

Terms of Use

RECYCLINGCONSULTANT.COM Terms of Use Agreement

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY!

This Terms of Use Agreement (the "**Agreement**") describes the terms and conditions applicable to your use of the RecyclingConsultant.com web site which is identified by the uniform resource locator RecyclingConsultant.com (the "**Site**"). This Agreement is entered into between you as the user of the Site (the "**User**") and Offshore Scrap Iron ("**RecyclingConsultant.com**").

1. Application of and Acceptance of Terms and Conditions.

- 1.1 For purposes of this Agreement, a "**User**" is any person who accesses the Site for whatever purpose, regardless of whether such User has registered with RecyclingConsultant.com as a registered user or whether such User is a paying customer for a specific service provided by RecyclingConsultant.com. A User includes the person using this Site and any legal entity which may be represented by such person under actual or apparent authority.
- 1.2 By accessing or using the Site, you hereby agree to accept the terms and conditions set forth in this Agreement as a User. You shall be bound by the terms and conditions of this Agreement with respect to your access or use of this Site and any further upgrade, modification, addition or change to this Site. If you do not accept all of the terms and conditions of this Agreement, please do not use this Site.
- 1.3 This Agreement applies to each Paid Service (as defined below) in addition to any terms and conditions that may be applicable to such specific Paid Service.
- 1.4 RecyclingConsultant.com may amend this Agreement at any time by posting the amended and restated Agreement on the Site. The amended and restated Agreement shall be effective immediately upon posting. This Agreement was last amended on September 28, 2003. Posting by RecyclingConsultant.com of the amended and restated Agreement and your continued use of the Site shall be deemed to be acceptance of the amended terms. This Agreement may not otherwise be modified, except in writing by an authorized officer of RecyclingConsultant.com.

2. Charges and Fees; Paid Services

- 2.1 RecyclingConsultant.com provides certain services to Users who have undergone a specific registration process and agreed to pay for such services ("**Paid Services**"). Access to and use of certain features and content of the Site that are part of a Paid Service are governed by additional terms and conditions under separate agreements in addition to this Agreement.

- 2.2 The following features of the Site, among other things, are part of Paid Services
- a) Submit, edit and display of company information in a Company Profile
 - b) Submit, edit and display of offers to sell products or services or general advertising messages as Trade Leads
- 2.3 RecyclingConsultant.com reserves the right to deny Paid Services to any User for whatever reason in order to protect RecyclingConsultant.com's interests.

3. Users Generally.

- 3.1 Users may use this Site solely for their own personal or internal purposes. Each User agrees that it shall not copy, reproduce or download any information, text, images, video clips, directories, files, databases or listings available on or through the Site (the "**RecyclingConsultant.com Content**") for the purpose of re-selling or re-distributing the RecyclingConsultant.com Content, mass mailing (via emails, wireless text messages, physical mail or otherwise), operating a business that competes with RecyclingConsultant.com, or otherwise commercially exploiting the RecyclingConsultant.com Content.
- 3.2 Some of the RecyclingConsultant.com Content displayed on this Site is provided or posted by third parties ("**Third Party Content**"). Neither RecyclingConsultant.com nor any of our affiliates, directors, officers or employees has entered into any sales agency relationship with such third party by virtue of RecyclingConsultant.com's display of the Third Party Content on the Site. Any Third Party Content is the sole responsibility of the party who provided the content. RecyclingConsultant.com is not responsible for the accuracy, propriety, lawfulness or truthfulness of any Third Party Content, and shall not be liable to any User in connection with such User's reliance of such Third Party Content. In addition, RecyclingConsultant.com is not responsible for the conduct of any User's activities on the Site, and shall not be liable to any person in connection with any damage suffered by any person as a result of such User's conduct.
- 3.3 RecyclingConsultant.com may allow Users access to content, products or services offered by third parties through hyperlinks (in the form of word link, banners, channels or otherwise) to such third party's web site. User acknowledges that RecyclingConsultant.com has no control over such third party's web site and RecyclingConsultant.com shall not be responsible or liable to anyone for such web site, or any content, products or services made available on such web site.
- 3.4 Messages or information sent by a User through communication systems provided by the Site, or through emails, fax or letters to addressees obtained from the Site, shall not contain any of the materials described in the provisions of Section 5.5 below.
- 3.5 RecyclingConsultant.com reserves the right to limit, deny or create different access to the Site and its features with respect to different Users, or to change any of the features or introduce new features without prior notice. Each User acknowledges that inability to use the Site wholly or partially for whatever reason may have adverse effects on its business. Each User hereby agrees that in no event shall RecyclingConsultant.com be liable to the User or any third parties for any inability to use the Site (whether due to disruption, limited access, changes to or termination of

any features on the Site or otherwise), any delays, errors or omissions with respect to any communications or transmission, or any damage (direct, indirect, consequential or otherwise) arising from the use of or inability to use the Site or any of its features.

