

General Terms and Conditions TankContainerFinder.com

These Terms and Conditions apply between Visitor/Subscriber/Seeker and Tank Container Finder.com, the provider of this Website. Your agreement to comply with and be bound by these Terms and Conditions is deemed to occur upon your first use and/or visit of this Website.

These Terms and Conditions set forth the standards of use of TankContainerFinder.com for Registered Subscribers and/or Seekers and/or other Visitors. By accessing and/or using TankContainerFinder.com, you agree to these Terms and Conditions. If you do not agree to the Terms and Conditions of this agreement, you should immediately cease all usage of and access to this Website. We reserve the right, at any time, to modify, alter, or update the Terms and Conditions of this agreement without prior notice. Modifications shall become effective immediately upon being posted at the www.TankContainerFinder.com website. Your continued use of the service of this Website after amendments are posted constitutes an acknowledgement and acceptance of the modifications. Except as provided in this paragraph, these Terms and Conditions may not be amended.

Definitions and Interpretation

In this Agreement the following terms shall have the following meaning:

"Account"	means collectively the personal information, payment information and credentials used by Registered Subscribers and Seekers to access paid content and / or any communications system on the Website;
"TankContainerFinder"	means the provider of the website www.tankcontainerfinder.com from the company with limited liability Logistic Matchmaker B.V., with its registered seat at Rotterdam, the Netherlands, also acting as Tank Container Finder.com;
"Lead" / "Leads"	views resulting in request(s) for tank lease and/or tank sale;
"Seekers"	means any party that accesses the Website with the purpose to seek containers;
"Service"	providing an online search platform for tank containers and provide our Registered Subscribers an opportunity to expose themselves as well as getting them connected by providing them leads;

"Subscribers" / "Registered Subscribers"	means any party, with an account, that accesses the Website with the purpose to offer tankcontainers or to seek tankcontainers;
"View" / "Views"	exposure of the Registered Subscriber logo as a result of Seekers search command. Showing the available numbers of tank of the Registered Subscriber;
"Visitor"	means any user, visitor, seeker or any other party visiting the Website;
"Website"	the Website www.tankcontainerfinder.com and any sub-domains of this site unless expressly excluded by their own terms and conditions.

1. TankContainerFinder is only providing the online service known herein as the Website: www.tankcontainerfinder.com. Subscriber must pay any fees related to such service. TankContainerFinder does not provide any other service than described herein. TankContainerFinder cannot be held liable in case the service does not (full and completely) works or does not fulfil the desired results.

2. The website is provided by Tank Container Finder.com on an "as is" basis. To the fullest extent permitted by applicable law, TankContainerFinder makes no representations or warranties of any kind, express or implied, regarding the use, results or benefits of this Website, nor in terms of the correctness, accuracy, reliability, or applicability of the data contained within it. In particular, TankContainerFinder makes no warrantee regarding the accuracy of the information on this Website, or its applicability for the purposes of lead generation, or the functionality of features. TankContainerFinder shall have no liability for any interruptions in the use of this web site, or for the posting of copyrighted information by its Subscribers. TankContainerFinder disclaims all warranties with regard to the information provided, including the implied warranties of merchantability and fitness for a particular purpose, and non-infringement.

3. TankContainerFinder shall not be liable for any damages whatsoever for the use or abuse of this site, and in particular TankContainerFinder shall not be liable for any special, indirect, consequential, or incidental damages, or damages for lost profits, loss of revenue, or loss of use, or tort, arising out of or related to this web site or the information contained in it, whether such damages arise in contract, negligence, tort, under statue, in equity, at law, or otherwise, even if TankContainerFinder has been advised of the possibility of such damages.

4. Subscriber agrees to indemnify and hold TankContainerFinder, its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorney's fees and costs, made by any third party due to or arising out of Subscriber's use of the Service, the violation of the agreement, or infringement by Subscriber, or other Visitor of the Service using Subscriber's computer, of any intellectual property or any other right of any person or entity.

5. All Subscribers shall receive access to the Website through an account with a password. Subscribers are entirely responsible for any and all activities that occur under their account whether authorized or not authorized. Subscriber agrees to notify TankContainerFinder of any unauthorized use of Subscriber's account or any other breach of security known or reasonably should be known to the Subscriber. Subscriber's right to use the Service is personal to the Subscriber. Subscriber agrees not to resell or make any commercial use of the Service without the express written consent of TankContainerFinder. Subscriber agrees not to post copyrighted information if they do not own the copyright. Subscriber agrees to abide by the rules of the system, to not attempt to, or be a party to activities designed to, damage the system. And Subscriber agrees that TankContainerFinder may terminate Subscribership at any time for a violation of the system's guidelines, or for non-payment, or for TankContainerFinder's convenience without recourse by or reimbursement to Subscriber.

6. Subscriber agrees that subscription fees for access to the Website shall be due and paid in advance, starting with Subscriber's initial registration. Subscriber agrees that the due amounts will be withdrawn automatically on a monthly basis on the last day of the preceding month. Subscriber agrees that fees on views and leads are based on post-calculation and shall be due and paid concurrently with the monthly fee of the following month. Subscriber agrees to authorize TankContainerFinder to automatically withdraw from Subscriber's account, which Subscriber agrees to allow TankContainerFinder maintain for the period of the Subscription.

7. Subscriber agrees that all data entered into or uploaded to the Website becomes the property of TankContainerFinder.

8. TankContainerFinder reserves the right to modify or discontinue the Service without notice to the Subscriber or any other third party/Visitor of the Website. TankContainerFinder shall not be liable to Subscriber or any other third party/Visitor of the Website should TankContainerFinder exercise its right to modify or discontinue the Service. Subscriber and/or any other party/Visitor of the Website acknowledges and accepts that TankContainerFinder does not guarantee continuous, uninterrupted

or secure access to the Website, and that operation of the Website may be interfered with or adversely affected by numerous factors or circumstances outside of TankContainerFinder's control.

