

Terms and Conditions

Your access to and use of this website are subject the following Terms and Conditions, which incorporate the separately posted **Privacy Policy** and other policies, as well as any modifications to such policies, and all applicable laws and regulations (the "Terms"). If any area within or feature offered by this website contains specific terms and conditions concerning its use, those specific terms and conditions are in addition to and made a part of these Terms. To the extent there is a direct conflict between such separately posted policies or specific terms and conditions and these Terms, those separately posted policies or specific terms and conditions shall govern. These Terms do not govern your access to or use of any websites of STRAHNET™ or its affiliates based outside the United States of America or of any services offered by STRAHNET™ or its affiliates outside the United States of America.

Use of this website signifies your agreement to these Terms, which constitute a legal agreement between you and STRATEGIC HIGHWAY SUPPLY NETWORK LLC. ("STRAHNET™", "we" or "us"). Please read these Terms carefully before using this website. If you do not accept these Terms in their entirety, do not access or use this website.

In consideration of your use of this website, you represent that you are of legal age to form a binding contract and are not a person barred from agreeing to these Terms or using this website under the laws of the United States or any other jurisdiction. If you are registering as a business entity, you represent that you have the authority to bind the entity to these Terms.

CHANGES

We reserve the right to modify these Terms or to impose additional terms and conditions with respect to this website from time to time without prior notice. Such modifications and additions shall be effective immediately upon notice thereof, which may be given by any means, including without limitation posting the modified Terms or additional terms and conditions on this website. All users of this website or other STRAHNET™ service should review these Terms periodically and prior to any use of the website. You agree that you shall be deemed to be apprised of and bound by any modification by STRAHNET™ to these Terms. ANY ACCESS OR USE OF THIS WEBSITE OR OTHER U.S.-BASED STRAHNET™ WEBSITE BY YOU AFTER NOTICE OF MODIFICATIONS OR ADDITIONS TO THESE TERMS SHALL CONSTITUTE AND BE DEEMED TO BE YOUR AGREEMENT TO SUCH MODIFICATIONS OR ADDITIONS. No modification to these Terms by any party other than STRAHNET™ shall be valid or enforceable against STRAHNET™ unless expressly agreed to by STRAHNET™ in a writing signed by a duly authorized officer of STRAHNET™.

USER CONDUCT AND RESPONSIBILITY

STRAHNET™ provides this website to, among other things, enable users with requests for product and service information to contact the companies that are a part of STRAHNET™ database of companies and are listed on this website ("Suppliers") and any other third parties that may advertise on this website or provide services, features or information about this website or to STRAHNET™ ("Providers"). This website incorporates online collaborative applications and tools to allow users to obtain pricing and other information about products and services listed on this website. Descriptions of, or references to, products or services offered by Suppliers or Providers on this website do not imply endorsement of any product or service, or constitute a warranty, by STRAHNET™ or its affiliates.

The passage of time can render information stale, and you should not rely on the continued accuracy of information posted by other users. STRAHNET™ and its content suppliers have no responsibility to update any information contained in any such material. All viewers should carefully check to determine if material contained on this site or in reports developed from such materials include any dated content and conduct themselves accordingly.

You agree to: (a) provide true, accurate, current and complete information about yourself and (b) maintain and make reasonable efforts to promptly update the information to keep it true, accurate, current and complete. We have the right to suspend or terminate your account (if any) and refuse all current or future use of this website or the services provided in connection therewith (or any portion thereof) for any reason. Further, any user accounts and access or user profile information created or provided in connection with this website may not be transferred or sold to another party.

SUBMISSION OF CONTENT

You understand that all information including without limitation information provided when signing up for a STRAHNET™ account or requesting quotes, data, text, photographs, images, graphics, videos, messages, logos or other materials (collectively, "Content"), whether publicly posted on (including any forums or other public areas) or privately transmitted through (whether to us, other users, Suppliers or Providers) this website, is the sole responsibility of the person from which such Content originated. This means that you, and not STRAHNET™ or its affiliates, are entirely responsible for all Content that you upload, post, list, email, transmit or otherwise make available via this website, which acts as a passive conduit for your online distribution and publication of that Content. Under no circumstances will STRAHNET™ or its affiliates be liable in any way for any Content posted by you or third parties, including, but not limited to, for any errors or omissions in any such Content, or for any loss or damage of any kind incurred as a result of the use of any such Content posted, listed, emailed, transmitted or otherwise made available via this website. Neither STRAHNET™ nor its affiliates control the Content posted by you or third parties and, as such, does not guarantee the accuracy, integrity or quality of such Content. You understand that by using this website, you may be exposed to Content that is offensive, indecent or objectionable. Notwithstanding the foregoing, although you acknowledge STRAHNET™ does not pre-screen Content, we retain the right, which we may or may not exercise in our sole discretion, to review, edit or delete any material that we deem to be illegal, offensive or otherwise inappropriate, or we otherwise deem to violate these Terms of Use.

