

## TERMS OF SERVICE

PLEASE READ THESE TERMS CAREFULLY. YOUR USE AND INTERACTION WITH OUR WEBSITE, PORTAL AND/OR SERVICES INDICATE THAT YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THESE TERMS OF USE, DO NOT USE THIS SITE OR OUR SERVICE.

### TERMS OF SERVICE

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**Use of Site and/or Service.** This Website and Portal ("Site") and the services provided ("Service") are maintained and operated by Wolverine Pipe Line Company ("us," "we," "our," or "Company") with its registered office at 8075 Creekside Drive, Suite 210, Portage, MI 49024. Wolverine Pipe Line Company has one goal: to transport liquid petroleum products safely and efficiently from refineries and terminals. Thus, we offer this Site for you to view information and documents (collectively, "Materials"). Please note that you must be at least 18 years of age to use the Services on this Site. If you breach any of the Terms in these Terms of Service ("Terms"), your authorization to use this Site or these Services automatically terminates.

We may revise these Terms of Service at any time and you agree to be bound by the revised Terms. Any modification will become effective when it is first posted to the site. You are responsible to return to the Terms of Service from time to time to review the most current terms and conditions. We may notify you by either posting a new version of this Term of Service, notifying visitors on the website that a new version has been posted.

**Registration Requirements.** In order to view content on the Wolverine Pipe Line Company website, registration is not required or necessary. In order to engage in

transactions with us and use other advanced services, you may be required register using a valid email address.

**Account Responsibility.** Users are solely responsible for protecting their accounts from access by others. You are strongly encouraged to select a hard-to-guess password and not re-use that password on any other sites where it may be read by the owners or administrators of that site.

Because of this rule, it is highly recommended that board users do not share their accounts with others, nor share their computers used to access the site with others, as the actions of some other person could easily directly impact all known shared message board accounts.

**Privacy and Release of Information.** Under normal circumstances, Wolverine Pipe Line Company will never release your provided information to any third party without your consent. However, in cases of Terms violations or illegal activities, we reserve the right to forward any and all known information about you and your accounts to your ISP (including libraries, schools, and places of employment), email service provider, your ISP account owner (if someone else is actually paying for it), and any parties whose copyright has clearly been infringed by your actions on the boards, or requests from law enforcement authorities.

All of the information that we collect from you, such as registration information, is subject to our privacy policy.

**Member Conduct.** You agree that you will not use these sites to perform the following actions:

*Illegal Activities*

Posts that violate or incite others to violate the law are not allowed. This includes, but is not limited to, asking for or providing, in any way, shape, or form:

- Illegal copies of copyrighted software (ROMs, Warez)
- Methods of circumventing copyright protection (Cracks, No-CD Patches, CD Keys, mod chips)
- Illegal copies of copyrighted music (MP3s), movies, videos, or any other type of media
- Reprints of material from other websites (pay or free)

*Unauthorized Access*

Accessing or attempting to access any Wolverine Pipe Line Company user account not belonging to the user in question without permission is prohibited. Accessing another user's account in this manner is grounds for immediate loss of all known accounts.

*Bugs and Exploits*

Using exploits or tricks in the Wolverine Pipe Line Company code to gain privileges,

access, or abilities not clearly intended by the board design is prohibited. Making exploits public or using them for personal benefit is grounds for immediate loss of all known accounts.

## **Content.**

### *Ownership*

Our sites may include a combination of content that we create, that our partners create, and that our users create. All materials published by Wolverine Pipe Line Company on our sites, including, but not limited to written content, photographs, graphics, images, illustrations, marks, logos, sound or video clips, and animation, are protected by our copyrights and trademarks or those of our partners. You may not modify, publish, transmit, participate in the transfer or sale of, reproduce, create derivative works of, distribute, publicly perform, publicly display, or in any way exploit any of the materials or content on our sites in whole or in part. If you would like to request permission to use any of the content on our sites, please send an email to [rightofway@wplco.com](mailto:rightofway@wplco.com).

The sites are protected by copyright as a collective work or compilation under the copyright laws of the United States and other countries. All individual articles, content and other elements comprising these sites are also copyrighted works.

### *Accuracy*

Our site contains content that we create as well as content provided by third parties. We do not guarantee the accuracy, the integrity, or the quality of the content on our sites, and you may not rely on any of this content.

**Site Security and Conduct.** Any Material we upload to this Site will be accessible to all users of the Site (“Users”). We have incorporated all reasonable and commercially available measures to protect the Site from unauthorized access. Any unauthorized commercial use of the Service is expressly prohibited. You agree to comply with all applicable local, state, national, and international laws and regulations and are solely responsible for all acts or omissions that occur under your user ID or password. You must protect the confidentiality of your password, and you should change your password periodically. You are also responsible for the acts or omissions of any individual to whom you grant access—either intentionally or unintentionally—by sharing your user ID or password. Further, by way of example and not as a limitation, you agree not to:

1. use the Service in connection with chain letters, junk e-mail, spamming or any duplicative or unsolicited messages (commercial or otherwise);
2. harvest or otherwise collect information about others, including e-mail addresses, without their consent;
3. create a false identity or forged e-mail address or header, or otherwise attempt to mislead others as to the identity of the sender or the origin of the message;

4. transmit through the Service any Materials that are unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene, or otherwise objectionable material of any kind or nature;
5. transmit any material that contains viruses, Trojan horses, worms, trap doors, back doors, Easter eggs, time bombs, cancelbots, netbots, or any other harmful or deleterious programs or scripts;
6. violate any U.S. law regarding the transmission of technical data or software exported from the United States through the Service;
7. interfere with or disrupt networks connected to the Service or violate the regulations, policies or procedures of such networks;
8. attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service, through password mining or any other means; or
9. interfere with another User's use and enjoyment of the Service.

