

Freight Transportation Research Associates, Inc. (FTR)

Terms and Conditions of Use - Products & Services

Publication & Scope

Subscribers will be notified via e-mail or other available technology when new content is published via one of our distribution channels. FTR staff or consultants will answer general questions from a subscriber via the phone and e-mail regarding our purchased reports, forecasts, and content at no additional charge. FTR will direct questions to the appropriate member of the FTR team. Requests for additional research or custom work will be charged at the then current custom project rate. No work will be done until the subscriber has approved the project scope and cost. No early cancellations. All payments are final and will not be refunded in whole or in part unless specified in writing at the time of purchase.

Term & Auto Renewal

All subscriptions begin upon receipt of payment unless prior arrangements are made. Subscriptions will auto-renew after 12 months for an additional 12-month period. Subscribers will be notified 1 month prior to the auto-renewal date. Customers with credit cards on file will be charged for the then current full price of the subscription at the time of auto-renewal. Subscribers who wish to be placed on a monthly auto-payment plan should contact FTR billing to complete the monthly auto-payment sign up process. Monthly invoicing is not available.

Use

All subscription data including publications, databases, and custom work products, are for internal company use only and may be printed and distributed to individuals at your current physical location. Any further distribution will require an additional subscription. No electronic distribution, forwarding of materials, or sharing of login credentials is permitted unless given prior written approval by FTR. Any posting on the Internet must have prior written approval by FTR. All user accounts must use the same domain name as part of their e-mail address (i.e. @ftrintel.com) to be considered a valid user. 'Internal company use' is defined as those persons that use or have access to the subscribing company's domain name server. Partial ownership of a company is not included in this definition. Distribution to customers, suppliers, wholly owned subsidiaries with separate domains, parent company with separate domains, or partially owned companies, regardless of physical location, is strictly forbidden without FTR's written approval.

Freight Transportation Research Associates, Inc. (FTR)

Terms and Conditions of Use - Products & Services

Distribution

Written and verbal commentary generated by the subscriber on the content of our reports may be provided to third party clients and customers as part of the subscriber's normal business practice. Charts, graphs, and infographics may be used twice per three-month period in documents distributed outside your company, however, prior consent must be obtained from FTR before distribution. Distribution of more than two items per three-month period will be assessed an additional charge.

Warranty

All FTR products and services are produced and distributed without warranties of any kind, either express or implied, including all implied warranties of merchantability, fitness for a particular purpose, title, and noninfringement.

FTR does not represent, warrant, or guarantee that subscribers will have uninterrupted or error free access to the FTR website, digital portal, or products. FTR reserves the right to update and remove content at any time for any reason.

By accepting any product, standard product or custom work, you agree that FTR has produced a research, analysis, and editorial work product based on forecasting, discussing, and providing professional opinions regarding economic, freight, and transportation topics. Due to the future looking nature of this work, you agree that work products cannot be actual data, but rather collected representative data, predicted data, and opinions based on a variety of factors beyond the control of FTR. Inaccuracies of representative data, forecasts, and opinions do not constitute negligence, inaccuracy of representation, or any type of negative performance. Decisions based on these future looking work products involve inherent risks which are solely the responsibility of the reader.

Intellectual Property

The distribution and use of intellectual property as part of a FTR product or service is not a transfer of any property right. All copyrights, patents, or trademarks remain the property of FTR regardless of registration status.

Questions

All questions regarding use of FTR materials should be directed FTR's Customer Relations Team; crt@ftrintel.com; 888-988-1699 ext. 1.