You may not list any Content on this website (or consummate any transaction that was initiated using this website) that could cause us to violate any applicable law, statute, ordinance or regulation, or that violates any patent, trademark, other intellectual property rights, trade secrets or any other rights of another party. Furthermore, you agree that you will not use this website or our services or applications for chain letters, junk mail, "spamming" or commercial solicitations or to send any message or Content that (a) is libelous, defamatory, vulgar, obscene, pornographic, threatening, invasive of privacy or publicity rights, hateful, abusive or illegal; (b) contains viruses or other features that might contaminate or destroy this website; (c) infringes the patent, trademark, copyright, trade secret or other intellectual property rights of any other person or party; (d) impersonates any person or entity or falsely represents your affiliation with another person or entity; (e) contains a computer virus or code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or (f) otherwise gives rise to liability or violates any other applicable law.

Except as otherwise expressly provided herein or in the separately posted **Privacy Policy**, any communication or Content, including personal information, you post or list on this website or transmit to STRAHNET™ by electronic mail or otherwise, including without limitation any essays, questions, comments, suggestions or the like, is and will be treated as non-confidential and non-proprietary and you hereby grant STRAHNET™, Suppliers and Providers (and their respective affiliates, agents or contractors) and other users a non-exclusive license to such material for any purpose, including without limitation reproduction, modification, disclosure, transmission, publication, broadcast and posting, and for advertising, publicity or promotional purposes in any media, now known or hereafter conceived or created, without further permission, consent, payment or other consideration, unless prohibited by law. Furthermore, STRAHNET™, Suppliers and Providers (and their respective affiliates, agents or contractors) are free to use any ideas, concepts, know-how or techniques contained in any such communication or Content for any purpose whatsoever, including without limitation developing, manufacturing and marketing products or services using information contained in such communication or Content.

STRAHNET™ CONTENT

Content posted by STRAHNET™ is provided for informational purposes only and is not binding on STRAHNET™ in any way except to the extent it is specifically indicated to be so. STRAHNET™ may change, delete or update any Content it has posted at any time and without prior notice. Any use, modification, reproduction or distribution of Content posted on this website by STRAHNET™, except as specifically permitted in these Terms or as otherwise expressly permitted in the Content or in a writing signed by STRAHNET™, is strictly prohibited.

COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY

Unless otherwise noted, STRAHNET™ or its affiliates, Suppliers, Providers or other third parties own all Content, and the compilation thereof, on the website, including, without limitation, all copyrights, trademarks, trade secrets, trade names, logos, and other intellectual property rights thereto, as well as text, images, graphics, logos, audio, video and other material appearing on the website.

LIMITED LICENSE

You may only view and use this website and the Content on this website to obtain information on products, services, industries, news on this website. Except as set forth herein, you may not reproduce, copy, modify, transmit, display, publish, sell, license, transfer create derivative works, perform or distribute or otherwise make available to any information service or other third party, by any means, method or process whatsoever, now known or hereafter developed, any of the Content on or transmitted through this website, including without limitation by transferring, downloading or otherwise copying any such Content onto any disk drive or other storage medium, now known or hereafter developed. Without limiting the foregoing, you may not use or permit the use of the Content to prepare an original database or a comparison to other databases that are sold, rented, published, or furnished in any manner to a third party. You may not scrape the website or otherwise make any use of data mining, robots, or similar data gathering and extraction tools. Notwithstanding the foregoing, you may make print, download or otherwise make a single copy of listings and information contained herein provided such copies are solely for your internal use and are not distributed to any third parties for commercial purposes or financial gain and provided that in each such copy you retain intact all copyright and other proprietary notices.

If you wish permission to publish, broadcast or otherwise distribute Content on this website, please **click here** to make an inquiry to our contributor moderator. Any reproduction permitted under these Terms must contain notice of STRATEGIC HIGHWAY SUPPLY NETWORK LLC's copyright as follows: "Copyright © 2017 Strategic Highway Supply Network, LLC. All rights reserved."

