<u>Indiana Harbor Belt Railroad Website Terms of Use</u>

This Agreement governs the relationship between Indiana Harbor Belt Railroad Company, (hereinafter "IHB") and any visitor, customer, licensor, supplier and/or member of IHB (hereinafter "you") with respect to use of the IHB website (hereinafter "the Site").

By accessing and viewing/using the Site, you acknowledge that you have read, understand and agree to be bound by the terms and conditions stated, or incorporated by reference, in this Agreement.

Accuracy of Information

IHB may at any time make corrections, improvements and changes to the information, terms, service(s), software or other product(s) provided or described in the Site. Any changes made will be effective automatically without further or special notice. Your continued use of the Site following such changes will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement. Barring the aforementioned, IHB makes no claim or declaration as to the accuracy of such information.

Disclaimer of Warranties and Limitation of Liabilities

The information provided by the Site is provided without warranty or liability -- whether implied, express or statutory. IHB does not warrant that the Site will be error or virus free. IHB does not assume any responsibility whatsoever arising out of your use of the Site, regardless of whether negligence on the part of IHB may have caused or contributed to any loss or damage suffered by you as a result of using or relying upon the Site. In no event under any theory of law, whether contract, tort, warranty or otherwise, shall IHB have any liability to any person for incidental, special, consequential or exemplary damages of any description, including but not limited to, damages for loss of profits, cost of capital or business interruption expenses as a result of your use of the Site. IHB SPECIFICALLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WITH

REGARD TO THIS SITE, ITS SOFTWARE AND THE INFORMATION PROVIDED THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Site User Licensing

IHB reserves the right to prohibit you from accessing the Site at any time with or without cause. Your access to the Site constitutes a revocable, nonexclusive limited license to access the Site under the terms and conditions of this agreement.

If you are authorized to download, copy, display, exhibit, share, or otherwise distribute the content of the Site, it is for informational, purposes only. Any unauthorized downloading, retransmission, republication or other copying or modification of material posted on the Site, including trademarks, tradenames and service marks, may violate federal, common or civil law trademark law and copyright law, is prohibited and may result in legal action.

If you download software from the Site, such software is licensed on a limited basis to you by IHB or the owner of such software. Title to the software is not transferred to you. You own the medium on which the software is recorded, but IHB retains all rights, title and interest in and to the software, and all intellectual property rights therein.

IHB reserves the right to require you to delete, destroy or otherwise remove any content that is used in a manner that in IHB's opinion is contrary to this Agreement. You agree that any person to whom you supply the content, directly or indirectly, will be advised of the terms and conditions of this Agreement, and that each such person is bound by these terms and conditions. You may in no way modify, reformulate, adapt, alter, adjust, change, disassemble, frame or decrypt any of the materials on the Site.

Copyrights and Trademarks

The trademarks, logos and service marks owned by IHB, whether registered or unregistered, may not be used in connection with any product or service unless IHB expressly grants such a right via a

licensing agreement. Nothing contained on the Site should be construed as granting, by implication, estoppel or otherwise, any license or right to use any trademark without the express written permission of IHB, its licensors or suppliers, or the third party owner of any such trademark. Unauthorized usage of any trademark is prohibited, and IHB will aggressively enforce its intellectual property rights including but not limited to judicial remedies.

For permission to use trademarks or copyrighted material, or other proprietary content, see <u>Trademark Licensing information</u>.

Personal Information and Disclosure Statement

Any personal information provided by customers/visitors to the Site is used for IHB's internal purposes only. IHB does not plan to divulge, sell or lease any personal information, customer listings or aggregate data gathered through the IHB Site to any third party. However, be aware that other web sites that may be accessed through the Site may collect personally identifiable information about you. The information practices of those third party sites linked to IHB are not covered by this privacy statement nor are they related to IHB.

Corporate and securities laws supersede the information disclosed or otherwise available in, through or on the site. These laws must not be qualified, amended, modified or supplemented by the information disclosed on the Site. IHB makes no representation that materials or information available on the Site are appropriate or available for use in specific jurisdictions, and accessing them from jurisdictions where their contents are illegal is prohibited.

Governing Legal Jurisdiction

The IHB website is controlled by IHB from its offices in Hammond, Indiana. By accessing the Site, you agree that all matters relating to your use of the Site shall be governed by the laws of the state of Indiana. You also agree to the exclusive personal jurisdiction and venue of the courts of the state of Indiana with regard to such matters.