



**Policy** Information Security Policy

**DATE** November 18, 2021

**Part 6** Southshore Enterprises, Inc., Southshore Distribution, LLC, Southshore Development Company, United Container Co., Red Marlin Logistics, LLC, United Recycling Company, LLC and JK Energy Services, LLC **Websites Terms of Use**

---

**Southshore Enterprises, Inc., Southshore Distribution, LLC, Southshore Development Company, United Container Co., Red Marlin Logistics, LLC, United Recycling Company, LLC and JK Energy Services, LLC Websites Terms of Use**

By using southshorecompanies.com, unitedcontainer.com, redmarlin.com, unitedrecyclingcompany.com, jkeneryservicesllc.com and its related domains, social media channels, mobile application, services, information, web postings, products and tools (collectively, “Websites”) you, the User, are agreeing to the following terms and principles. This terms of use agreement (“Agreement”) is effective immediately for all Users of the Website and is by and between you, the User, Southshore Enterprises, Inc., Southshore Distribution, LLC, Southshore Development Company, United Container Co., Red Marlin Logistics, LLC, United Recycling Company, LLC and JK Energy Services, LLC (“Southshore/United Container” or “Company” or “Employer” or “we” or “us”). Please read the Terms of Use carefully before you start to use the Websites.

**1. Mission**

We are privately held businesses located within the United States of America, operating within a variety of states, providing goods and services to a range of industries.

**2. User Eligibility**

Use of the Websites is void where prohibited. Your use of the Websites constitutes your representation that (1) all information you submitted in your registration is truthful and accurate; (2) that you will update your registration information when changes occur; (3) that you are at least 13 years of age; (4) that, if you are under the age of 18, you have the authorization of your legal guardian, and (5) that your use of the Websites does not violate any state, federal, or other law which applies in your jurisdiction.

**3. Accessing the Websites and User Consent**

In the course of providing services to you, you will be asked to provide certain registration details, personal information and payment card information. You agree that all information

you provide to register with these Websites, We, our service providers, partners, or affiliates, 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 (“Consent”).

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 these Websites 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.

#### **4. User Consent to Share User’s Information with Service Providers**

We use third parties to assist us in operating our Websites, conducting our business, or servicing you, so long as those parties agree to keep your information confidential.

Those trusted third-party partners may:

- Provide you and our company, and its affiliated companies with various services
- Provide database maintenance and security
- Help us manage transactions
- Help us process and fulfill orders or requests
- Create an account on such third-party site to provide various services to you

By using these Websites, the User consents to Our sharing the User’s information with its service providers and their service providers.

**Disclosure in the Event of Merger, Sale, or Other Asset Transfers.** If we are involved in a merger, acquisition, financing due diligence, reorganization, bankruptcy, receivership, purchase or sale of assets, or transition of service to another provider, then your Personal Information may be transferred as part of such a transaction, as permitted by law and/or contract. By providing your personal information to us, you consent to such a transfer.

#### **5. User Contributions**

The Websites or its social media channels may contain message boards, chat rooms, personal web pages or profiles, forums, bulletin boards, 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 Websites. All User Contributions must comply with the Content Standards set out in these Terms of Use.

Any User Contribution you post to the Websites 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 a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sublicensable right to exercise any and all copyright, trademark, publicity, and database rights you have in the content, in any media known now or in the future.

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.

All of your User Contributions do and will comply with these Terms of Use.

## **6. Content Standards**

The following Content Standards apply to any and all User Contributions and use of Interactive Services. You are responsible for any and all User Contributions, including without limitation data, text, information, usernames, graphics, images, photographs, profiles, audio, video, items, and links which you post to the Websites. Please use common sense when posting Content to the Websites. Postings which may violate any state, federal, or other law which applies in your jurisdiction, whether civil or criminal, are strictly prohibited. Refrain from posting any Content which contains profanity or nudity. Southshore/United Container reserves the right to reject, refuse to post, or delete any Content for any reason, including, but not limited to, Content which, in the sole judgment of Us, violates this Agreement or which otherwise may be deemed offensive or rude. We do not assume responsibility for monitoring user posted Content. However, if you believe you have identified a violation of this Agreement, please report the abuse to the Privacy Officer whose contact information is listed below.

## **7. Our Intellectual Property and Trademark Rights**

The Websites, its features, and functionality including but not limited to the software, displays of information (including text, audio, video, images) and the design, selection, and arrangement thereof are owned by Us and are protected by copyright and other intellectual property or proprietary rights laws.

