

# Website Terms of Use

**Last Modified:** July 15, 2015

## Acceptance of the Terms of Use

Welcome to the website of Action Resources, Inc., Action Environmental, LLC, Action Dedicated, LLC, ARI Logistics, LLC, Stone Trucking Southwest, LLC, Stella Environmental Holdings, Inc. and their respective affiliated companies (collectively, the "Company", "we" or "us"). 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.actn.com](http://www.actn.com), including any content, functionality and services offered on or through [www.actn.com](http://www.actn.com) (the "Website"), whether as a guest or a registered user.

Please read the Terms of Use carefully before you start to use the Website. By using the Website 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. If you do not want to agree to these Terms of Use or [the Privacy Policy](#), you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

## 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 Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

## Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if for any reason all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

### **You are responsible for:**

- + Making all arrangements necessary for you to have access to the Website.
- + Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website 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 Website that all the information you provide on the Website is correct, current and complete. You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, 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 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 this Website 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 exit 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.

## Intellectual Property Rights

The Website 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 the Company, 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.

These Terms of Use permit you to use the Website for your personal, non-commercial use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the material on our Website, except as follows:

- + Your computer may temporarily store copies of such 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 our end user license agreement 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 site.
- + Use any illustrations, photographs, video or audio sequences or any graphics separately from the accompanying text.
- + Delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from this site.

You must not access or use for any commercial purposes any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website 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 Company name, the terms "Action Resources", "Action Environmental", "Action Dedicated", "ARI Logistics", "Stone Trucking", "Stella Environmental" and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs and slogans on this Website are the trademarks of their respective owners.

## Prohibited Uses

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

- + 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 which does not comply with the Content Standards [INSERT AS LINK TO 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" or "spam" or any other similar solicitation.
- + To impersonate or attempt to impersonate the Company, a Company 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 engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

**Additionally, you agree not to:**

- + Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.
- + Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- + Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- + Use any device, software or routine that interferes with the proper working of the Website.
- + Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful.
- + Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website.
- + Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- + Otherwise attempt to interfere with the proper working of the Website.

## User Contributions

The Website may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, or customer testimonials and other interactive features (collectively, "Interactive Services") that allow users to post, submit, publish, display or transmit to other users or other persons (hereinafter, "post") content or materials (collectively, "User Contributions") on or through the Website.

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

Any User Contribution you post to the site will be considered non-confidential and non-proprietary. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns the royalty-free right to use, reproduce, modify, perform, display, distribute and otherwise disclose to third parties any such material for any purpose. You hereby waive any claims you may have based on any usage of a User Contribution, including without limitation posts, photos, written stories, customer testimonials and any other content posted to the Website and any works derived therefrom, including but not limited to claims for either invasion of privacy or libel.

**You represent and warrant that:**

- + You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective licensees, successors and assigns.
- + All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not the Company, have fully 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 User Contributions posted by you or any other user of the Website.

## Monitoring and Enforcement; Termination

### **We have the right to:**

- + Remove or refuse to post any User Contributions for any or no reason in our sole discretion.
- + Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User 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 Website or the public or could create liability for the Company.
- + 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 Website.
- + Terminate or suspend your access to all or part of the Website 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 Website. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website, 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.