

Website Terms of Use

Last Modified: September 9, 2026

Acceptance of the Terms of Use

These terms of use are entered into by and between You and XTRA Lease LLC (and/or its affiliates) (collectively, "**Company**," "**we**," or "**us**"). The following terms and conditions ("**Terms of Use**") govern your access to and use of the websites located at www.xtralease.com, secure.xtralease.com, www.xtra.com, secure.xtra.com, intelligence.xtra.com, trailertracking.xtra.com, and www.xtraleasecareers.com, together with any other website, portal, application, platform, or subdomain owned, operated, or made available by **XTRA** from time to time, including but not limited to all content, features, functionality, tools, and services offered through such websites, portals, applications, platforms, or subdomains (collectively referred to herein as the "**Website**"), whether as a guest or a registered user.

Additional terms and conditions may apply to the sale or lease of equipment or services and to specific portions or features of the Website, all of which terms are made a part of these Terms of Use by this reference. You agree to abide by such other terms and conditions. If there is a conflict between these Terms of Use and the terms posted for or applicable to a specific portion of the Website or for services offered on or through the Website, the latter terms shall control with respect to your use of that portion of the Website or purchase or lease of equipment or services. Company's obligations, if any, with regard to the lease or purchase of equipment and services are governed solely by the agreements pursuant to which they are provided (e.g., Equipment Rental Agreement, Equipment Lease Agreement, etc.), and nothing on the Website should be construed to alter such agreements.

Please read the Terms of Use carefully before you start to use the Website. **By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Policy, found at <https://www.xtralease.com/legal-statement-and-privacy-policy>, incorporated herein by reference.**

If you do not want to agree to these Terms of Use or the Privacy Policy, you must not access or use the Website.

The Website is offered and available to users who are 18 years of age or older. By using the Website, you represent and warrant that you are of legal age to form a binding contract with the Company and meet all of the foregoing eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

As long as you comply with these Terms of Use, Company grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page from time to time so you are aware of any changes, as they are binding on you.

Accessing the Website and Account Security; Consent

We reserve the right to withdraw or amend the Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users, including registered users.

You are responsible for both:

- Making all arrangements necessary for you to have access to the Website.
- Ensuring that all persons who access the Website through your internet connection are aware of these Terms of Use and comply with them.

To access the Website or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete, and that you have the proper authority and obtained all consents required by applicable law for us to collect, use, disclose and other process such information in accordance with our Privacy Policy.

You agree that all information you provide to register with the Website or otherwise, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Policy, found at <https://www.xtralease.com/legal-statement-and-privacy-policy>, and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

Certain features or services offered on or through the Website requires a Secure Account Agreement between you and the Company to access such services and requires a username and password to access the account. You are entirely responsible for maintaining the confidentiality of the information you hold for your account, including your username and password, and for any and all activity that occurs under your account as a result of your failing to keep this information secure and confidential. You agree to notify Company immediately of any unauthorized use of your username or password, or any other breach of security. You may be held liable for losses incurred by Company or any other user of or visitor to the Website due to someone else using your username, password or account as a result of your failing to keep your

account information secure and confidential. You shall bear the entire risk for any use thereof, whether you have authorized such use and whether or not you are negligent. If you permit other persons to use your computer or mobile device, login information or any other means to access the services, you will be held responsible for any transactions they undertake, and we will not be liable for any damages resulting to you.

We have the right to disable any username, 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.

Electronic Communications

By using the Website, you consent to receiving electronic communications, including electronic notices, from us. These electronic communications are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by the Company, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your 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, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own use and not for further reproduction, publication, or distribution.
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own use, provided you agree to be bound by our end user license agreement for such applications.
- If we provide or make available any agreements or terms (including these Terms of Use) through the Website, you may print or download such agreements for your use (or your company's use as a customer, lessee, or vendor of XTRA) and not for further reproduction, publication or distribution unless otherwise permitted by XTRA.

- If we provide social media features, including but not limited to links to our YouTube and LinkedIn accounts, with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately and you must return or destroy any copies of the materials you have made in breach of this Agreement. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by the Company. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Trademarks

The Company name, the Company logo, and all related names, logos, product and service names, designs, and slogans are trademarks of the Company or its parents, affiliates or licensors. You must not use such marks without the prior written permission of the Company. All other names, logos, product and service names, designs, and slogans on the Website are the trademarks of their respective owners.

Permitted and Prohibited Uses

You may use the Website only for lawful purposes and in accordance with these Terms of Use. By accessing or using the Website, you agree that:

- Your use of the Website is subject to and governed by these Terms of Use;
- You will use the Website solely for its services offered in the normal course of business;
- You will comply with and be bound by these Terms of Use as they appear on the Website each time you access and use the Website;
- Each use of the Website by you indicates and confirms your agreement to be bound by these Terms of Use.

