

TERMS OF USE

TERMS OF USE

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These Terms and all other documents referenced in these Terms govern the relationship between you (“**you**”) and McLane with respect to your access and use of the Website. You agree that the agreement formed by these Terms is binding like any written, negotiated agreement signed by you, and you agree to be bound by, and fully comply with, these Terms. You represent and warrant that you have all necessary right, power and authority to enter into this Agreement and to perform and otherwise discharge all of your obligations described in these Terms.

These Terms are subject to change by McLane at any time in its discretion. Your use of this Website after such changes are implemented constitutes your acknowledgment and acceptance of the changes. Please consult these Terms regularly.

McLane does not knowingly or intentionally collect personal information (as defined in our Privacy Policy) from children under the age of 13. This Website is directed at adults and is intended for use only by adults over the age of 18. If you are under the age of 13, you must not submit any personal information to McLane through this Website, and you should consult with an adult for assistance in using this Website.

JURISDICTION

Those who choose to access the Website do so on their own initiative and at their own risk and are responsible for compliance with applicable local laws. We reserve the right to limit the availability of the Website, materials, or other products described or offered thereon to any person, geographic area, or jurisdiction we so desire, at any time and in our sole discretion.

PRIVACY

McLane is committed to respecting the privacy of the personal information of the individuals with whom we interact. We have developed a Privacy Policy to describe our privacy practices and how

we collect, use and disclose the personal information of those individuals who visit this Website and apply for jobs with us. Please see our Privacy Policy for further information.

ACCOUNT REGISTRATION

In order to access and use certain services available on this Website, like saving job postings you are interested in, you must register for an account (“**Account**”) with us. If you do not agree to these Terms, you do not have the right to use such services.

During the registration process we will collect personal information that may include (but is not limited to) your name, email address, password, address, and phone number. Your information may be used by us:

- to verify your eligibility to create and to maintain your Account and to use features of the Website limited only to registered users;
- to ensure that your Account, including your email, is unique;
- to enable us to provide certain security and privacy safeguards;
- to deal with security, debugging and technical support issues;
- to protect ourselves and others from abuse;
- to complete transactions with you made via the Website; and
- as disclosed in our Privacy Policy.

All information you provide to us or that we collect from you in connection with your use of the Website will be governed by these Terms and subject to our Privacy Policy. You agree at all times to (i) provide accurate, current and complete information about yourself as prompted by our registration form or otherwise; and (ii) maintain and update your information (including your e-mail address) to keep it accurate, current and complete. If any information provided by you is untrue, inaccurate, not current, or incomplete, we may suspend or terminate your Account and your ability to use this Website and we will not be responsible for any consequences resulting from such untrue, inaccurate or incomplete information provided by you.

You understand and agree that, in addition to the foregoing restrictions, we reserve the right to change, remove, alter or delete any username at any time and for any lawful reason in our sole discretion. You are responsible for the confidentiality and use of your username and password and agree not to transfer your right to use or access this Website via your username or password to any third person.

YOU ARE RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF YOUR USERNAME AND PASSWORD AND FOR ANY AND ALL ACTIVITIES THAT ARE CONDUCTED THROUGH YOUR ACCOUNT.

You agree to notify us immediately of any unauthorized use, theft or misappropriation of your account, username, or password. We are not liable for any loss that you incur as a result of someone else using your username or password, either with or without your knowledge.

INTERNATIONAL USERS

This website is based and administered in the United States of America. The website is governed by the law of Texas, in the United States (see section on Governing Law and Venue below), and is not directed at users based outside of the United States.

RESTRICTIONS ON USE

You have a nonexclusive, nontransferable, limited, revocable right to use this Website solely to obtain information about McLane and to view and apply for jobs. You must not use this site for any other purpose, including any commercial purpose, without McLane's express prior written consent. For example, you must not (and must not authorize any other party to) (i) co-brand this site or any portion thereof, or (ii) frame this site or any portion thereof, or (iii) link to this site or any portion thereof (other than the homepage), without the express prior written permission of an authorized representative of McLane. For purposes of these Terms, "co-branding" means to display a name, logo, trademark, or other means of attribution or identification of any party in such a manner as is reasonably likely to give a user the impression that such other party has the right to display, publish, or distribute the site or content accessible within the site.

