



# StructionSite

+Terms of Use

Revised, 1.12.2017

Thank you for visiting our website! These terms of use (the "**Agreement**") govern access to and use of the website (the "**Website**") of StructionSite, Inc. (hereinafter, "**Company**"; "**we**" or "**our**"), the services offered from time to time ("**Services**") provided through the Website and through any applications and software provided to you to access our services, including mobile applications, updates or patches, utilities and tools or APIs (the "**Software**" and, collectively with the Website, the "**Platform**") by you ("**Customer**" or "**you**"), so please carefully read them before using the Platform and Services.

These Terms, together with our Privacy Policy ("**Privacy Policy**") as set forth from time to time at our Website and which are hereby incorporated into this Agreement by reference, establish the legal terms and conditions of the agreement between us governing your use and our provision of the Platform and Services.

By using the Platform and Services you agree to be bound by this Agreement. If you are using the Platform and Services on behalf of an organization, you are agreeing to this Agreement for that organization and representing that you have the capacity and authority to bind that organization to this Agreement. In that case, "you" and "your" will refer to that organization.

You may use the Platform and Services only in compliance with this Agreement. You may use the Platform and Services only if you have the power to form a contract with the Company and are not barred from doing so under any applicable constitutions, laws, ordinances, principles of common law, codes, regulations, statutes or treaties and all applicable orders, rulings, instructions, requirements, directives or requests of any courts, regulators or other governmental authorities ("**Law**"). You may not use the Services if you are under 18 years of age. By agreeing to this Agreement, you are representing to us that you are over 18. You may not use the Services unless you are a resident of the United States of America and access the Platform in the United States of America. Without limiting the foregoing, the Services are not available to any person resident in the European Union or any person accessing it under the jurisdiction of the European Union.

1. **Definitions.** Capitalized terms in this Agreement have the meanings assigned to them in [Section 14](#) or elsewhere in these this Agreement, unless the context otherwise requires, which meaning will be equally applicable to both the singular and plural forms of such terms. In this Agreement, unless a clear contrary intention appears (a) "Section" refers to sections of this Agreement; (b) "including" (and with correlative meaning "include") means including without limiting the generality of any description preceding such term, and (c) any provision for Company's consent or approval allows Company to grant or withhold its consent or approval in its sole and absolute discretion.

2. **Services Provided by Company.**

2.1 **Services.** Subject to the terms of this Agreement, Company may provide certain construction jobsite information services to Customer through the Platform.

2.2 **Updates.** Company reserves the right to change or upgrade any equipment or software that Company uses to provide the Services without notice to Customer. Company may install security patches, updates, upgrades and service packs with respect to the Platform ("Updates") as Company determine in its sole discretion, and Company reserves the right, but not the obligation, to roll back any Updates. Updates may change system behavior and functionality and as such may negatively affect the Services used by Customer. Company will not be responsible or liable for service disruption or changes in functionality or performance due to Updates. Company will not be responsible or liable for issues that may arise from incompatibilities between Customer's systems or software and any Update or hardware or software change or configuration, regardless of whether discretionary or requested.

2.3 **Access Credentials.** Customer is responsible for safeguarding the username, password and other access credentials that Customer uses to access the Platform and Services ("Access Credentials") and Customer agrees not to disclose Customer's Access Credentials to any third party. Customer is responsible for any activity using Customer's Access Credentials, whether or not Customer authorized that activity. Customer will immediately notify

Company of any unauthorized use of Customer's account and of any actual or potential disclosure of Customer's Access Credentials. Customer acknowledges that if Customer wishes to protect Customer's transmission of data or files to Company, it is Customer's responsibility to use a secure encrypted connection to communicate with the Platform and Services. Company makes no representations or warranties as to the security of any such encrypted connection, however, and Customer agrees that Company will have no liability if it fails to protect Customer's transmission.

3. Customer Obligations. Customer will use the Services for business purposes only. Customer's receipt of Services hereunder is at all times conditioned on Customer:

- (a) providing Company with all information reasonably necessary for Company to provide the Services;
- (b) complying with the Specifications at all times and using only the Access Credentials provided by Company;
- (c) otherwise performing Customer's obligations under this Agreement;
- (d) reviewing all transactions periodically, notifying Company promptly of suspected fraudulent or unauthorized activity under Customer's Access Credentials, cooperating with Company to investigate, remediate and prosecute any such security breach and reimbursing Company for remediation costs incurred in connection with any such security breach; and
- (e) complying with all applicable Law in the use of the Platform and Services.

4. Suspension of Services. Company may in its sole discretion immediately suspend any Services and any right to use the Platform at any time in its discretion, including if:

- (a) Company believes that Customer has breached this Agreement;
- (b) Company is obligated or believes itself obligated to suspend any Services to comply with an order, instruction, requirement, directive or request of any governmental body;
- (c) Company believes, in its reasonable opinion, that continuing to supply the Services to Customer may cause damage or harm to Company's relationship with any governmental body, business partner or other third party related to the Services;
- (d) applicable Law or a regulatory action or lawsuit prohibits, impairs or makes impractical the provision of the Services;
- (e) a third-party supplier on whose services the provision of Services is dependent suspends its provision of those services to Company;
- (f) the Services are being used in a manner that Company determines or has been notified may otherwise create liability or may be fraudulent or illegal;
- (g) Customer or any third party has accessed the Services in violation of Section 3, or there has otherwise been unauthorized use of Customer's Access Credentials; or
- (h) Customer ceases to do business as an ongoing business concern, fails to meet its obligations as they come due or becomes subject to proceedings of bankruptcy, receivership, insolvency, liquidation or assignment for the benefit of creditors.