You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).
- For the purpose of exploiting, harming, or attempting to exploit or harm or infringe the rights of any entities or individuals, including minors, in any way.
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses or screen names associated with any of the foregoing).
- To submit false or misleading information.
- To engage in any conduct that restricts, damages, overburdens or inhibits the site or any party's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website, or expose them to liability.

Additionally, you agree not to:

- Use any deep-link, page-scrape, robot, spider, or other automatic device, process, program, algorithm or methodology or equivalent process or means to access, acquire, copy or monitor any portion of the Website or any content, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website.
- Probe, scan or test the vulnerability of the Website or any network connected to the Website, nor breach the security or authentication measures on the Website or any network connected to the Website.
- Reverse look-up, trace or seek to trace any information on any other user of or visitor to the Website or exploit the Website or any service or information made available or offered by or through the Website, in any way where the purpose is to reveal any information, including but not limited to personal identification or information, other than your own information, as provided for by the Website.
- Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Use the Website and content to train a machine learning or artificial intelligence (AI) system.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

The Website may include content provided by third parties, including materials provided by other users, bloggers, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by the Company, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of the Company. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Changes to the Website

We may update the content on the Website from time to time, but its content is not necessarily complete or up-to-date. Any of the material on the Website may be out of date at any given time, and we are under no obligation to update such material.

Information About You and Your Visits to the Website

By using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or intercepted by others, even if there is a special notice that a particular transmission (for example, banking information) is encrypted.

Linking to the Website and Social Media Features

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

The Website may provide certain social media features that may enable you to:

- Link from your own or certain third-party websites to certain content on the Website.
- Send emails or other communications with certain content, or links to certain content, on the Website.
- Receive email newsletters with information about the Company.
- Cause limited portions of content on the Website to be displayed or appear to be displayed on your own or certain third-party websites.

You may use these features solely as they are provided by us, solely with respect to the content they are displayed with. Subject to the foregoing, you must not:

- Establish a link from any website that is not owned by you.
- Cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking.
- Link to any part of the Website other than the homepage.
- Otherwise take any action with respect to the materials on the Website that is inconsistent with any other provision of these Terms of Use.

You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

We may disable all or any social media features and any links at any time without notice in our discretion.

Links from the Website

If the Website contains links to other sites and resources provided by third parties, these links are provided for your convenience only. This includes links contained in advertisements, including banner advertisements and sponsored links. We have no control over the contents of those sites or resources, and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to the Website, you do so entirely at your own risk and subject to the terms and conditions of use for such websites.

Geographic Restrictions

The owner of the Website is based in the State of Missouri in the United States. We provide the Website for use only by persons located in the United States. We make no claims that the Website or any of its content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

Disclaimer of Warranties

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR THROUGH YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT. WE CANNOT ENSURE THAT ANY FILES OR OTHER DATA YOU DOWNLOAD FROM THE SITE WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE COMPANY NOR ANY PERSON ASSOCIATED WITH THE COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

Limitation on Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF THE COMPANY AND ITS SUBSIDIARIES AND AFFILIATES, AND THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS, TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$10.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

Indemnification

You agree to defend, indemnify, and hold harmless the Company, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use, or your use of any information obtained from the Website.

Governing Law and Jurisdiction

All matters relating to the Website and these Terms of Use, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Missouri without giving effect to any choice or conflict of law provision or rule (whether of the State of Missouri or any other jurisdiction).

You acknowledge that we may be irreparably damaged if these Terms of Use are not specifically enforced, and damages at law would be an inadequate remedy. Therefore, in the event of a breach or threatened breach of any provision of these Terms of Use by you, we shall be entitled, without prejudice to any other rights and remedies, to an injunction restraining such breach or threatened breach, without being required to show any actual damage or to post an injunction bond, and/or to a decree for specific performance of the provisions of these Terms of Use.

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the State of Missouri, in each case located in the County of St. Louis, although we retain the

right to bring any suit, action, or proceeding against you for breach of these Terms of Use in your country of residence or any other relevant country. You consent to jurisdiction of such court and waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

Limitation on Time to File Claims

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE WEBSITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

Waiver and Severability

No waiver by the Company of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of the Company to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

Entire Agreement

These Terms of Use (which hereby incorporate by reference any other provisions applicable to the use of the Website) constitute the sole and entire agreement between you and XTRA Lease regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website. If any of the provisions of these Terms of Use are held by a court or other tribunal of competent jurisdiction to be void or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary and replaced with a valid provision that best embodies the intent of these Terms of Use, so that these Terms of Use shall remain in full force and effect.

Your Comments and Concerns

The Website is operated by:

XTRA Lease
7911 Forsyth Boulevard, Suite 600
St. Louis, MO 63105
ATTENTION: C3

All feedback, comments, requests for technical support, and other communications relating to the Website should be directed to: customerservice@xtra.com.