

Terms of Service

TERMS AND CONDITIONS

Please review the Terms and Conditions of Service (“Terms and Conditions”) carefully before registering with Portloads.com. These Terms and Conditions apply to and govern the Site, services offered on the Site and any additional services provided to you by Portloads.com or any of “its” affiliates, agents or representatives. Your registration with Portloads.com constitutes your agreement to be bound by all terms, conditions and notices contained herein and as they may change from time to time.

The term “you” as used in these Terms and Conditions refers to the individual registered with Portloads.com or accessing and using the Site, and if you are accessing and using the Site on behalf of a corporation, partnership, limited liability company, or other business entity, then “you” also includes that entity and all individuals gaining access through “its” account with Portloads.com. Please note that these Terms and Conditions contain waivers by “you” of certain rights “you” have against us, our affiliates, and our or their directors and representatives.

The terms “us”, “our”, “we” or “site” as used in these Terms and Conditions refer to Portloads.com and each of their agents, affiliates, directors and representatives.

The term “Site” as used in these Terms and Conditions refers to Portloads.com.

1. ACCEPTANCE OF THESE TERMS

The Terms and Conditions constitute an agreement between you and Portloads.com. **YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THESE TERMS AND CONDITIONS CAREFULLY, UNDERSTAND EACH OF THEM AND AGREE TO BE BOUND BY ALL OF THEM.** By accepting these Terms and Conditions once, you agree that you will be bound by them each and every time you use Portloads.com, our services, materials and information provided by us to you, or otherwise interact with us. If you do not agree to these Terms and Conditions, you may not access or otherwise use our Portloads.com, services, or any materials or information provided to you by us.

2. CHANGES TO TERMS AND CONDITIONS

We reserve the right, in our sole discretion and with or without notice, to change, modify, add or remove any portion of these Terms and Conditions, in whole or in part, at any time. Notification of these Terms and Conditions will be posted on the Portloads.com. Your continued use of the Site or any materials or information provided to you by us after such changes are posted will constitute to your agreement to such changed Terms and Conditions. *Please check the Terms and Conditions periodically for changes.*

3. CHANGES TO SERVICE

We may change, suspend or discontinue any aspect of our Site or services at any time. We may also impose limits or restrictions on certain services, features or content or restrict your access to parts or our entire Site without notice or liability.

4. FEES

By registering with us, you agree to pay us all subscription, service and use fees, if any, that we charge as disclosed on our Site or otherwise by us. All fees must be paid in U.S. dollars.

5. REFUND POLICY

Portloads.com will not refund payments made for any accounts which do not have usage during any billing cycle. We do not prorate for partial usage during a billing cycle.

6. APPROPRIATE USE

By registering with Portloads.com, you represent, warrant and covenant that (1) you are at least 18 years of age; (2) you are or represent a *bona fide* carrier, or are a *bona fide* shipper or intermediary; (3) your access of the Site and use of information and materials provided to you by us is for commercial purposes and is limited to moving freight by truck via our freight-matching service and/or using the other services offered by us to you on our Site; (4) your commercial purpose in accessing and using the Site or any information or materials provided to you by us is not to directly or indirectly compete with or gain a competitive advantage in relation to Portloads.com or any of its affiliates; (5) you will not permit non-registered users to use the Site or any materials or information provided to you by us without the express permission of Portloads.com; and (6) you will not disclose your Portloads.com password or provide access to your Portloads.com account to non-registered users without the express permission of Portloads.com.

By violating these warranties, you risk having your account terminated by Portloads.com without warning and in addition to being subject to any other legal remedies that may be available under these Terms and Conditions, or that may be available under state and/or federal law. Portloads.com may, in its sole discretion, elect to assess you a penalty in the amount of \$25.00 for each unauthorized access or use of the Site by you or by a third party using your Portloads.com password or accessing your account without the permission of Portloads.com. To the extent we may have to sue you to enforce any of these Terms and Conditions, or other violations committed by you while accessing or using the Site or any materials or information provided by us to you, you expressly agree to bear the costs of that enforcement, including without limitation, all related attorneys' fees.

7. PROPRIETARY RIGHTS

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8. SUBMISSION OF CONTENT TO THE SITE

By submitting content to this Site, you:

1. Grant Portloads.com and its affiliates and licensees the right to use, reproduce, display, perform, adapt, modify, distribute, and promote the content on the Site in any form for any purpose;
2. Warrant and represent that the content is accurate, and that the posting and use of your content by Portloads.com will not infringe or violate the rights of any third party; and
3. Warrant and represent that you will not upload, post or transmit to or distribute or otherwise publish through our Site, any material which: (i) restricts or inhibits any other user from using or enjoying our Site, (ii) is unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (iii) constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (iv) violates, plagiarizes or infringes the rights of third parties, including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (v) constitutes defamatory or libelous statements, (vi) contains a computer virus or other harmful component, (vii) constitutes or contains false or misleading indications of origin or statements of fact and/or is inappropriate for the purpose of our Site. We retain the right to review any material submitted for posting on our Site and have the sole and absolute right to determine whether that material complies with these Terms and Conditions.