NOTICE AND PROCEDURE FOR MAKING CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement or your intellectual property rights have otherwise been violated, please provide the STRAHNET™ copyright agent the written information specified below:

- i. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- ii. A description of the copyrighted work or other intellectual property that you claim has been infringed;
- iii. A description of where the Content that you claim is infringing is located on a STRAHNET™ website, including the permanent URL, if possible;
- iv. Your address, telephone number, facsimile number and email address;
- v. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or other intellectual property owner, its agent or the law; and

- vi. A statement by you, under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or other intellectual property owner or are authorized to act on behalf of the copyright or other intellectual property owner.

The STRAHNET™ Copyright Agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

Email: webmaster@strahnet.com

Strategic Highway Supply Network LLC
Attn: Site Administration
90 State Street
STE 700 Office 40
Albany, NY 12207

STRAHNET™ may terminate the accounts of repeat infringers or block their future access to the site.
NO ENDORSEMENT OF LINKED THIRD-PARTY WEBSITES

Links to other websites do not imply an endorsement or approval of the Content disseminated by publishers at those websites, nor does the existence of a link to another website imply that the organization or person publishing at that website endorses any of the Content at this website. STRAHNET™ and its affiliates are not responsible for and do not control the availability, Content, policies or practices of any website linked to this website. In addition, you may be bound by the terms of use and privacy provisions of other websites.

TERMINATION

These Terms are effective until terminated by either you or STRAHNET™. You may terminate these Terms at any time by destroying all Content obtained from this website and all related documentation and all copies and installments thereof whether made under the terms of these Terms or otherwise. STRAHNET™ may terminate your right to access or use this website or any feature or portion thereof or change, suspend or discontinue all or any aspect or portion of this website, or any service, feature or product offered through it, at any time, without notice or liability to you, any other user or any third party. Upon termination, you are no longer authorized to access this website and you must destroy all copies of any Content obtained from this website. The restrictions imposed on you with respect to the Content, and the disclaimers, indemnities and limitations of liabilities set forth in these Terms shall survive termination.

DISCLAIMER

Content posted by STRAHNET™ may contain errors, omissions or typographical errors or may be out of date. STRAHNET™ MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS WEBSITE OR ITS CONTENTS, WHICH ARE PROVIDED FOR USE "AS IS" AND "AS AVAILABLE", OR THAT THIS WEBSITE OR ITS CONTENTS WILL BE AVAILABLE, ACCURATE, COMPLETE OR TIMELY. STRAHNET™ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THIS WEBSITE, ANY WEBSITE WITH WHICH IT IS LINKED AND ANY PRODUCTS OR SERVICES LISTED ON THIS WEBSITE. STRAHNET™ DOES NOT WARRANT THE FUNCTIONS, INFORMATION OR LINKS CONTAINED ON THIS WEBSITE OR THAT ITS CONTENTS WILL MEET YOUR REQUIREMENTS, THAT THIS WEBSITE OR ITS CONTENTS ARE FIT FOR ANY PARTICULAR PURPOSE OR THAT THE OPERATION OF THIS WEBSITE OR ITS CONTENTS WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED OR THAT THIS WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES, WORMS, TROJAN HORSES, CANCELBOTS OR OTHER HARMFUL COMPONENTS. YOU (AND NOT STRAHNET™) ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION. STRAHNET™ DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE CONTENT OR MATERIALS ON THIS

WEBSITE IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. YOU EXPRESSLY AGREE THAT THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS WEBSITE AND THE ACCURACY OR COMPLETENESS OF THE CONTENT IS ASSUMED SOLELY BY YOU. ALL PRODUCTS AND SERVICES LISTED ON THIS WEBSITE ARE SUBJECT TO ANY APPLICABLE WARRANTIES AND REPRESENTATIONS OF THEIR RESPECTIVE MANUFACTURERS. ACCORDINGLY, STRAHNET™ MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT TO ANY PRODUCT OR SERVICE LISTED ON THIS WEBSITE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, STRICT LIABILITY OR TORT, SHALL STRAHNET™, ITS AFFILIATES, LICENSORS OR CO-BRANDERS, SUPPLIERS, PROVIDERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AGENTS, CONTRACTORS AND INFORMATION PROVIDERS (COLLECTIVELY, " STRAHNET™ PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA OR PROFIT, ARISING OUT OF THE USE, OR THE INABILITY TO USE, THE CONTENT OR MATERIALS ON THIS WEBSITE, OR THEIR CONDUCT IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING OR DELIVERING SERVICES, EVEN IF A STRAHNET™ PARTY OR A STRAHNET™ PARTY AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOUR USE OF CONTENT OR MATERIALS FROM THIS WEBSITE RESULTS IN THE NEED FOR SERVICING, REPAIR OR CORRECTION OF EQUIPMENT OR DATA, YOU ASSUME ANY COSTS THEREOF. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL A STRAHNET™ PARTY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT OR NOT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), EXCEED THE AMOUNT PAID BY YOU, IF ANY, FOR ACCESSING THIS WEBSITE. THIS LIMITATION ON LIABILITY INCLUDES, BUT IS NOT LIMITED TO, THE TRANSMISSION OF ANY VIRUSES WHICH MAY INFECT A USER'S EQUIPMENT, FAILURE OF MECHANICAL OR ELECTRONIC EQUIPMENT OR COMMUNICATION LINES, TELEPHONE OR OTHER INTERCONNECT PROBLEMS (e.g., YOU CANNOT ACCESS YOUR INTERNET SERVICE PROVIDER), UNAUTHORIZED ACCESS, THEFT, OPERATOR ERRORS, STRIKES OR OTHER LABOR PROBLEMS OR ANY FORCE MAJEURE.

