

Terms of Use

1. Acceptance of Terms. This is a binding agreement between you and SA Recycling LLC, a Delaware limited liability company ("us," "we," or "Company"). By using the website located at www.gotscrap.com (the "Site") or any services or information provided in connection with the Site, including but not limited to, use of the Company's technology on third party websites (the "Service") you agree to be bound by and to abide by these Terms of Use, as they may be amended by Company from time to time in its sole discretion. Amended Terms of Use are effective upon being posted. It is your responsibility to review these Terms of Use periodically, and if at any time you find these Terms of Use unacceptable, you must immediately leave the Site and cease all use of the Service and the Site. YOU AGREE THAT BY USING THE SITE AND/OR SERVICE YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OLD AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THIS AGREEMENT.

2. Privacy Policy. Company respects your privacy and permits you to control the treatment of your personal information. Company's Privacy Policy is expressly incorporated into this Agreement by this reference.

3. Site Access. Company hereby grants you permission to use the Site or Service as set forth in this Terms of Use, provided that: (i) your use of the Site or Service as permitted is solely for your personal, noncommercial use; (ii) you will not copy or distribute any part of the Site or Service in any medium without Company's prior written authorization; (iii) you will not alter or modify any part of the Site or Service other than as may be reasonably necessary to use the Site or Service for its intended purpose; and (iv) you will otherwise comply with the terms and conditions of these Terms of Use.

4. Compliance with Intellectual Property Laws. When accessing the Site or using the Service, you agree to obey the law and to respect the intellectual property rights of others. Your use of the Service and the Site is at all times governed by and subject to laws regarding copyright ownership and use of intellectual property. You agree not to upload, download, display, perform, transmit, or otherwise distribute any information or content (collectively, "Content") in violation of any third party's copyrights, trademarks, trade secret, or other intellectual property or proprietary rights (collectively, "Intellectual Property"). You agree to abide by laws regarding ownership and use of Intellectual Property, and you shall be solely responsible for any violations of any relevant laws and for any infringements of third party rights.

5. Termination. Company reserves the right to terminate your use of the Service and/or the Site at any time.

6. NO WARRANTIES. YOUR ACCESS TO, USE OF AND RELIANCE ON THE SITE AND CONTENT AND SERVICES ACCESSED THROUGH THE SITE IS ENTIRELY AT YOUR OWN RISK. COMPANY (INCLUDING, WITHOUT LIMITATION, THE SITE, PROGRAMS, SERVICES, FORUMS AND CONTENT ACCESSED THROUGH THE SITE, PROGRAMS, SERVICES AND FORUMS) IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) ARE EXPRESSLY DISCLAIMED.

WITHOUT LIMITING THE FOREGOING, COMPANY ALSO DISCLAIMS ALL WARRANTIES FOR OR WITH RESPECT TO: (a) THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY AND PERFORMANCE OF THE SITE AND CONTENT ACCESSED THROUGH THE SITE; (b) COMPUTER WORMS, VIRUSES, SPYWARE, ADWARE AND ANY OTHER MALWARE, MALICIOUS CODE OR HARMFUL CONTENT OR COMPONENTS ACCESSED, RECEIVED OR DISSEMINATED THROUGH, RELATED TO OR AS A RESULT OF THE SITE OR CONTENT ACCESSED THROUGH THE SITE; (c) ANY TRANSACTIONS OR POTENTIAL TRANSACTIONS, GOODS OR SERVICES PROMISED OR EXCHANGED, INFORMATION OR ADVICE OFFERED OR EXCHANGED, OR OTHER CONTENT, INTERACTIONS, REPRESENTATIONS OR COMMUNICATIONS THROUGH, RELATED TO OR AS A RESULT OF USE OF THE SITE OR CONTENT ACCESSED THROUGH THE SITE (INCLUDING, WITHOUT LIMITATION, ACCESSED THROUGH ANY LINKS ON THE SITE OR IN CONTENT).

