

WEBSITE TERMS AND CONDITIONS

Introduction

Pacer International, Inc. welcomes you to the Pacer International, Inc. website and the family of websites owned and operated by Pacer International, Inc. and its subsidiaries (each a “Site” and collectively, the “Sites”). These Website Terms and Conditions (these “Terms”) govern access to and use of the Sites and all applications, software, content and services available from the Sites (collectively, the “Services”), except to the extent the Services are the subject of a separate agreement, by you or the entity that you represent (“you” or “your”). Within these Terms, we may refer you to additional terms and conditions regarding your access to and use of the Sites and the Services, which you should read carefully (collectively with these Terms, this “Agreement”). Please read this Agreement carefully before using this Site. This Site is available for your use only if you acknowledge and agree to be bound by the terms and provisions of this Agreement. If you do not agree to be bound by the terms and provisions of this Agreement, do not access or use this Site. By your affirmative act of registering, accessing or using this Site, you acknowledge and agree that (1) you have read, and you are bound by, the terms and provisions of this Agreement, and (2) this Agreement constitutes a legal and binding agreement between you and Pacer International, Inc., a Tennessee corporation (“we,” “us” or “our”). Your rights to access or use this Site may be

limited further by federal, state, local or jurisdictional laws, rules and regulations.

User Eligibility

You must be an individual over the age of 18 to access and use this Site. By using this Site and in consideration of your use, you represent that you are 18 or more years of age and able to form a binding contract. For portions of the Site that require you to register, you must register in your own name and you represent and warrant that you are providing true and current registration information and you agree to keep this information current. You agree to receive from us all notices regarding your registered account and the Site electronically under the electronic notice procedures outlined below.

Changes to Our Website Terms and Conditions

We reserve the right, in our sole and absolute discretion, to amend, change, delete, modify, revise or update this Agreement at any time without notice to you (however, we will provide notice of any material changes to this Agreement to registered users of Sites to the extent required by law). Any such amendments, changes, deletions, modifications, revisions or updates will be effective immediately upon their publication on this Site. Accordingly, you acknowledge and agree that your continued access to and use of this Site after any such amendments, changes, deletions, modifications, revisions or updates will constitute your acknowledgement and agreement to be bound by such amendments, changes, deletions, modifications, revisions or updates. Because of the possibility that this Agreement could

change between your visits to this Site, we recommend that you check this Agreement each time you visit this Site.

Privacy Policy

Any personally identifiable information that we receive from you as a result of your use of this Site is subject to the terms and provisions of our Privacy Policy (www.pacercom/privacy_policy.html), which is incorporated by reference into this Agreement. By your affirmative act of either registering, accessing or using this Site, you acknowledge and agree that you have read the terms and provisions of our Privacy Policy (www.pacer.com/privacy_policy.html). With respect to any individual whose personal information is provided by you to us, you represent and warrant to us that you have obtained all necessary consents for the processing of such personal information contemplated by the Services you are using and by our Privacy Policy, including the transmission of such data in the United States or any other country whose laws, rules and regulations may not provide the same level of protection for the personal data as the laws, rules and regulations of such individual's country of origin.

Site Ownership; Limited License

This Site is owned by us. Any and all text, graphics, photographs, images, software, audio and video clips, links, logos, icons and other items and materials contained on this Site, including all associated intellectual property rights (collectively, the "Content") are the exclusive property of us, our affiliates and/or other individuals or entities. All registered and/or unregistered trademarks, trade dress or service marks displayed on the Site (collectively, the "Marks") are the exclusive property of us, our

affiliates and/or other individuals or entities that have granted us a license to use the Marks. The Content and the Marks are protected by copyright, trade secret, trademark, trade dress, service mark, unfair competition and other applicable laws, rules and regulations in the United States and other jurisdictions, whether or not such protections are expressly identified in this Agreement. Accordingly, except to the extent expressly provided in this Agreement, you may not amend, assign, change, communicate, convey, copy, create derivative works from, display, distribute, exploit, export, import, lease, loan, modify, post, publish, redistribute, rent, reproduce, republish, retransmit, revise, sell, transfer, transmit, update, upload or otherwise use, in whole or in part, the Content or the Marks without our prior express written consent.

