

TERMS OF USE Last Modified: October 9, 2019

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1. USE OF THE SITE

Your use of the Site indicates that you have read, understand, agree and accept all then-current Terms, including other notices and click-through agreements that we may post on the Site from time to time, all of which are incorporated herein by reference. We may update these Terms with changes from time to time and without prior notice to you. In such event, we will post a notification on the Site’s main page and will update the “last modified” date on the Terms. Your continued use of the Site following such changes will be deemed your acceptance of those changes. If you do not agree to the Terms, whether in whole or in part, do not use the Site.

You represent that you are at least eighteen (18) years old and agree to use the Website in a manner consistent with any and all applicable laws, regulations, and these Terms. You agree not to upload or transmit to the Site any computer viruses or other malware designed to interfere with, interrupt or disrupt the normal operating procedures of a computer. Any unauthorized modification, tampering, or change of any information, or any interference with the availability of or access to the Site is strictly prohibited. We reserve the right at any time to modify, edit, suspend, or delete the Site (or any portion thereof) with or without notice, which includes without limitation, our right to terminate your use of the Site in the event we determine, in our reasonable discretion, that your use of the Site is in violation of the Terms or is otherwise illegal, harmful, or inappropriate.

We will not be liable to you or any third party for the exercise of our right(s) under the Terms. You agree to indemnify, release and hold us harmless, as well as our officers, directors, agents, representatives and employees, from any claim, liability, loss, expense or demand (including reasonable attorney fees) related to your violation of the Terms.

2. SITE CONTENT

Our Content: By using the Site, you may obtain certain information related to our company and services in accordance with the Terms. So long as you comply with the Terms, we grant you a non-exclusive, non-transferable, limited right to enter, display, and use the Site for its general purpose. Subject to the paragraph below, and unless otherwise indicated, we and/or our licensors or other respective owner(s), as applicable, own the applicable intellectual property rights in the Site and its contents, including without limitation, logos, names and descriptions of services, designs, custom graphics, button icons, page headers, trademarks, service marks, copyrights, audio, video, images, text, and other related material (collectively, “**Our Content**”). Without limitation, ACBL, as well as related names and symbols, are registered trademarks protected in the United States and throughout the world, and the Site is copyrighted under United States laws and protected by worldwide copyright laws and treaty provisions. Other than for identification of our services, the trademarks, service marks, and trade names displayed on the Site may not be used without the prior written authorization of the owner of the mark. Except as otherwise expressly set forth, you may not copy, display, distribute, modify, sell, or transmit any of Our Content or any other content originating from or otherwise copied from the Site for any purpose (whether personal, business, commercial, or public) without our prior and express written consent.

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3. THIRD-PARTY LINKS

Links on the Site to any third-party website(s) are provided solely as a convenience to you and does not mean that we approve, endorse, or accept any responsibility for the content of such website(s). By using such links, you may be redirected from the Site. We do not and cannot control the administration and/or content of third-party website(s), and therefore we do not make any representations, or give any warranties, expressed, implied, or otherwise, about such third-party website(s). Thus, if you decide to access any of the third-party website(s) linked to the Site, you do so at your own risk.

4. DISCLAIMERS

All information contained on the Site is provided "as is" to you without express or implied warranties of any kind, including, without limitation, warranties of merchantability, non-infringement of intellectual property, or fitness for any particular purpose. We will not be liable for any delay, difficulty in use, inaccuracy of or possible deletion of information, failure to store communications or personalized settings, computer viruses, malicious code, or other defect in the Site, or for the incompatibility between the Site, file, and your browser or other website accessing program; nor will we be liable for any other problems experienced by you as a result of use of the Site, which includes without limitation your submission of User Content through the Site or any third-party links. No license to you is implied in these disclaimers.

TO THE FULLEST EXTENT OF APPLICABLE LAW, IN NO EVENT WILL WE OR OUR REPRESENTATIVES BE LIABLE TO YOU OR YOUR AFFILIATES FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR OTHER DAMAGES, LOSSES, OR EXPENSES WHATSOEVER (INCLUDING WITHOUT LIMITATION THOSE RESULTING FROM LOST PROFITS, LOST DATA, LOSS OF USE, THIRD PARTY CLAIMS, LOSS OR DAMAGE TO PROPERTY, OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE THE SITE, ANY THIRD-PARTY LINKS, SITE CONTENT, USER CONTENT, SERVICES, OR OTHER INFORMATION CONTAINED ON THE SITE, AND WHETHER OR NOT BASED IN WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF THE POSSIBILITY OF SUCH DAMAGES HAS BEEN ADVISED. IF YOUR USE OF THE SITE RESULTS IN YOUR NEED FOR SERVICING, REPAIR, OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ALL COSTS THEREOF. YOU ASSUME ALL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACKUP AND VIRUS CHECKING AS YOU DEEM NECESSARY.

5. MISCELLANEOUS

These Terms, including any legal notices and disclaimers contained on the Site, constitute the entire agreement between you and us with respect to the subject matter hereof and supersede all prior agreements and understandings, whether oral or written, with respect thereto. Our failure or delay to exercise any right under these Terms will not operate as a waiver thereof, nor will the single or partial exercise of any such right preclude or limit any other or further exercise thereof or the exercise of any other right thereto or under the Terms.

The Terms will be interpreted and enforced under the laws of the State of Indiana, without regard to its conflict of laws principles. You agree that any action or proceeding arising out of or in connection with these Terms will be brought exclusively in the U.S. District Court for the Southern District of Indiana, or, if such court does not have subject matter jurisdiction, then in the Indiana State Courts located in Clark County, and you hereby expressly consent to personal jurisdiction in such courts. No presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions hereof. If any provision of these Terms is held to be illegal, invalid, or unenforceable in any respect, you agree that such term or provision shall be deemed to be modified to the extent necessary to permit its enforcement to the maximum extent permitted by applicable law. No provision of the Terms that may be deemed invalid or unenforceable may in any way invalidate or make unenforceable any other provision or provisions of the Terms, all of which will otherwise remain in full force and effect.

6. CONTACT

For questions regarding these Terms, you may call (800) 457-6377, e-mail ACBLlegal@bargaeacbl.com, or mail questions to:

Attn: Legal Department American Commercial Barge
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