7. LIMITED LIABILITY. COMPANY AND ITS REPRESENTATIVES AND AFFILIATES SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY ACCESS TO, USE OF OR RELIANCE ON THE SITE OR CONTENT ACCESSED THROUGH www.gotscrap.com BY YOU OR ANYONE ELSE, OR FOR ANY TRANSACTIONS, COMMUNICATIONS, INTERACTIONS, DISPUTES OR RELATIONS BETWEEN YOU AND ANY OTHER PERSON OR ORGANIZATION ARISING OUT OF OR RELATED TO THE SITE OR CONTENT ACCESSED THROUGH THE SITE, INCLUDING BUT NOT LIMITED TO LIABILITY FOR INJUNCTIVE RELIEF AS WELL AS FOR ANY HARM, INJURY, LOSS OR DAMAGES OF ANY KIND INCURRED BY YOU OR ANYONE ELSE (INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, STATUTORY, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF COMPANY OR ANY COMPANY REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). THIS LIMITATION OF LIABILITY APPLIES REGARDLESS OF, BUT IS NOT RESTRICTED TO, WHETHER THE ALLEGED LIABILITY, HARM, INJURY, LOSS OR DAMAGES AROSE FROM AUTHORIZED OR UNAUTHORIZED ACCESS TO OR USE OF THE SITE OR CONTENT ACCESSED THROUGH THE SITE; ANY INABILITY TO ACCESS OR USE THE SITE OR CONTENT ACCESSED THROUGH THE SITE; OR ANY REMOVAL, DELETION, LIMITATION, MODIFICATION, INTERRUPTION, SUSPENSION, DISCONTINUANCE OR TERMINATION OF THE SITE OR CONTENT ACCESSED THROUGH THE SITE.

THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES RESULTING FROM ANY TRANSACTIONS OR POTENTIAL TRANSACTIONS, GOODS OR SERVICES PROMISED OR EXCHANGED, INFORMATION OR ADVICE OFFERED OR EXCHANGED, OR OTHER CONTENT, INTERACTIONS, REPRESENTATIONS, COMMUNICATIONS OR RELATIONS THROUGH, RELATED TO OR AS A RESULT OF THE SITE OR CONTENT ACCESSED THROUGH THE SITE (INCLUDING, WITHOUT LIMITATION, ANY LINKS ON THE SITE AND LINKS IN CONTENT ACCESSED THROUGH THE SITE).

You hereby release Company and each of Company's representatives, and their respective subsidiaries, affiliates, successors, predecessors, assigns, heirs, service providers and suppliers, from all claims, demands and damages of every kind and nature, known and unknown, direct and indirect, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to the Site or content accessed through the Site, or any interactions with others arising out of or related to the Site or content accessed through the Site, and you expressly waive the provisions of California Civil Code Section 1542 (and any similar laws in other jurisdictions), which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor."

THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

8. Affiliated Sites. Company has no control over, and no liability for any third party websites or materials. Company works with a number of partners and affiliates whose Internet sites may be linked with the Site, or whose Internet sites may include the Service ("Affiliated Sites"). Because neither Company nor the Site has control over the content and performance of these Affiliated Sites, Company makes no guarantees about the accuracy, currency, content, or quality of the information provided by such sites, and Company assumes no responsibility for unintended, objectionable, inaccurate, misleading, or unlawful content that may reside on those sites. Similarly, from time to time in connection with your use of the Site or Service, you may have access to content items (including, but not limited to, websites) that are owned by third parties. You acknowledge and agree that Company makes no guarantees about, and assumes no responsibility for, the accuracy, currency, content, or quality of this third party content, and that, unless expressly provided otherwise, these Terms of Use shall govern your use of any and all third party content.

9. Prohibited Uses. Company imposes certain restrictions on your permissible use of the Site and the Service. You are prohibited from violating or attempting to violate any security features of the Site or Service, including, without limitation, (a) accessing content or data not intended for you, or logging onto a server or account that you are not authorized to access; (b) attempting to probe, scan, or test the vulnerability of the Service, the Site, or any associated system or network, or to breach security or authentication measures without proper authorization; (c) interfering or attempting to interfere with service to any user, host, or network, including, without limitation, by means of submitting a virus to the Site or Service, overloading, "flooding," "spamming," "mail bombing," or "crashing;" (d) using the Site or Service to send unsolicited e-mail, including, without limitation, promotions, or advertisements for products or services; (e) forging any TCP/IP packet header or any part of the header information in any e-mail or in any posting using the Service; or (f) attempting to modify, reverse-engineer, decompile, disassemble, or otherwise reduce or attempt to reduce to a human-perceivable form any of the code used by Company in providing the Site or Service. Any violation of system or network security may subject you to civil and/or criminal liability.