Subject to the terms and provisions contained in this Agreement, we hereby grant you a limited, non-exclusive, non-sublicensable, non-transferable, personal and revocable license to access and use this Site, the Services and the Content solely to view the Site and its Content and to receive any Services offered from this Site. No other license to access or use this Site, the Services or the Content is granted or implied. You understand and agree that you may not remove, alter or cover any copyright or other proprietary notices placed on our Site or the associated Content.

Restrictions on the Use of this Site

You are responsible for all activity related to your access or use of the Site and the Services. You also are responsible for all activities under your password or registered account if you or if you allow others to use the relevant information to access and use the Site. In addition to the other restrictions contained in this Agreement, you

acknowledge and agree that you will not, directly or indirectly, without our prior express written consent, (1) disguise the origin of information transmitted to or through this Site, (2) access or use this Site, the Services or the Content for any purpose or in any manner inconsistent with the terms and provisions of this Agreement, (3) violate any federal, state, local or jurisdictional law, rule or regulation while accessing or using this Site, the Services or the Content, (4) infringe upon or violate the intellectual property rights, privacy rights, moral rights, rights of attribution or any other similar rights of any individual or entity while accessing or using this Site, the Services or the Content or posting any content or information on the Site, (5) post, publish or transmit any information on this Site that is abusive, defamatory, false, harassing, inaccurate, inappropriate, libelous, misleading, offensive, obscene, sexually explicit, threatening, unlawful, vulgar or otherwise objectionable, (6) post or publish any information on this Site that is intended to advertise or solicit business, including any multi-level marketing scheme, or that is a chain letter or part of a pyramid scheme, (7) harvest or collect information from the Site (including any user information) for the purpose of sending unsolicited bulk e-mail or other forms of unsolicited bulk communications, (8) install, upload or otherwise introduce any material to this Site that contains any time bombs, trojan horses, viruses, worms or other computer programming routines that could alter damage, expropriate, intercept or interfere with this Site, the Services or the Content, (9) frame or utilize framing techniques to enclose any portion or aspect of the Content, (10) corrupt, hack, modify or otherwise tamper with this Site, the Services or the Content, (11) impersonate any individual or misrepresent your affiliation with any individual or entity, (12) access or use this Site in any manner that reflects

negatively on our reputation or goodwill, or (13) post content or information in areas of the Site not expressly designated and approved by us for posting.

We are under no obligation to monitor this Site. However, you acknowledge and agree that we may monitor this Site to (1) comply with any necessary laws, rules and regulations, (2) operate this Site properly, or (3) protect you, us or our affiliates.

Links

As a courtesy to you, this Site may contain links to websites and resources owned by other individuals and entities (collectively, the "Third Party Sites"). If you utilize the links to the Third Party Sites, you will leave this Site. If you decide to visit the Third Party Sites, you acknowledge and agree that (1) you do so at your own risk, (2) it is your responsibility to guard against time bombs, trojan horses, viruses, worms or other computer programming routines that could alter damage, expropriate, intercept or interfere with your computer system, (3) we are not endorsing, nor are we responsible for, the information, advertising or the content contained on the Third Party Sites, or the products or services promoted, offered by or sold on the Third Party Sites (including anything that could be abusive, defamatory, false, harassing, inaccurate, inappropriate, libelous, misleading, offensive, obscene, sexually explicit, threatening, unlawful, vulgar or otherwise objectionable, or that could be in violation of any federal, state, local or jurisdictional law, rule or regulation), (4) your access to and use of the Third Party Sites is subject to the Third Party Sites' terms and conditions of use (including their respective privacy policies), (5) we are not responsible for the availability of the Third Party Sites, and (6) we

are not making any representations or warranties regarding the accuracy, appropriateness, availability, completeness, freedom from viruses, performance, quality, security or timeliness of the Third Party Sites or their contents (including the text, graphics, images, software, audio and video clips, links, logos, icons and other items and materials contained on the Third Party Sites).