- 3.6 No User shall undertake any scheme to undermine the integrity of the computer systems or networks used by RecyclingConsultant.com and/or any other User and no User shall attempt to gain unauthorized access to such computer systems or networks.
- 3.7 We urge that you read RecyclingConsultant.com's Privacy Policy which governs the protection and use of each User's information in RecyclingConsultant.com's possession. Each User hereby accepts the Privacy Policy and any updates and amendments thereto. Each User acknowledges that RecyclingConsultant.com may change the Privacy Policy from time to time provided that RecyclingConsultant.com shall make available the updated version of the Privacy Policy on the Site at all times. Your continuation of use of the Site shall be deemed to be your acceptance of the Privacy Policy which is then displayed on the Site at the time of such use.

4. Registered Users

- 4.1 Each User who has filled out an on-line registration form on the Site by giving its information (such as name, address, telephone and fax number, email address, details of its business, etc.) is a registered user of RecyclingConsultant.com (a "**Registered User**"). RecyclingConsultant.com will establish an account ("**Account**") for each Registered User and each Registered User is assigned a user alias ("**User ID**") and password ("**Password**") for log-in access to its own Account.
- 4.2 Registered Users shall not access or enjoy the benefits of any Paid Services without payment for such services; provided, however, that RecyclingConsultant.com may permit such free access or enjoyment of Paid Services by a Registered User on a case-by-case basis; provided, further, that RecyclingConsultant.com reserves the right at any time to deny access to any Paid Service (including but not limited to termination of the Account of such Registered User) if the Registered User has not paid RecyclingConsultant.com the relevant charges and fees under the terms of such Paid Service.
- 4.3 RecyclingConsultant.com may suspend or terminate a Registered User's Account at any time by giving no less than 24-hour notice to the Registered User; provided, however, that notice is not required for such termination if, in RecyclingConsultant.com's determination, there is any breach of the provisions of this Agreement by the Registered User.
- 4.4 Notwithstanding Section 4.1 above, RecyclingConsultant.com may refuse registration and deny the issuance of an Account and associated User ID and Password to any User for whatever reason.

5. Users Who Post Information on RecyclingConsultant.com

- 5.1 You must be a Registered User in order to post information on the Site using the self-help submit and edit tools provided through the Site. Your status as a Registered

User is governed by the provisions of Section 4 above.

- 5.2 No sales agency relationship is created between any User and RecyclingConsultant.com, our affiliates, directors, officers or employees by virtue of RecyclingConsultant.com's display of any of the User's information on the Site.
- 5.3 Each User hereby represents, warrants and agrees to (a) provide RecyclingConsultant.com with true, accurate, current and complete information to be displayed on the Site and (b) maintain and promptly amend all information to keep it true, accurate, current and complete. Each User hereby grants an irrevocable, perpetual, worldwide and royalty-free license to RecyclingConsultant.com to display and use all information provided by such User in accordance with the purposes set forth in this Agreement. Each User further agrees that by posting any material or information anywhere on the Site it surrenders its copyright and any other proprietary right in the posted material or information.
- 5.4 Each User hereby represents, warrants and agrees that it has obtained all necessary third party copyright or trademark licenses and permissions and shall be solely responsible for ensuring that any material or information it posts on the Site or provides to RecyclingConsultant.com or authorizes RecyclingConsultant.com to display does not violate the copyright, trademark, trade secret or any other personal or proprietary rights of any third party or is posted with the permission of the owner(s) of such rights.
- 5.5 Each User hereby represents, warrants and agrees that information submitted to RecyclingConsultant.com for display on the Site shall not:
 - (a) contain fraudulent information or make fraudulent offers of items or involve the sale or attempted sale of counterfeit or stolen items or items whose sales and/or marketing is prohibited by applicable law, or otherwise promote other illegal activities;
 - (b) be part of a scheme to defraud other Users of the Site or for any other unlawful purpose;
 - (c) relate to sale of products or services that infringe or otherwise abet or encourage the infringement or violation of any third party's copyright, patent, trademarks, trade secret or other proprietary right or rights;
 - (d) violate any applicable law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising);
 - (e) be defamatory, libelous, unlawfully threatening or unlawfully harassing;
 - (f) be obscene or contain or infer any pornography or sex-related merchandising or any other content or otherwise promotes sexually explicit materials or is otherwise harmful to minors;
 - (g) promote discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - (h) contain any material that constitutes unauthorized advertising or harassment (including but not limited to spamming), invades anyone's privacy or encourages conduct that would constitute a criminal offence, give rise to civil liability, or otherwise violate any law or regulation;
 - (i) solicit business from any Users in connection with a commercial activity that

