

WEBSITE TERMS OF USE

Last updated: September 2023

By using our Site, you agree to these Terms of Use. Please read them carefully.

1. INTRODUCTION

Any website user's ("you", "your" or "user") use of this website, and the features at this site (collectively, the "Site") are subject to these Terms of Use entered into between you and **CVC Holding Corp (and/or its subsidiaries and affiliates)** (collectively "Company", "we", "us" or "our"), together with any documents these Terms of Use expressly incorporate by reference (collectively, these "Terms"). These Terms govern your access and use of the Site, including any content, functionality and services offered on or through the Site; please read these Terms carefully before using this Site. By accessing and using the Site, you accept and agree that you are providing freely-given, specific, informed, and unambiguous consent to be bound by these Terms. If you do not want to agree to these Terms, you must not access or use the Site.

From time to time, we may update the Site and these Terms in our sole discretion. All changes are effective immediately when we post them and apply to all access to and use of the Site thereafter. Your use of the Site after we post any changes to these Terms constitutes your freely-given, specific, informed, and unambiguous consent and agreement to those changes. You agree to review these Terms periodically to ensure that you are familiar with the most recent version.

2. SITE CONTENT

The Site and its entire content, features and functionality (including, but not limited to, certain graphics, photographs, images, screen shots, text, digitally downloadable files, trademarks, software, names, designs, displays, video and audio, logos, product and program names, slogans, and the compilation, design, selection and arrangement of the foregoing ("Site Content") are the property of the Company, its licensors and other providers of such material and is protected in the U.S. and internationally under trademark, copyright, patent, trade secret or other intellectual property or proprietary laws.

You agree to not download, display or use any Site Content in connection with products or services that are not those of the Company, in any other manner that is likely to cause confusion among consumers, in any way that dilutes the strength of the Company's, its licensors' or its other providers' property, or in any way that otherwise infringes the Company's, its licensors' or its other providers' intellectual property rights. You further agree to in no other way misuse any Site Content or third-party content that appears on the Site.

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

If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please contact us at tworthington@concretevalue.com.

Accessing the Site may require, without limitation, a stable internet connection and modern internet browser.

You may provide Company with suggestions, enhancement requests, recommendations, corrections, or other feedback (collectively, "Feedback"). You grant to Company and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Site the Feedback.

Company reserves the right, in its sole discretion, to update, modify, or remove the features, functionality, or other aspects of the Site at any time.

3. ACCESSING THE SITE

We reserve the right to withdraw or amend the Site, and any Site Content or other service or material we provide on the Site, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Site is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Site, or the entire Site, to users. You are responsible for making all arrangements necessary for you to have access to the Site and ensuring that all persons who access the Site through your internet connection are aware of these Terms and comply with them.

4. USE OF THE SITE

You may use the Site only for lawful purposes and in accordance with these Terms. You agree to not use the Site or any feature thereon: (a) for any purpose that is unlawful, tortious, intrusive on another's privacy, harassing, exploiting, libelous, defamatory, obscene, or threatening; (b) to reproduce or distribute any content, information, software, or other material that infringes on the intellectual property rights or other rights of any third party; (c) for any commercial purpose not expressly approved by the Company in writing; (d) in any way that violates any applicable federal, state, local or international law or regulation; (e) to send, knowingly receive, download, use or re-use any material which does not comply with these Terms; (f) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Site, or which, as determined solely and exclusively by us, may harm the Company or users of the Site, or expose them to liability; (g) in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Site; (h) to introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (i) to attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Site, the server on which the Site is stored, or any server, computer or database connected to the Site; (j) to attack the Site via a denial-of-service attack or a distributed denial-of-service attack; or (k) to otherwise attempt to interfere with the proper working of the Site.

We have the right to disable any user's access to the Site 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.

We have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone on the Site. YOU WAIVE AND HOLD HARMLESS THE COMPANY AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

5. RELIANCE ON INFORMATION POSTED

The information presented on or through the Site 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 Site, or by anyone who may be informed of any of its contents.

This Site may include content provided by third parties. 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.

6. YOUR REPRESENTATIONS AND WARRANTIES

You represent that: (a) you have the power and authority to enter into and perform your obligations under these Terms; (b) you will comply with all applicable laws in connection with your use of the Site; and (c) you shall be solely responsible for all damages, claims, losses and expenses arising as a result of your use of the Site.

7. INTELLECTUAL PROPERTY

These Terms permit you to use the Site for your personal, non-commercial 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 Site.

If you wish to make any use of material on the Site other than that set out in this Section, please address your request to: tworthington@concretevalue.com.

8. PRIVACY

These Terms, including this Section, apply only to the Site and do not extend to other websites, including websites owned and controlled by our partners or third-party websites for which we have provided links, or to any social media platforms, which are governed by their own terms of use and privacy policies.

We do not, through the Site, collect, handle, or process “personal information” or “personal data” as defined under applicable law. We may, however, collect, handle, process, or otherwise use aggregated or de-identified information, which cannot reasonably be used to identify you. Once de-identified and aggregated so that data does not personally identify you (for example, we may aggregate data in order to improve our automation and improve care), it is no longer personal information. Such de-identified and/or aggregated information which does not identify individuals is not subject to these Terms or this Section.