Subject to the terms hereunder, you may link to this Site from your website through the placement of a plain textual link to <http://www.pacer.com>. Linking to any other page of this Site (including through deep links or framed links) is prohibited in the absence of a separate written agreement with us. Unless we otherwise provide our express written consent, any website or other device that links to <http://www.pacer.com> or any page available in this Site is prohibited from (1) replicating the Content, (2) using a browser or border environment around the Content, (3) implying in any fashion that we or any of our affiliates are endorsing it or its products or services, (4) stating any fact, or failing to state any fact, that is misleading or that otherwise implies that we or any of our affiliates are endorsing it or any of its products or services or that we or any of our affiliates has any relationship with it, (5) presenting false information about us or our products or services, and (6) using any of the Content or, except as otherwise provided above with respect to the plain textual link, the Marks.

User Information

We do not want you to, and you should not, post, publish or transmit any of your confidential or proprietary information on, through or to this Site, except in connection with registering for IDs and other access credentials, completing online applications, using customer

or supplier portals, or otherwise communicating requested information in areas of the Site designed for collecting such information from you. In the event you choose to post, publish or transmit any information on, through or to this Site, other than in areas of the Site designed to communicate information to us, whether in the form of answers, comments, concepts, e-mails, feedback, ideas, inputted data, inventions, know-how, messages, plans, questions, suggestions, techniques, uploaded files or otherwise (collectively, the "User Information"), you acknowledge and agree that (1) such User Information will not be treated as confidential or proprietary, (2) you are responsible for the accuracy and correctness of such User Information, (3) you are granting us an irrevocable, royalty-free, unlimited and worldwide license to assign, communicate, convey, copy, create derivative works from, display, distribute, exploit, export, lease, loan, post, publish, redistribute, rent, reproduce, republish, retransmit, sell, transfer, transmit or otherwise use such User Information for any purpose whatsoever, (4) you waive any and all claims against us and our affiliates regarding the use of the User Information, including any claims regarding infringement of intellectual property rights, and (5) we reserve the right, in our sole and absolute discretion, to amend, change, delete, modify, reject, revise or update any of the User Information at any time without notice to you. Please see our Privacy Policy (www.pacer.com/privacy_policy.html) for other terms and provisions regarding the User Information.

Site Connection

You acknowledge and agree that you are responsible for (1) providing all personal computer and communications equipment necessary to access and use this Site, (2) paying all charges related

to connecting to this Site, and (3) obtaining or providing all telephone access lines, telephone and computer equipment (including modems), or other access devices that are necessary to access and use this Site. Your carrier or Internet service provider may charge service fees for web browsing, entering text and other services that require the use of airtime and wireless data services. Check with your carrier to verify the fees that may apply to you. Any dispute or problem regarding internet connections is between you and your local phone company or internet service provider.

Changes to the Sites

We may in our sole discretion change or discontinue any or all aspects of the Site, without notice, including access to support services, Content, and other products or Services ancillary to the Site, or to charge subscription fees for certain services on the Sites.

Site Location; International Users

This Site originates from Concord, California and is served and housed in Columbus, Ohio. We make no representations or warranties that this Site, the Services or the Content is appropriate or that users will be able to access or use the Sites at times or locations of their choosing, including any location outside of the United States. The United States and certain other jurisdictions control the export of products, services and information. You acknowledge and agree that you will comply with all of the United States' and other applicable jurisdictions' laws, rules and regulations regarding (1) the import, export and re-export of the Services and the Content to individuals or entities located outside of the United States, (2) content posted, published and/or transmitted over the Internet, and (3) the posting, publishing and/or transmission of

technical data imported, exported or re-exported from the United States or the country in which you physically reside. You consent to the housing of any registration or personally identifiable information and User Information on our servers in the United States.

Termination

You acknowledge and agree that we, in our sole and absolute discretion, may discontinue, limit, suspend or terminate your access to and/or use of the Site, the Services and/or the Content at any time, and for any reason (including your lack of use of the Site or your breach of this Agreement), without notice to you (even if other individuals and entities continue to have access to and use of the Site, the Services and/or the Content). If we discontinue, suspend or terminate your access to or use of the Site, the Services or the Content, you acknowledge and agree that you will (1) discontinue your access to and use of the Site, the Services and/or the Content, as applicable, immediately, and (2) destroy any copies of the Content in your possession immediately. Your access or use of the Site, the Services or the Content after any discontinuation, suspension or termination will constitute an act of trespass.