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INDEMNITY

YOU WILL INDEMNIFY AND HOLD McLANE, ITS SUBSIDIARIES, AFFILIATES, LICENSORS, CONTENT PROVIDERS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, AND CONTRACTORS (THE “**INDEMNIFIED PARTIES**”) HARMLESS FROM ANY BREACH OF THESE TERMS BY YOU, INCLUDING ANY USE OF CONTENT OTHER THAN AS EXPRESSLY AUTHORIZED IN THESE TERMS. YOU AGREE THAT THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY IN CONNECTION WITH ANY SUCH BREACH OR UNAUTHORIZED USE, AND YOU AGREE TO INDEMNIFY THE INDEMNIFIED PARTIES FOR ANY AND ALL RESULTING LOSS, DAMAGES, JUDGMENTS, AWARDS, COSTS, EXPENSES, AND ATTORNEYS’ FEES IN CONNECTION THEREWITH. YOU WILL ALSO INDEMNIFY AND HOLD THE INDEMNIFIED PARTIES HARMLESS FROM AND AGAINST ANY CLAIMS BROUGHT BY THIRD PARTIES ARISING OUT OF YOUR USE OF THE INFORMATION ACCESSED FROM THIS WEBSITE.

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INFORMATION YOU PROVIDE

You may not post, send, submit, publish, or transmit in connection with this Website any material that:

- you do not have the right to post, including proprietary material of any third party;
- advocates illegal activity or discusses an intent to commit an illegal act;
- is vulgar, obscene, pornographic, or indecent;
- does not pertain directly to this Website;
- threatens or abuses others, libels, defames, invades privacy, stalks, is obscene, pornographic, racist, abusive, harassing, threatening or offensive;
- seeks to exploit or harm children by exposing them to inappropriate content, asking for personally identifiable details or otherwise;

- infringes any intellectual property or other right of any entity or person, including violating anyone’s copyrights or trademarks or their rights of publicity;
- violates any law or may be considered to violate any law;
- impersonates or misrepresents your connection to any other entity or person or otherwise manipulates headers or identifiers to disguise the origin of the content;
- advertises any commercial endeavor (e.g., offering for sale products or services) or otherwise engages in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners, and/or soliciting goods or services) except as may be specifically authorized on this Website;
- solicits funds, advertisers or sponsors;
- includes programs which contain viruses, worms and/or “Trojan horses” or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications;
- disrupts the Website;
- includes MP3 format files;
- amounts to a ‘pyramid’ or similar scheme;
- disobeys any policy or regulations established from time to time regarding use of this Website or any networks connected to this Website; or
- contains links to other websites that contain content that falls within the descriptions set forth above.

McLane reserves the right, but does not have the obligation, to monitor use of this Website to determine compliance with these Terms, as well the right to remove or refuse any information for any lawful reason. Notwithstanding these rights, you remain solely responsible for the content of your postings. You acknowledge and agree that neither McLane nor any third party that provides Content to McLane will assume or have any liability to you with respect to the content of any of your postings.

SECURITY

You are prohibited from using any services or facilities provided in connection with this Website to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password guessing programs, cracking tools or network probing tools) is strictly prohibited. If you become involved in any violation of system security, McLane reserves the right to release your details to law enforcement and system administrators at other websites in order to assist them in resolving security incidents. McLane reserves the right to investigate suspected violations of these Terms.

McLane reserves the right to fully cooperate with any law enforcement authorities or court order requesting or directing McLane to disclose the identity of anyone posting any e-mail messages, or publishing or otherwise making available any materials that are believed to violate these Terms. BY ACCEPTING THIS AGREEMENT YOU WAIVE AND HOLD HARMLESS McLANE FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY McLANE DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER McLANE OR LAW ENFORCEMENT AUTHORITIES.

GOVERNING LAW AND VENUE

These Terms of Use will be governed and interpreted pursuant to the laws of the State of Texas, United States of America, notwithstanding any principles of conflicts of law. You specifically consent to personal jurisdiction in Texas in connection with any dispute between you and McLane arising out of these Terms of Use or pertaining to the subject matter hereof. The parties to these Terms of Use each agree that the exclusive venue for any dispute between the parties arising out of these Terms of Use or pertaining to the subject matter hereof will be in the state courts in Bell County, Texas and the federal courts in Waco, Texas.

SEVERABILITY

If any part of these Terms of Use is unlawful, void or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of any remaining provisions.

NO WAIVER

The failure by McLane to enforce any right or provisions of these Terms will not constitute or be deemed to be a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by the party against whom such waiver is sought to be enforced.

ENTIRE AGREEMENT

These Terms of Use constitute the entire agreement among the parties relating to the subject matter hereof. Notwithstanding the foregoing, any additional terms and conditions on the Website will govern the items to which they pertain.

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