9. The Website may include links to other sites on the Internet that are owned and operated by online merchants and other third parties. Subscriber or any other third party/Visitor of the Website acknowledges that TankContainerFinder is not responsible for the availability of, or the content located on or through, any third-party site. Subscriber or any other third party/Visitor of the Website should contact the site administrator or Webmaster for those third-party sites if Subscriber or any other third party/Visitor has any concerns regarding such links or the content located on such sites. Subscriber's or any other third party/Visitor of the Website of those third-party sites is subject to the terms of use and privacy policies of each site, and TankContainerFinder is not responsible therein. TankContainerFinder encourages all Subscribers or any other third party/Visitor of the Website to review the privacy policies of third-party sites.

10. Disclaimer Regarding Confidentiality of Subscriber Information: It is understood and agreed to that the Subscriber and TankContainerFinder would like to exchange certain information that may be considered confidential. TankContainerFinder and Subscriber or any other third party/Visitor of the Website shall keep all information exchanged within the connectivity of the Website confidential.

11. Disclaimer: Product specifications and other information have either been provided by the Subscribers and/or other third parties and/or have been collected from publicly available sources. Subscriber or any other third party/Visitor of the Website agrees that TankContainerFinder is under no obligation to ensure that the information on this Website is accurate, and, TankContainerFinder can make no representations or warranties as to the accuracy or reliability of any information provided on this Website. TankContainerFinder makes no warranties or representations whatsoever with regard to any product provided or offered by any Subscriber and/or any other third party/Visitor of the Website. Subscriber acknowledges that any reliance on representations and warranties provided by any other Subscriber and/or any other party/Visitor of the Website shall be at own risk.

12. Governing Jurisdiction of the Courts of Rotterdam: Regardless of where this Website is hosted or from where it is accessed, this Website is provided from the Netherlands. Consequently, Subscriber or any other third party/Visitor of the Website agrees that it shall be subject to the laws of the Netherlands, and such laws will govern these Terms and Conditions, without giving effect to any choice of law rules.

TankContainerFinder makes no representation that this Website or other services are appropriate, legal or available for use in other locations. Accordingly, if Subscriber or any other third party/Visitor of this Website chooses to access this site, Subscriber or any other third party/Visitor of the Website agrees to do so subject to the internal laws of the Netherlands.

13. All disputes rising under or in connection with these Terms and Conditions shall be exclusively brought before the competent court of Rotterdam the Netherlands. In any event TankContainerFinder's maximum liability shall be limited to an amount no greater than the subscription fees paid by the Subscriber within the prior year.

14. Compliance with Laws. Subscriber assumes all knowledge of applicable law and is responsible for compliance with any such laws. Subscriber may not use the Service in any way that violates applicable national, or international laws, regulations or other government requirements. Subscriber further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, national, or international law or regulation.

15. Copyright and Trademark Information: All content included or available on this site, including site design, text, graphics, interfaces, and the selection and arrangements thereof are pro proprietary rights of TankContainerFinder, all rights reserved, and/or third parties protected by intellectual property rights. Any use of materials on the Website, including reproduction for purposes other than those noted above, modification, distribution, or replication, any form of data extraction or data mining, or other commercial exploitation of any kind, without prior written permission of an authorized officer of TankContainerFinder is strictly prohibited. Subscriber or any other third party/Visitor of the Website agrees that they will not use any robot, spider, screen scraper or other automatic device, or manual process to monitor or copy our web pages or the content contained therein without prior written permission of an authorized officer of TankContainerFinder. TankContainerFinder, www.tankcontainerfinder.com and the "TCF" logo are proprietary marks of TankContainerFinder. TankContainerFinder's trademarks may not be used in connection with any product or service that is not provided by TankContainerFinder, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits TankContainerFinder. All other trademarks displayed on the Website are the trademarks of their respective owners, and constitute neither an endorsement nor a recommendation of those Subscribers. In addition, such use of trademarks or links to the websites of Subscribers is not intended to imply, directly or indirectly, that those Subscribers endorse or have any affiliation with TankContainerFinder.

16. Notification of Claimed Copyright Infringement: TankContainerFinder designates the following individual as its agent for receipt of notifications of claimed copyright infringement.

By Mail:

Legal Officer
Logistic Matchmaker B.V.
Bataviakade 34
3024 ST Rotterdam
The Netherlands

By Email: legal@tankcontainerfinder.com

17. Botnets: TankContainerFinder retains the right, at our sole discretion, to terminate any accounts involved with botnets and related activities. If any hostnames are used as command and control points for botnets, Intermodal Finder reserves the right to direct the involved hostnames to a honeypot, loopback address, logging facility, or any other destination at our discretion.

18. Other Terms: If any provision of these Terms and Conditions shall be unlawful, void or unenforceable for any reason, the other provisions (and any partially-enforceable provision) shall not be affected thereby and shall remain valid and enforceable to the maximum possible extent. You agree that these Terms and Conditions and any other agreements referenced herein may be assigned by TankContainerFinder, in our sole discretion, to a third party in the event of a merger or acquisition. These Terms and Conditions shall apply in addition to, and shall not be superseded by, any other written agreement between us in relation to your participation as a Subscriber or any other party/Visitor of the Website.

19. Subscriber or any other third party/Visitor agrees that by accepting these Terms and Conditions, Subscriber or any other third party/Visitor is also consenting to the fact that by applicable legislation TankContainerFinder can at most be regarded as data processor.