIDE THEIR CASE AND BE A PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND INSTEAD CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.

Unless you and we agree otherwise, the arbitrator may not consolidate the dispute of another person with your or our dispute and may not preside over any form of a representative or class proceeding. If this specific provision of this Arbitration Agreement is found to be unenforceable, then the entirety of the Arbitration Agreement and Class Action Waiver shall be null and void.

If Intermodal Pool changes this "Arbitration Agreement" section after the date you last accepted these Terms of Use (or accepted any subsequent changes hereto), you may reject any such change by sending us written notice (including by email) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of our Communication to you notifying you of such change. By rejecting any change, you are agreeing

that you will arbitrate any claim or dispute between you and Intermodal Pool in accordance with the provisions of this "Arbitration Agreement" section as of the date you last accepted these Terms (or accepted any subsequent changes to these Terms).

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PLATFORM MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Export Control

You may not export or re-export any portion of the Platform: (a) into any United States embargoed countries; or (b) to anyone on the U. S. Treasury Department's list of Specially Designated Nationals or the U. S. Department of Commerce's Denied Persons List or Entity List. By using the Platform, you represent and warrant that you are located in the United States and that you are not listed on any U. S. Government list of prohibited or restricted parties. You agree that you will not use the Platform for any purpose prohibited by U. S. law.

Waiver and Severability

No waiver of by Intermodal Pool of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Intermodal Pool to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

The exercise by a party of any of its remedies under these Terms of Use shall not preclude the exercise of any other right or remedy under these Terms of Use or applicable law.

Entire Agreement; No Assignment; No Third Party Beneficiaries.

The Terms of Use and Privacy Policy constitute the sole and entire agreement between you and Intermodal Pool regarding the Platform and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Platform. You may not assign or transfer these Terms of Use without the prior written consent of Intermodal Pool, which consent may be given or not in its sole and absolute discretion. Intermodal Pool may assign or transfer these Terms of Use without restriction. Subject to the foregoing, these Terms of Use shall inure to the benefit, and bind, the parties hereto, and their successors and assigns. There are no third party beneficiaries to these Terms of Use.

Failed Payments

If Intermodal Pool is unable to process a payment contemplated herein, (e. g. a payment fails), Stripe may re-try the payment method on file and Intermodal Pool will make an attempt to contact the Customer and complete payment by email. After this attempt, it is solely the Vendor's responsibility to enforce payment of uncollected fees and/or block Customer from using Equipment or Services.

Disputes

If a Customer disputes any charge made on the Intermodal Pool Website and the dispute results in a chargeback, the Vendor agrees to return any funds paid out related to the disputed charge to Intermodal Pool including any fees assessed by the payment processor.

Your Comments and Concerns

This website is operated by Intermodal Pool, LLC. , an Arizona company.

All notices of copyright infringement claims should be sent to the copyright agent designated in our Copyright Policy in the manner and by the means set out therein.

All other feedback, comments, requests for technical support, and other communications relating to the Platform ("**Feedback**") should be directed to: info@intermodalpool.com. You agree that all Feedback you give us will be Intermodal Pool's sole and exclusive property. You hereby irrevocably assign to Intermodal Pool all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent, copyright, trade secret, moral and other proprietary or intellectual property rights therein. You hereby waive any moral rights you may have in such Feedback. At Intermodal Pool's request and expense, you will execute documents and take such further acts as Intermodal Pool may reasonably request to assist Intermodal Pool in acquiring, perfecting, and maintaining its intellectual property rights in and to the Feedback.