- competes with RecyclingConsultant.com; or
- (j) contain any computer viruses or other destructive devices and codes that have the effect of damaging, interfering with, intercepting or expropriating any software or hardware system, data or personal information.
- 5.6 RecyclingConsultant.com reserves the right in its sole discretion to remove any material displayed on the Site which it reasonably believes is unlawful, could subject RecyclingConsultant.com to liability, violates this Agreement or is otherwise found inappropriate in RecyclingConsultant.com's opinion. RecyclingConsultant.com reserves the right to cooperate fully with governmental authorities, private investigators and/or injured third parties in the investigation of any suspected criminal or civil wrongdoing. In connection with any of the foregoing, RecyclingConsultant.com may suspend or terminate the Account of any User as RecyclingConsultant.com deems appropriate in its sole discretion.

6. Transactions between Buyers and Suppliers

- 6.1 Through the Site, RecyclingConsultant.com provides an electronic web-based platform for exchanging information between buyers and suppliers of products and services. RecyclingConsultant.com does not represent the seller nor the buyer in specific transactions and does not charge any commissions from completing any transactions. As a result, RecyclingConsultant.com does not control and is not liable to or responsible for the quality, safety, lawfulness or availability of the products or services offered for sale on the Site or the ability of the suppliers to complete a sale or the ability of buyers to complete a purchase.
- 6.2 Each User acknowledges that it is fully assuming the risks of purchase and sale transactions when using the Site to conduct transactions, such risks shall include, but not limited to, mis-representation of products and services, fraudulent schemes, unsatisfactory quality, failure to meet specifications, defective products, delay or default in delivery or payment, cost mis-calculations, breach of warranty, breach of contract and transportation accidents ("**Transaction Risks**"). Each User agrees that RecyclingConsultant.com shall not be liable or responsible for any damages that may arise as a result of or in connection with any Transaction Risks.
- 6.3 Users are solely responsible for all of the terms and conditions of the transactions conducted on, through or as a result of use of the Site, including, without limitation, terms regarding payment, returns, warranties, shipping, insurance, fees, taxes, title, licenses, fines, permits, handling, transportation and storage.
- 6.4 In the event that any User has a dispute with any party to a transaction, such User agrees to release and indemnify RecyclingConsultant.com (and our agents, affiliates, directors, officers and employees) from all claims, demands, actions, proceedings, costs, expenses and damages (including without limitation any actual, special, incidental or consequential damages) arising out of or in connection with such transaction.