9. PRIVACY POLICY

Portloads.com does not sell and/or trade any of our customer's information to third parties. However, we will from time to time email and/or fax you information from companies on their behalf that offer services that we feel could help your business.

Information that is collected and is deemed to be confidential (credit card numbers and associated card data, social security numbers, tax identification numbers) will also be collected using secure socket layer (SSL) protocol, which encrypts data sent from your browser to our servers. This data is then also encrypted in our databases, and only accessible by authorized staff within the Portloads.com organization.

10. ASSIGNMENT

We reserve the right to assign our rights and obligations under these Terms and Conditions to one or more of our affiliates or to any successor entity by way of merger, consolidation or otherwise stated. You are not entitled to assign your account registration or any of your rights or responsibilities under these Terms and Conditions without our express written consent. These Terms and Conditions will inure to the benefit of, be binding upon, and be enforceable by our successors and assigns.

11. THIRD-PARTY SITES

Portloads.com contains links to other sites on the Internet. These other sites are not under the control of Portloads.com, and we are not responsible for the accuracy of information on these sites, their copyright compliance, their conditions or terms of use, their privacy policies, or any other aspect of those sites.

12. CONSENT TO ELECTRONIC COMMUNICATIONS

You acknowledge that Portloads.com is an Internet-based business and that our services are available through the Internet. You agree to receive documentation and information provided by us primarily through our Site and through e-mail provided to you via the Internet. Any information or materials that we provide to you by telephone, U.S. mail, facsimile or other means does not constitute a waiver of this agreement. To maintain an account with us, you will need to be able to access our Site on the Internet, which requires Internet access and a Web browser, as well as an Internet e-mail account. No additional hardware or software requirements should be necessary. In the event of a change in the hardware or software requirements necessary to access our Site, notice will be displayed on our Site prior to the implementation of such a change. You acknowledge that you have the appropriate computer equipment to use our Site and to receive e-mail via the Internet and understand that you may incur certain operational costs in connection with your use of the Internet, such as monthly fees for a service provider, for which you are solely responsible. You solely and expressly agree to undertake the obligation to notify us of changes in your electronic contact information.

13. CONFIDENTIAL OR CONTRACTUALLY IMPLIED RELATIONSHIP EXISTS WITH PORTLOADS.COM

You acknowledge that by registering with us, submitting information to us for posting or any other purposes, using information or materials provided by us to you, or using the Site and our services, no confidential, fiduciary, contractually implied or other relationship is created between you and Portloads.com other than the express contractual relationship set forth in these Terms and Conditions.

14. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

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representations or warranties whatsoever regarding the quality, qualifications, safety, accident history, vehicle history, criminal or civil liability history, creditworthiness, or experience of any of the carriers, shippers, or any other users of the Site. And, in addition, by using the Site, you acknowledge and agree that Portloads.com does not, and has no duty to, conduct any investigations or evaluations with regard to any of the foregoing. You fully and completely assume all risk of using the Site and any information or materials provided by or made available by Portloads.com or any other user of the Site.

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Portloads.com does not warrant that the Site or its server(s) are free of viruses or other harmful components that may infect or damage your computer equipment or other property as a result of your accessing, browsing, and/or using the Site, downloading information, or printing information from the Site.

15. USER'S INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Portloads.com and its subsidiaries, affiliated companies, employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorneys' fees, made by any third party that arise from your use or misuse of the Site or any other materials or information provided by us to you (whether such material or information originates from Portloads.com or from a third party, including, without limitation, other users of the Site), your breach of these Terms and Conditions, or your violation of any law or the rights of a third party.

16. GOVERNING LAW

These Terms and Conditions shall be governed by and construed under the laws of the State of California without regard to that state's conflicts of law rules. By registering with and using the Portloads.com site or other services provided by us, you expressly agree that the exclusive jurisdiction for any claim or action arising out of or relating to these Terms and Conditions or your use of the Portloads.com site or other information or materials provided by us to you is under state or federal courts located in the State of California and that all claims or actions will be brought in those courts, and you further agree and submit to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

17. SEVERABILITY AND INTEGRATION

These Terms and Conditions constitute the entire agreement between you and Portloads.com with respect to the Site and supersede any prior or contemporaneous communication (whether oral, written, or electronic) between you and Portloads.com with respect to the Site. These Terms and Conditions also govern and are incorporated into any additional agreement or arrangement between you and Portloads.com, including without limitation any agreement relating to the collection, compilation and supply of data from Portloads.com. If any part of these Terms and Conditions is held void, invalid, or unenforceable, that portion shall be construed to reflect the original intentions of the parties, and the remaining portions shall remain in full force and effect.

18. OUR RIGHT TO TERMINATE ACCOUNT

Portloads.com reserves the right to terminate your account and access to all or part of the Site, and remove any materials, information and data that you have posted on our Site, in our sole discretion, without notice, at any time and for any reason, including, without limitation (1) a breach of these Terms and Conditions (2) unauthorized use of your user name(s) or password(s) or account(s) or (3) unauthorized use of any information or materials provided to you by us.

We modify the **Terms of Service** from time-to-time. To access the latest version of the **Terms of Service**, please [contact support](#).