

WEB SITE TERMS OF USE

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You shall not (nor cause any third party to) use the XTRA Web Sites to perform any

illegal or immoral activities (including without limitation defaming, abusing, harassing, stalking, threatening or otherwise violating the legal rights - such as rights of privacy of others) or any of the following types of activities, without limitation:

- disseminating any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, pornographic, obscene or otherwise objectionable material;
- transmitting information that violates any applicable federal, state, or local laws, rules or regulations, including any governmental agency guidelines, policies or procedures, including those promulgated by the Securities Exchange Commission or the Financial Institution Regulatory Agency, or that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- conduct or facilitate surveys, contests, pyramid schemes, chain letters, junk e-mails, spamming or any duplicative or unsolicited messages (commercial or otherwise);
- interfere with or disrupt networks connected to the XTRA Web Sites or violate the regulations, policies or procedures of such networks;
- that would constitute fraud;
- transmitting any material that contains software viruses, trojan horses, worms, time bombs, cancelbots, or any other computer code, files, or programs which may interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- impersonating anyone or any entity, falsely stating or otherwise misrepresenting your affiliation with a person or entity;
- interfering with or disrupting the XTRA Web Sites;
- disrupting the activities or enjoyment of the XTRA Web Sites for other users; or
- collecting, or storing personal data about other users.

You agree to abide by all applicable local, state and federal laws and regulations and are solely responsible for all acts or omissions taken by you (including actions that occur under your account or password, if any), including without limitation any of the User-generated Content created or submitted by you.

4. TERMINATION

Either you or XTRA may terminate this Agreement at any time for any reason upon notice. XTRA reserves the right to terminate or suspend your account for breach of this Agreement without prior notice, although XTRA will confirm such termination or suspension by subsequent notice to you. In addition to any other available remedies your use of the XTRA Web Sites will cease immediately upon termination of this Agreement.

5. EXCLUSION OF WARRANTIES / DISCLAIMER

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6. THIRD PARTY XTRA WEB SITES

The XTRA Web Sites may contain links to other web site operated by third parties, and other web sites may provide links to the XTRA Web Sites. Such links are provided for your convenience only. XTRA does not control these other web sites and assumes no liability or responsibility for them, including any content or services provided to you through such web sites. You should not consider any link to or from a third party web site as an endorsement of any such web site by XTRA. By linking with such web sites, XTRA does not endorse, sponsor or affiliate itself with the operation of such web sites or any goods or services offered through such web sites.

7. LIMITATION OF LIABILITY

YOU EXPRESSLY UNDERSTAND AND AGREE THAT XTRA SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF XTRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE XTRA WEB SITES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS AND SERVICES RESULTING FROM ANY PRODUCTS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE XTRA WEB SITES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iv) ANY OTHER MATTER RELATING TO THE XTRA WEB SITES.

8. RELEASE AND INDEMNIFICATION

You agree to release XTRA, its parents and affiliates together with their respective employees, agents, officers, directors and shareholders, from any and all liability and obligations whatsoever in connection with or arising from your use of the XTRA Web Sites. If at any time you are not happy with the XTRA Web Sites or object to any material within the XTRA Web Sites, your sole remedy is to cease using them.

You agree to defend, indemnify and hold XTRA, its parents and affiliates, together with their respective employees, agents, officers, directors and shareholders, harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of the XTRA Web Sites.

9. SPAMMING DAMAGES

Using the XTRA Web Sites to send spam or other unsolicited bulk e-mail is not only prohibited, but can also cause damage to equipment and the reputations of XTRA and its content and service providers. In addition to any other remedies that may be available to XTRA, because such damages are often difficult to quantify, you agree that it is reasonable for you to pay XTRA damages of \$5 for each piece of spam or unsolicited bulk e-mail transmitted from, through, or in any manner or otherwise connected with your account and, if you breach this Agreement by doing so, you agree to pay such damages to XTRA.

10. GOVERNING LAW AND VENUE

The validity and effect of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Missouri, without regard to its conflicts of laws principles. In the event litigation is instituted hereunder, each user consents to the exclusive jurisdiction of the Circuit Courts located in St. Louis County,

Missouri. ANY SUIT, ACTION OR PROCEEDING CONCERNING THE XTRA WEB SITES, ITS USE, THESE TERMS OF USE, OR CONCERNING ANY OTHER POLICY OR PROCEDURE OF XTRA, MUST BE BROUGHT IN CIRCUIT COURT LOCATED IN ST. LOUIS COUNTY, MISSOURI, AND YOU HEREBY IRREVOCABLY CONSENT TO THE JURISDICTION OF SUCH COURTS (AND OF THE APPROPRIATE APPELLATE COURTS THEREFROM) IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND YOU IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION WHICH YOU MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT ANY SUCH SUIT, ACTION OR PROCEEDING WHICH IS BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

11. CHANGES

XTRA reserves the right, in its sole discretion, to change, modify, add or remove any portion of this Agreement in whole or in part, at any time. Changes in this Agreement will be effective when notice of such change is posted. Your continued use of the XTRA Web Sites after any changes to this Agreement are posted will be considered acceptance of those changes.

12. MISCELLANEOUS

No joint venture, partnership, employment or agency relationship exists between you and XTRA as a result of this Agreement or your use of the XTRA Web Sites or the Services and Content. Those provisions outlined here that normally would survive after you cease using the XTRA Web Sites and Content will survive. This Agreement constitutes the entire and only understanding between you and XTRA. In the event of any conflict between this Agreement and any policy or statement regarding your use of the XTRA Web Sites, this Agreement will govern. Notices sent to you by XTRA in connection with this Agreement will be delivered to you electronically or by written communication delivered by first class U.S. mail to your address on record in the account information. You may give notice to XTRA customer service on the XTRA Web Sites or by letter delivered by first class postage prepaid U. S. mail or overnight courier to the following address;

XTRA Corporation
7911 Forsyth Boulevard, Suite 600
St. Louis, MO 63105
ATTENTION: Web Site Customer Service

In the event that you purport to be the agent of, represent, or otherwise act on behalf of an entity or any other person, references to “you,” “your” or Users shall include such entity or person in addition to you, you represent and warrant that you are in fact an authorized representative of such entity or other person and have the authority to bind such entity or other person to this Agreement, and your acceptance of this Agreement shall constitute

acceptance on behalf of such entity or person.

The section titles in this Agreement are solely used for the convenience of the parties and have no legal or contractual significance. This Agreement is severable to the extent any term is deemed invalid, illegal or unenforceable. XTRA's failure to enforce any provision of this Agreement will not be deemed a waiver of that or any other provision of this Agreement.