Indemnification

You agree to indemnify and defend us, and our successors, assigns, partners, members, owners, shareholders, trustees, directors, officers, affiliates, licensors, licensees, agents and representatives (collectively the "Indemnified Parties"), with respect to, and hold the Indemnified Parties harmless from, any claims, damages, expenses (including reasonable attorneys' fees) and other losses that the Indemnified Parties, or any of them, may directly or indirectly incur or suffer by reason of, or which results

from, arises out of or is based upon (1) your access to or use of the Site, the Services, the Content, the Third Party Sites or the Internet, (2) your posting, publishing or transmitting of the User Information on, through or to this Site or the Third Party Sites, (3) any discontinuation, suspension or termination of the Site, the Services or the Content, and (4) your violations of any of the terms or provisions of this Agreement.

Limitation of Liability

TO THE FULLEST EXTENT ALLOWED BY LAW, WE, ON BEHALF OF OURSELVES AND THE REMAINING INDEMNIFIED PARTIES, EXPRESSLY DISCLAIM ANY LIABILITY FOR ANY CONSEQUENTIAL, DIRECT, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHER CLAIMS, DAMAGES, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR LOSSES, INCLUDING DAMAGES FOR LOSS OF USE OF THE SERVICES OR THE CONTENT, LOST ACCESS TO THIS SITE, LOST GOODWILL OR PROFITS, OR OTHER INTANGIBLE LOSSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR ANY OTHER THEORY OF LIABILITY, ARISING OUT OF, CONNECTED WITH OR RELATED TO (1) YOUR ACCESS TO OR USE OF THE SITE, THE SERVICES, THE CONTENT, THE THIRD PARTY SITES OR THE INTERNET, (2) YOUR POSTING, PUBLISHING OR TRANSMITTING OF THE USER INFORMATION ON, THROUGH OR TO THIS SITE OR THE THIRD PARTY SITES, (3) ANY DISCONTINUATION, SUSPENSION OR TERMINATION OF THE SITE, THE SERVICES OR THE CONTENT, (4) ANY THIRD PARTY STATEMENTS OR CONDUCT ON THE SITE OR THROUGH THE SERVICES, INCLUDING ANY UNLAWFUL,

HARASSING, DEFAMATORY, ABUSIVE, THREATENING, HARMFUL, VULGAR, OFFENSIVE, OBSCENE, SEXUALLY EXPLICIT OR OTHERWISE OBJECTIONABLE CONDUCT, SPEECH OR COMMUNICATION, (5) ANY COST OF SUBSTITUTE GOODS AND SERVICES (INCLUDING PROCUREMENT) RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED THROUGH OR VIA THE SERVICES, (6) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, (7) THE ACCURACY, ADEQUACY, RELIABILITY, CURRENTNESS, COMPLETENESS, TIMELINESS, SUITABILITY, USEFULNESS OR APPLICABILITY OF ANY CONTENT, PRODUCT OR SERVICE AVAILABLE THROUGH THE SITE, OR (8) YOUR VIOLATION OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT, EVEN IF WE WERE ADVISED OF SUCH POSSIBILITY, OR IF SUCH CLAIM, DAMAGE, EXPENSE OR LOSS WAS FORESEEABLE IN ANY WAY.

IN THE EVENT ANY INDEMNIFIED PARTY IS FOUND TO BE RESPONSIBLE TO YOU FOR ANY CLAIM, DAMAGE, EXPENSE OR LOSS, SUCH INDEMNIFIED PARTY SHALL BE LIABLE ONLY FOR ACTUAL CLAIMS, DAMAGES, EXPENSES OR LOSSES. TO THE FULLEST EXTENT ALLOWED BY LAW, YOUR REMEDIES CONTAINED IN THIS AGREEMENT ARE EXCLUSIVE.