7. Limitation of Liability

- 7.1 THE FEATURES AND SERVICES ON THE RECYCLINGCONSULTANT.COM SITE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND RECYCLINGCONSULTANT.COM HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF CONDITION, QUALITY, DURABILITY, PERFORMANCE, ACCURACY, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES, REPRESENTATIONS, CONDITIONS, UNDERTAKINGS AND TERMS ARE HEREBY EXCLUDED.
- 7.2 RECYCLINGCONSULTANT.COM MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE VALIDITY, ACCURACY, CORRECTNESS, RELIABILITY, QUALITY, STABILITY, COMPLETENESS OR CURRENTNESS OF ANY INFORMATION PROVIDED ON OR THROUGH THE SITE.
- 7.3 Any material downloaded or otherwise obtained through the Site is done at each User's sole discretion and risk and each User is solely responsible for any damage to its computer system or loss of data that may result from the download of any such material. No advice or information, whether oral or written, obtained by any User from RecyclingConsultant.com or through or from the Site shall create any warranty not expressly stated herein.
- 7.4 Under no circumstances shall RecyclingConsultant.com be held liable for an delay or failure or disruption of the content or services delivered through the Site resulting directly or indirectly from acts of nature, forces or causes beyond its reasonable control, including without limitation, Internet failures, computer, telecommunications or any other equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, flood, storms, explosions, Acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals or non-performance of third parties.
- 7.5 Each User hereby agrees to indemnify and save RecyclingConsultant.com, its affiliates, directors, officers and employees harmless, from any and all losses, claims, liabilities (including legal costs on a full indemnity basis) which may arise from such User's use of the Site (including but not limited to the display of such User's information on the Site) or from its breach of any of the terms and conditions of this Agreement. Each User further agrees that RecyclingConsultant.com is not responsible and shall have no liability to it, for any material posted by others, including defamatory, offensive or illicit material and that the risk of damages from such material rests entirely with each User.
- 7.6 RecyclingConsultant.com shall not be liable for any special, direct, indirect, punitive, incidental or consequential damages or any damages whatsoever (including but not limited to damages for loss of profits or savings, business interruption, loss of information), whether in contract, negligence, tort or otherwise or any other damages resulting from any of the following:
- (a) the use or the inability to use the Site;
 - (b) any defect in goods, samples, data, information or services purchased or obtained from a User or a third-party service provider through the Site;
 - (c) unauthorized access by third parties to data or private information of any User;

- (d) statements or conduct of any User of the Site; or
- (e) any matters relating to Paid Services however arising, including negligence.

8. Intellectual Property Rights

- 8.1 RecyclingConsultant.com is the sole owner or lawful licensee of all the rights to the Site and the RecyclingConsultant.com Content. The Site and RecyclingConsultant.com Content embody trade secrets and intellectual property rights protected under worldwide copyright and other laws. All title, ownership and intellectual property rights in the Site and RecyclingConsultant.com Content shall remain with RecyclingConsultant.com, its affiliates or licensors of the RecyclingConsultant.com Content, as the case may be. All rights not otherwise claimed under this Agreement or by RecyclingConsultant.com are hereby reserved.
- 8.2 "RecyclingConsultant.com", "RecyclingConsultant.com.COM" and related icons and logos are registered trademarks or trademarks or service marks of RecyclingConsultant.com.com Corporation in various jurisdictions and are protected under applicable copyright, trademark and other proprietary rights laws. The unauthorized copying, modification, use or publication of these marks is strictly prohibited.

9. Notices

- 9.1 All notices or demands to or upon RecyclingConsultant.com shall be effective if in writing and shall be duly made when sent to RecyclingConsultant.com in the following manner: to P.O. Box 4444 Seattle, WA 98194 USA **Attn: Corporate Counsel**.
- 9.2 All notices or demands to or upon a User shall be effective if either delivered personally, sent by courier, certified mail, by facsimile or email to the last-known correspondence, fax or email address provided by the User to RecyclingConsultant.com. Notice to a User shall be deemed to be received by such User if and when (a) RecyclingConsultant.com is able to demonstrate that communication, whether in physical or electronic form, has been sent to such User, or (b) immediately upon RecyclingConsultant.com's posting such notice on an area of the Site that is publicly accessible without charge.

10. General

- 10.1 Subject to any additional agreements relating to Paid Services, this Agreement and the Privacy Policy constitute the entire agreement between the User and RecyclingConsultant.com with respect to access to and use of the Site, superseding any prior written or oral agreements in relation to the same subject matter herein.
- 10.2 If any provision herein is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.
- 10.3 Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

- 10.4 RecyclingConsultant.com's failure to enforce any right or failure to act with respect to any breach by a User under these terms and conditions will not waive that right nor waives RecyclingConsultant.com's right to act with respect with subsequent or similar breaches.
- 10.5 RecyclingConsultant.com shall have the right to assign its obligations and duties in this Agreement and in any agreement relating to Paid Services to any person or entity.
- 10.6 This Agreement shall be governed by the laws of the United States without regard to its conflict of law provisions. The parties to this Agreement hereby submit to the exclusive jurisdiction of the courts of the United States.