Additionally, we may work with certain third parties to collect, analyze, and use some information concerning the Site. For example, we may use third parties to receive certain information concerning the Site. The information collected by such third parties using these technologies may be used to engage in analysis and reporting. These third parties may set and access cookies on your computer or other device and may collect information about your online activities across different websites or services over time, including on websites and mobile applications that are not owned or operated by Company. In particular, the Site may use Google Analytics to help collect and analyze certain information for the purposes discussed above. You may opt-out of the use of cookies in web browsers

by Google Analytics by visiting Google's website. Cookies are small data files stored on your hard drive or in device memory that, among other things, help us improve the Site and your experience, see which areas and features of the Site are popular, and count visits.

9. INDEMNIFICATION

You agree to indemnify, defend and hold the Company, its affiliates, parents, subsidiaries, suppliers, contractors, licensees and service providers and each of its and their officers, employees, directors, licensors, agents, representatives, successors and assigns harmless from any claims, damages, liabilities, losses, judgments, awards, costs and expenses, including reasonable attorneys' fees and costs, arising out of or relating to your violation of these Terms, your use of the Site (including any use of the Site content other than as expressly authorized in these Terms), or your use of any information obtained from the Site.

10. DISCLAIMER OF WARRANTIES

You shall not create or distribute information, including but not limited to advertisements, press releases or other marketing materials, or include links to any sites which contain or suggest an endorsement by the Company, without the prior review and written approval of the Company.

THE SITE IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DOES NOT WARRANT THAT ANY SERVICES, INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE COMPANY OR THE SITE, THE COMPANY'S SERVERS OR ELECTRONIC COMMUNICATIONS SENT FROM THE COMPANY ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE COMPANY 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 SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE IS AT YOUR OWN RISK. THE SITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE 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 SITE. WITHOUT LIMITING THE FOREGOING, NEITHER THE COMPANY NOR ANYONE ASSOCIATED WITH THE COMPANY REPRESENTS OR WARRANTS THAT THE SITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE 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 SITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE SITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

11. LIMITATIONS ON LIABILITY

TO THE FULL EXTENT PERMISSIBLE BY LAW, THE COMPANY WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY SERVICE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY SERVICE OR THE SITE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL THE COMPANY, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE, THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SITE, NOR SHALL THE COMPANY BE RESPONSIBLE FOR ANY DAMAGES WHATSOEVER THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE WHETHER OR NOT CAUSED BY EVENTS BEYOND THE COMPANY'S REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO ACTS OF GOD, COMMUNICATIONS LINE FAILURE, THEFT, DESTRUCTION, OR UNAUTHORIZED ACCESS TO THE SITE'S RECORDS, PROGRAMS, OR SERVICES. UNDER NO CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO A NEGLIGENT ACT, WILL THE COMPANY OR ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS OR AGENTS BE LIABLE FOR ANY DAMAGE OF ANY KIND THAT RESULTS FROM THE USE OF, OR THE INABILITY TO USE, THE SITE, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; AS A RESULT, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

12. THIRD PARTY WEBSITES

The Site may hyperlink to sites not maintained by or related to the Company. Hyperlinks are provided as a service to users and are not sponsored by or affiliated with the Site or the Company, and the Company makes no representations or warranties about the content, completeness, or accuracy of those third party sites. Information you submit at a third party site accessible from the Site is subject to the terms of that site's policies, and the Company has no control over how your information is collected, used, or otherwise handled. 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.

13. OUR COMMUNICATIONS TO YOU

The Company may send electronic mail or otherwise contact you for the purpose of advising you about our products or services, including changes or additions to our products or services, or for such other purpose(s) as the Company deems appropriate. Upon the receipt of these communications, you will have the option to opt-out or unsubscribe from future electronic mail notifications. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

14. ARBITRATION

At Company's sole discretion, it may require you to submit any disputes arising from these Terms or use of the Site, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying California law.

15. MISCELLANEOUS

No waiver by the Company of any term or condition set forth in these Terms 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 shall not constitute a waiver of such right or provision. If any provision of these Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions. These Terms constitute a binding agreement between you and the Company and is accepted by you upon your use of the Site. These Terms and the agreements incorporated by reference constitute the entire agreement between you and the Company regarding the use of the Site. By using the Site you represent that you are capable of entering into a binding agreement, and that you agree to be bound by these Terms.

Nothing hereunder shall be construed to give either you or Company the power to act as an agent of the other.

These Terms are governed by the laws of the state of California in the United States of America, and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms shall be governed by, and construed in accordance with, the laws of California without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth herein and/or for entering any judgment on an arbitration award, shall take place in the County of Sacramento in the State of California. By using the Site, you hereby agree that any and all disputes regarding these Terms will be subject to the courts located in California. These Terms operate to the fullest extent permissible by law.

EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL FOR ALL CLAIMS, INCLUDING COUNTERCLAIMS AND TORT CLAIMS, WHICH RELATE TO THE SUBJECT MATTER OF THIS INVOICE.

YOU AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE AND/OR THESE TERMS WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE SITE MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

All other feedback, comments, requests for technical support and other communications relating to the Site should be directed to tworthington@concretevalue.com.