BEFORE SEEKING LEGAL RECOURSE FOR ANY CLAIM, COST, DAMAGE, EXPENSE OR CLAIM THAT YOU BELIEVE YOU HAVE SUFFERED AS A RESULT OF YOUR ACCESS TO OR USE OF THE SITE, THE SERVICES OR THE CONTENT, YOU ACKNOWLEDGE AND AGREE THAT YOU WILL GIVE US AT LEAST THIRTY (30) DAYS' WRITTEN NOTICE PRIOR TO

INITIATING ANY LEGAL ACTION, WHICH NOTICE SHALL SPECIFY SUCH CLAIM, COST, DAMAGE, EXPENSE OR CLAIM.

Disclaimer of Warranties

THIS SITE, THE SERVICES AND THE CONTENT ARE PROVIDED ON AN “AS IS”, “WITH ALL FAULTS” AND “AS AVAILABLE” BASIS. YOUR ACCESS TO THIS SITE AND YOUR USE OF THE SERVICES, THE CONTENT AND THE INTERNET, ARE AT YOUR SOLE RISK. YOU SOLELY ARE RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR FOR ANY LOSS OF DATA RESULTING FROM YOUR ACCESS TO OR USE OF THIS SITE, THE SERVICES, THE CONTENT OR THE INTERNET.

NEITHER WE, NOR ANY OF THE REMAINING INDEMNIFIED PARTIES, MAKE ANY REPRESENTATIONS, WARRANTIES OR ENDORSEMENTS OF ANY KIND REGARDING (1) THIS SITE, THE SERVICES, THE CONTENT, ANY THIRD PARTY SITES OR THE INTERNET, INCLUDING WITH RESPECT TO THE ACCURACY, APPROPRIATENESS, AVAILABILITY, COMPLETENESS, FREEDOM FROM VIRUSES, INTERRUPTION OR ERRORS, PERFORMANCE, QUALITY, USEFULNESS, RELIABILITY, SECURITY OR TIMELINESS OF THIS SITE, THE SERVICES, THE CONTENT OR THE INTERNET, THE THIRD PARTY SITES, INCLUDING ANY PRODUCTS OR SERVICES AVAILABLE THROUGH THE SITE OR THE THIRD PARTY SITES AND (2) THAT WE WILL HAVE ADEQUATE CAPACITY FOR THE SITE AS A WHOLE OR IN ANY SPECIFIC GEOGRAPHIC AREA OR THAT USERS WILL BE ABLE TO ACCESS OR USE THE SITE AND SERVICES AT TIMES OR LOCATIONS OF THEIR

CHOOSING. NO ADVICE OR INFORMATION PROVIDED ON THIS SITE SHALL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY STATED BY US IN THIS AGREEMENT.

TO THE FULLEST EXTENT ALLOWED BY LAW, WE, TOGETHER WITH OUR AFFILIATES AND LICENSORS, EXPRESSLY DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY REPRESENTATIONS, WARRANTIES AND ENDORSEMENTS OF ANY KIND, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS, REGARDING THIS SITE, THE SERVICES, THE CONTENT OR THE INTERNET. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE LIMITATIONS CONTAINED IN THIS SECTION OF THIS AGREEMENT MAY NOT APPLY TO YOU.

YOU ACKNOWLEDGE AND AGREE THAT THE TERMS AND PROVISIONS CONTAINED IN THIS AGREEMENT ARE FAIR AND REASONABLE.

Procedure for Making Claims of Copyright Infringement

In accordance with the Digital Millennium Copyright Act (17 U.S.C. § 512), we are registered with the United States Copyright Office as a Service Provider. Any notifications of claimed copyright infringement must be sent to our Copyright Agent:

Pacer International, Inc.
6805 Perimeter Drive

Dublin, Ohio 43016

Attention: Webmaster

Telephone: (614) 923-1400

Email: webmaster@pacer.com

Safe Harbor Provisions

This Site may contain projections or other forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, as amended. Forward-looking statements include, among other things, the information concerning our possible future results of operations, business and growth strategies, financing plans, our competitive position and the effects of competition, the projected growth of the markets in which we operate, and the benefits and synergies to be obtained from our completed and any future acquisitions. Forward-looking statements include all statements that are not historical facts. In some cases you can identify these statements by forward-looking words such as “anticipate”, “believe”, “could”, “estimate”, “expect”, “intend”, “plan”, “may”, “should”, “will”, “would” and similar expressions. These forward-looking statements are based on information currently available to us and are subject to a number of risks, uncertainties and other factors that could cause our actual results, performance, prospects or opportunities to differ materially from those expressed in, or implied by, the forward-looking statements we make in connection with this Site. These factors include those set forth in our various filings with the Securities and Exchange Commission, including our most recent annual report on Form 10-K and our most recent prospectus. Should any of these risks or uncertainties materialize, or should underlying assumptions or estimates prove

incorrect, actual results may vary materially from those described herein as anticipated, believed, expected or intended. You are cautioned not to place undue reliance on those projections forward-looking statements because they speak only as of the date on which they were made. Except as otherwise required by federal securities laws, we undertake no obligation to update publicly or revise any projections or forward-looking statements.

Electronic Notice Procedures

By affirmatively registering for any Site, you consent to receive all communications, including notices, agreements, legally required disclosures or other information in connection with any Site electronically from us (collectively, "Notices"). You agree that we generally may send you electronic Notices by (i) e-mail to an e-mail address you provided to us at registration, (ii) "pop up notice" on a Site or (iii) posting the Notices on a main page or channel page of the relevant Service. You agree that certain supplemental or enhanced Services made available by us may have its own Notice procedures.

You must have a computer equipped with at least a 128-bit encrypted enabled browser, Internet access, and either a printer, a drive, or other storage device in order to view and retain a copy of this Agreement and any Notice that we may provide to you. You may withdraw your consent to receive Notices electronically by contacting Customer Service at the number listed below; however, if you choose to withdraw consent, we may terminate your registered access (and any subscription) to any Site. All registrations, agreements, and terms made available through the Site will be

completed electronically and will be deemed for all legal purposes to be in writing and legally enforceable as a signed writing.

Survival of Certain Provisions

The termination or expiration of these Terms for any reason will not terminate the obligations or liabilities of the parties under these Terms, including those regarding warranties, liabilities, proprietary rights and any others that by their sense and context are intended to survive the execution, delivery, performance, termination and expiration of these Terms.

Governing Law, Waiver of Jury Trial and Venue

THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC LAWS OF THE STATE OF OHIO, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICTING PROVISION OR RULE (WHETHER OF THE STATE OF OHIO, OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF OHIO TO BE APPLIED. THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BROUGHT TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES UNDER THIS AGREEMENT OR ANY DOCUMENTS RELATED HERETO. THE PARTIES HERETO AGREE THAT ALL DISPUTES AMONG THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT SHALL BE RESOLVED EXCLUSIVELY BY STATE OR FEDERAL COURTS LOCATED IN THE FRANKLIN COUNTY, OHIO, AND ANY APPELLATE COURT FROM ANY THEREOF. YOU HEREBY

WAIVE ANY OBJECTION THAT YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OR TO THE JURISDICTION OF ANY SUCH ACTION, SUIT OR PROCEEDING. YOU ACKNOWLEDGE AND AGREE THAT ANY CLAIM OR CAUSE OF ACTION BROUGHT BY YOU AGAINST US OR ANY OF OUR AFFILIATES MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

Miscellaneous Terms

Except to the extent expressly provided in another written agreement between you and us, this Agreement constitutes the entire agreement between you and us with respect to the subject matter hereof, and it supersedes any prior agreements between you and us with respect to the subject matter hereof. If any term or provision under this Agreement is found to be invalid or unenforceable by any court having competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement, which shall remain in full force and effect. No waiver of any term or provision of this Agreement shall be deemed to be a further or continuing waiver of such term or provision, or of any other term or provision. We may assign our rights and obligations under this Agreement to any individual or entity at any time and without notice to you. The section headings used in this Agreement are for convenience only and have no legal effect.

Customer Service

If you have any questions or comments regarding this Site, please contact the Copyright Agent at the address and numbers noted above.