**System and Network Security.** Violations of system or network security are prohibited, and may result in criminal and civil liability. We will investigate incidents involving such violations and may involve and will cooperate with law enforcement if a criminal violation is suspected. You must take reasonable security precautions in light of your use of the Service. You are solely responsible for any breaches of security affecting the servers under your control.

**Intellectual Property Rights.** The Service and this Site are protected to the maximum extent permitted by copyright and trademark laws and international treaties. The Content of this Site, and related pages, is copyrighted property of Wolverine Pipe Line Company, or other suppliers credited as the provider. You may not decompile or disassemble, reverse engineer or otherwise attempt to discover any source code contained in the Service. Without limiting the foregoing, you agree not to reproduce, duplicate, copy, sell, resell, or exploit for any commercial purposes, any aspect of the Site or the Service.

**Notification of Claims of Infringement.** If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify our agent for notice of claims of copyright or other intellectual property infringement at:

Designated Agent: CSC Lawyers Incorporating Service Company  
Address of Agent: 601 Abbot Rd. East Lansing, MI 48823

Please provide the following information:

1. Identify the material on the Site that you claim is infringing in sufficient detail so that we can find it;
2. Include the specific statement that you have a good faith belief that the disputed use you have identified is not authorized by the copyright owner, its agent, or the law;
3. Include the specific statement in which you declare, under penalty of perjury, that (a) the information you have provided is accurate, and (b) that

- you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
4. Your address, telephone number, and email address; and
  5. Your physical or electronic signature.

We will remove the infringing content according to the procedures outlined in the Digital Millennium Copyright Act of 1998.

Please note that, pursuant to 17 U.S.C. 512(f), any misrepresentation of fact or falsities in a written notification will automatically subject the complaining party to liability for damages, costs and attorneys' fees incurred by us in connection with the written notification and your allegation of copyright infringement.

**Representations.** You represent and warrant that you will not hold us responsible for the quality, safety, or accuracy of the Materials on the Site. We provide no warranty or guarantee regarding the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any purposes. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law. If you are aware of any relevant errors, inaccuracies, or discrepancies, including pricing discrepancies please alert us at [rightofway@wplco.com](mailto:rightofway@wplco.com)

**Disclaimer of Warranty.** ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ANY WARRANTIES: (i) FOR THE SECURITY, RELIABILITY, TIMELINESS, ACCURACY, AND PERFORMANCE OF THE SITE AND THE SERVICE; (ii) FOR OTHER SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED ON THE COMPANY SITE OR THE SITES OR SERVICE, OR ACCESSED THROUGH ANY LINKS ON THE SITE; OR (iii) FOR VIRUSES OR OTHER HARMFUL COMPONENTS IN CONNECTION WITH THE SITE OR THE SERVICE. YOU USE ANY INFORMATION OR MATERIALS ON THIS WEBSITE ENTIRELY AT YOUR OWN RISK. IT IS YOUR RESPONSIBILITY TO ENSURE THAT ANY PRODUCTS, SERVICES, OR INFORMATION AVAILABLE THROUGH THIS WEBSITE MEET YOUR SPECIFIC REQUIREMENTS.

**Links to Other Websites.** The Site may contain links and pointers to other websites that are maintained by third parties. Such links do not mean that we endorse these third-party sites or any materials they contain. Of course we do not control, and thus are not responsible for, the availability, accuracy, privacy policy, or currency of such third-party sites or any information, content, products or services accessible from such third-party sites.

**Indemnity.** You agree to indemnify and hold us, our officers, subsidiaries, affiliates, successors, assigns, directors, officers, agents, service providers, suppliers and employees, harmless from any claim or demand, including reasonable attorney fees and court costs, made by any third party due to or arising out of Materials you submit, post or

make available through the Service, your use of the Service, your violation of the Terms, your breach of any of the representations and warranties in these Terms, or your violation of any rights of another person or entity.

**Governing Law.** You further consent that this Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan, U.S.A. without reference to its conflicts of law provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. You agree to submit to the personal and exclusive jurisdiction of the state and federal courts located in Michigan for any disputes arising out the use of this site.

This Agreement constitutes the entire agreement between the parties with respect to the subject matter that it describes. This Agreement supersedes all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the information it covers.

If, for any reason, a court of competent jurisdiction finds any provision or part of a provision of this Agreement unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of this Agreement. Any remaining provisions of the Agreement will continue to be enforced with full effect.

**Limitation of Liability.** UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE SITE OR THE SERVICE, FROM INABILITY TO USE THE SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SITE OR THE SERVICE. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE OUR SITE OR THE SERVICE OR ANY LINKS ON THE SITE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SITE OR THE SERVICE OR ANY LINKS ON THE SITE. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. In some jurisdictions, limitations of liability are not permitted and some of the foregoing limitations may not apply to you.

**Consequences of Violation of Terms.** We may, without notice to you, suspend your Service or remove any Materials transmitted via the Site if we discover facts that lead us to reasonably believe the Site service is being used in violation of these Terms. You agree to cooperate with our reasonable investigation of any suspected violation of these Terms. We may attempt to contact you prior to your suspension; however, prior notification is not assured.