10. Indemnity. You agree to indemnify, defend, and hold harmless Company, its affiliates, officers, directors, employees, consultants, agents, and representatives from any and all third party claims, losses, liability, damages, and/or costs (including reasonable attorney fees and costs) arising from your access to or use of the Site or Service, your violation of these Terms of Use, or your infringement, or infringement by any other user of your account, of any Intellectual Property or other right of any person or entity. Company will notify you promptly of any such claim, loss, liability, or demand, and will provide you with reasonable assistance, at your expense, in defending any such claim, loss, liability, damage, or cost.

11. Company's Proprietary Rights. All content of the Site or Service, including the text, graphics, logos, icons, screens and configurations, software, trademarks, and trade dress (collectively, "Company Content"), is the property of Company or its licensors and is protected by U.S. and international intellectual property laws. You do not acquire any ownership rights in or to Company Content by using, printing, downloading or copying any Company Content or

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12. Limited License. Company hereby grants you a personal, non-transferable and non-exclusive right and license to use the object code for the Site and Service on a single computer; provided, however that you shall not (and shall not allow any third party to) copy, modify, create a derivative work from, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in or otherwise transfer any rights in the software for the Site and Service. This license does not include any resale or commercial use of the Service, this Site or its contents; any collection and use of any product listings, descriptions, or prices; any derivative use of the Service, this Site or its contents; any downloading or copying of account information for the benefit of another merchant; or any use of data mining, robots, or similar data-gathering and extraction tools. The Service, this Site or any portion of it may not be reproduced, copied, sold, resold, used, visited or otherwise exploited for any commercial purpose without the express written consent of Company.

13. Your Account. You are responsible for maintaining the confidentiality of your account and password, if any, and for restricting access to your computer. You hereby agree to accept responsibility for all activities that take place under your account or password

14. Governing Law and Venue. These Terms of Use shall be construed in accordance with and governed by the laws of the United States and the State of California, without reference to their rules regarding conflicts of law. You hereby irrevocably consent to the exclusive jurisdiction of the state or federal courts in Orange County, California in all disputes arising out of or related to the use of the Site or Service.

15. Severability; Waiver. If, for whatever reason, a court of competent jurisdiction finds any term or condition in these Terms of Use to be unenforceable, all other terms and conditions will remain unaffected and in full force and effect. No waiver of any breach of any provision of these Terms of Use shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

16. Trademarks; No License. The Company's logo, trademarks and service marks are trademarks of Company (the "Company Marks"). Nothing contained on the Site or within the Service should be understood as granting you a license to use any of the Company Marks, or the marks of any third party. Without Company's prior written permission, you agree not to display or use in any manner the Company Marks or the marks of any third party on this Site.

17. Submission of Information for Inclusion in Database. Through the Site, Company allows businesses that provide recycling services to provide their business information for inclusion in the Company's database, which can be searched using the Site and/or Service (the "Database"). By submitting such information, you grant Company a non-exclusive, world-wide, perpetual license to include your business information in the Database. Company reserves the right not to include a business' information in its database, at its sole discretion and without liability.

18. Alleged Violations. Company reserves the right to terminate your use of the Site and/or Service. To ensure that Company provides a high quality experience for you and other users of the Site and Service, you agree that Company or its representatives may access your account

and records on a case-by-case basis to investigate complaints or allegations of abuse, infringement of third party rights, or other unauthorized uses of the Site or Service. Company does not intend to disclose the existence or occurrence of such an investigation unless required by law, but Company reserves the right to terminate your account or your access to the Site and/or Service immediately, with or without notice to you, and without liability to you, if Company believes that you have violated any of the Terms of Use, furnished Company with false or misleading information, infringed upon the intellectual property rights of Company or any third party, or interfered with use of the Site or Service by others.

19. Attorneys' Fees. In any litigation, arbitration or other proceeding arising out of these Terms of Use, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs to resolve the dispute and to enforce the final judgment.

20. Modifications. Company may, in its sole discretion and without prior notice, (a) revise these Terms of Use; (b) modify the Site and/or the Service; and (c) discontinue the Site and/or Service at any time. Company shall post any revision to these Terms of Use to the Site, and the revision shall be effective immediately on such posting. You agree to review these Terms of Use and other online policies posted on the Site periodically to be aware of any revisions. You agree that, by continuing to use or access the Site following notice of any revision, you shall abide by any such revision.