INDEMNITY

You agree, to the fullest extent permitted by law, to indemnify, defend and hold harmless STRAHNET™ PARTIES from and against any claims, liability, losses, costs and expenses (including but not limited to reasonable attorneys' fees) incurred by any STRAHNET™ PARTY in connection with any violation of these Terms by you and any use or alleged use of this website under your password by any person, whether or not authorized by you. STRAHNET™ reserves the right to assume the exclusive defense and control, at its own expense, of any matter otherwise subject to indemnification by you. In such case, you agree to cooperate with STRAHNET™ defense of such claim.

MOBILE SERVICES

This website may provide certain services that are available to you via your mobile phone or other mobile device if you have subscribed to them, including the ability to use your mobile device to contact Suppliers and Providers about their products or services, receive and reply to messages from STRAHNET™ and access certain other features (collectively, the "Mobile Services"). Your mobile carrier's normal messaging, data, and other rates and fees may apply to your use of the Mobile Services. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your mobile carrier, and not all Mobile Services may work with all carriers or devices. Therefore, you are responsible for checking with your mobile carrier to determine if the Mobile Services are available for your mobile devices, what restrictions, if any, may be applicable to your use of the Mobile Services and how much they will cost you.

By using the Mobile Services, you agree that STRAHNET™ may communicate with you by SMS, MMS or other electronic means to your mobile device and that certain information about your usage of the Mobile Services may be communicated to STRAHNET™. In the event you change or deactivate your mobile telephone number, you agree to promptly update your mobile subscription account information with us to ensure that the messages STRAHNET™ intends to send to you are not sent to another person or entity who acquires such mobile telephone number.

JURISDICTIONAL ISSUES

This website is controlled and operated by STRAHNET™ from its offices and contracted locations nationwide in the, United States of America. Access to or use of this website shall not be construed as STRAHNET™' purposeful avilment of the privilege or benefits of doing business in any state or legal jurisdiction. STRAHNET™ makes no representation that Content on this website is appropriate or available for use in other locations. Those who choose to access this website from other locations do so on their own initiative and are responsible for compliance with local laws, if and to the extent local laws are applicable. You and STRAHNET™ consent to bring any action to enforce these Terms in the federal or state courts located in the County of New York, State of New York, United States of America. Additionally, these Terms shall be governed by and construed in accordance with, and any claims brought against STRAHNET™ shall be governed by, the laws of the State of New York, United States of America without regard to its choice of law principles.

Software from this website is further subject to United States export controls. No software from this website may be downloaded or otherwise exported or re-exported (i) into Syria, North Korea, Iran, Iraq, Libya, Cuba or any other country to which the United States has embargoed goods; (ii) to a national or resident of same; or (iii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using this website or any software provided through this website, you represent and warrant that you are not located in, under the control of or a national or resident of any such country or on any such list.

You acknowledge and agree that if you are located outside the United States, providing STRAHNET™ with any personal or proprietary information through the site indicates your consent to the transmission of such personal or proprietary information over international borders as necessary for processing in accordance with STRAHNET™'s standard business practices.

MISCELLANEOUS

These Terms constitute the entire agreement between the parties relating to the subject matter herein. No waiver by STRAHNET™ of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. The headings and captions in these Terms are intended for convenience only and shall in no way affect the interpretation of the Terms.

STRAHNET™ and its affiliates shall not be liable for any nonperformance or delay in performance caused by any act beyond its reasonable control, including without limitation acts or omissions of third parties, unavailability of supplies, equipment failure, war, strikes, lock-outs, fire, flood or any other Act of God, any law, regulation, ordinance or other act or order of any court, government or governmental agency, or delays, unavailability, errors or other failures of the Internet or other data networks.

November 15, 2017