All content posted by Us is protected by copyright laws and may not be reproduced, republished, distributed, transmitted, sold, displayed, broadcast or otherwise exploited in any commercial or for profit manner without Our prior written consent.

These Terms of Use permit you to use the Websites 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.

Our related logos are subject to copyright and trademark protections. You must not use such marks without Our prior written permission.

## **8. Authors and Bloggers**

As stated below, We do not warrant any of the information provided on the Websites. Please use common senses when reviewing articles and blogs posted by our staff or community members. You should not rely in any way on any information posted on the Website.

## **9. Advertisers**

The Website may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that material submitted for inclusion on the Website is accurate and complies with applicable laws. We are not responsible for the illegality or any error, inaccuracy or problem in the advertiser's or sponsor's materials.

## **10. Privacy**

Your privacy is very important to Us. Please read Our Privacy Policy. Our Privacy Policy, as it may change from time to time, shall be considered a part of this Agreement. You can find this policy on each and every one of our Websites.

## **11. Online Payments**

All payments made through the Websites or resulting from visits made by you are governed by Our Standard Terms and Conditions where applicable, which are hereby incorporated into these Terms of Use.

WE DO NOT COLLECT PAYMENT CARD INFORMATION, FOR EXAMPLE DEBIT OR CREDIT CARD INFORMATION, ("PCI") FROM USERS. SOUTHSORE/UNITED CONTAINER USES A THIRD-PARTY HOSTED PAYMENT PAGE AND PCI PROCESSOR. BY SUBMITTING PAYMENT THROUGH OUR WEBSITES, YOU CONSENT TO THE PROCESSING OF YOUR PERSONAL AND PCI INFORMATION BY OUR SERVICE PROVIDERS.

## **12. Liability Limitation**

The liability, if any, of Us and Our agents, servants, representatives, members, officers, and employees with regard to your use of the Websites for any claims, costs, damages, losses, and expenses for which they are or may be legally liable, shall not exceed \$25.00. In no event shall We and Our agents, servants, representatives, members, officers, and employees be liable for indirect, special, or consequential damages.

### **13. Indemnification**

You agree to indemnify, defend and hold Us and Our partners, agents, officers, directors, employees, subcontractors, successors, assigns, third party suppliers of information and documents, advertisers, product and service providers, and affiliates, harmless from any liability, loss, claim and expense related to your violation of this Agreement or use of the Website.

### **14. No Waiver**

Our failure to enforce any provision of this Agreement does not waive future enforcement.

### **15. Disclaimer of Warranty**

#### DISCLAIMER OF WARRANTY

You expressly agree that use of these Websites is at your sole risk. Neither We or Our affiliates, nor any of their officers, directors, employees, agents, third-party content providers, service providers, or licensors (collectively, “Providers”), or the like, warrant that these Websites will be uninterrupted or error-free; nor do they make any warranty as to the results that may be obtained from the use of this Website, or as to the accuracy, completeness, reliability, security, or currency of the Content. The Content may contain errors, omissions, inaccuracies, or outdated information. Further, We do not warrant reliability of any content displayed or distributed through the Website.

THESE WEBSITES AND THE CONTENT ON THESE WEBSITES ARE PROVIDED ON AN “AS IS,” “WHERE IS,” AND “WHERE AVAILABLE” BASIS. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE WEBSITE, THE CONTENT, INFORMATION, OR THE MATERIALS ON THIS WEBSITE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, SOUTHSHORE/UNITED CONTAINER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, WITH RESPECT TO ANY OF THE CONTENT ON THIS WEBSITE OR ANY GOODS OR OTHER PRODUCTS OR SERVICES OFFERED, SOLD, OR DISPLAYED ON THIS WEBSITE OR YOUR USE OF THIS WEBSITE GENERALLY, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY OF INFORMATION, QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION’S LAW APPLIES TO THIS AGREEMENT.

**16. Governing Law**

The Agreement shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect and in all other respects.

**17. Forum Selection**

Any dispute arising under or in connection with the Agreement or related to any matter which is the subject of the Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Kent County Michigan.

**18. Notice to Southshore/United Container**

All notices to Southshore/United Container under this Agreement may be sent using the following information.

Southshore/United Container Co.  
233 Hawthorne Ave.  
Saint Joseph, MI 49085

[ END ]