5. Payment Terms.

5.1 Fees. Some Services may require payment of Fees. The Fees for use of these Services are set forth at <http://www.struactionsite.com>. Company expressly reserves the right to change or modify its prices and fees at any time, and any changes or modifications will be effective immediately on posting without need for further notice to Customer.

5.2 Payment. Customer agrees to pay any and all Fees at the time Customer orders the Services. Except for Fees payable on a per-transaction basis, all Fees are due in advance of the time period during which Services are provided. All invoices must be paid within 30 days of the invoice date. Any invoice that is outstanding for more than 30 days may result in the suspension or termination of Services. This may result in loss of data. Access to the account will not be restored until payment has been received. Any Fees not paid as and when due will incur late fees equal to 1.5% per month

or the highest rate permitted by applicable Law. Customer will pay all costs and expenses incurred by Company in collecting any unpaid Fees, including court costs and fees, attorneys' fees and the commissions of collection agents.

**5.3 Payment Methods.** Company accepts various forms of payment, as set forth on the Platform from time to time (each, a "Payment Method").

Customer must provide and verify at least one Payment Method to use the Services. Customer authorizes Company to store, and contract with a third-party to store, Payment Method information for future use as provided in this Agreement. To the extent permitted by applicable Law, Company may use certain third-party vendors and service providers to process payments and manage Customer's Payment Method information. By providing Payment Method information, Customer represents and warrants that (a) Customer is legally authorized to provide that information to Company, (b) Customer is legally authorized to perform payments using the Payment Method(s); and (c) that action does not violate the terms and conditions applicable to Customer's use of those Payment Method(s) or applicable Law. When Customer authorizes a payment using a Payment Method, Customer represents and warrants that there are sufficient funds or credit available to complete the payment using the designated Payment Method.

**5.4 Auto-Renewal.** Unless otherwise provided, Customer agrees that until and unless Customer terminates the Services, the approved Payment Method will be billed on an automatically recurring basis to prevent any disruption to Services, using the Payment Method information provided to Company.

**5.5 Taxes.** Listed Fees for the Services do not include any applicable sales, use, revenue, excise or other taxes imposed by any taxing authority. Any applicable taxes will be added to Company's invoice as a separate charge to be paid by Customer.

**5.6 No Refunds; Invoices Final.** All Fees are non-refundable, even if the Services are suspended, terminated, or transferred before the end of any term for which Customer has paid. All invoices for Fees will be deemed as accepted and final unless Customer provides Company with a specific written description of any disagreement within 60 days after notice of the applicable Fees (including, as applicable, the posting of those Fees on the Platform under Customer's account).

**5.7 Trial Subscriptions.** For some Services, Company may offer a free trial subscription. If Customer accepts a free trial subscription, Company will begin to bill Customer for that Service when the free trial subscription expires, unless Customer cancels its subscription before that time. Customer is always responsible for any internet service provider, telephone, wireless and other connection fees that Customer may incur when using Services, even when Company offers a free trial subscription. Trial subscriptions are not transferrable.

**5.8 Fees Charged By Third-Party Sites and Vendors.** Company may provide links to other websites. Some of these websites may charge separate fees, which are not included in any Fees that Customer may pay to Company. Any separate charges or obligations that Customer incurs in its dealings with third parties are Customer's responsibility. Customer is responsible for any internet service provider, telephone, wireless and other connection fees that Customer may incur when using Services.

**5.9 Credit Reports and Evaluation of Credit.** Customer authorizes Company to obtain business and personal credit bureau reports in the name of the Customer at any time. Customer agrees to submit to Company current financial information in the name of the Customer at any time on request. Such information will be used for the purposes of evaluating or re-evaluating Customer's creditworthiness. Customer also authorizes Company to use such information and to share it with any Affiliate of Company in order to determine whether Customer is qualified for other products or services offered by any Affiliate of Company. Company may report its credit experience with Customer and Customer's payment history to third parties. Customer agrees that Company may release information about Customer or Customer's account to any Affiliate of Company.

**6. Intellectual Property Rights: Data.**

**6.1 Platform.** Company owns and will retain all right, title and interest in all Intellectual Property Rights embodied or fixed in, or otherwise pertaining to, the Platform. Subject to the terms and conditions of this Agreement, Company hereby grants to Customer a limited, non-exclusive, non-transferable license to use the Platform and the Specifications only during the Term and only to enable Company to provide Customer and its Users with the Services. Other than the foregoing grant of rights, Company does not grant, and Customer does not receive or possess, any right or interest in any of Company's Intellectual Property Rights, or any other type of right or interest, whether an economic, property or moral rights interest in the Platform. Customer acknowledges that Company may from time to time upgrade or otherwise change the Platform or the Specifications in its sole discretion. Company will use commercially reasonable efforts to notify Customer of any such changes that may affect the Services or the way in which Customer connects to the Platform. Customer is responsible for satisfying itself that it can successfully interface with the Platform under the Specifications, and Customer understands that Company may change those Specifications from time to time and that Customer may not be aware when changes have been made or are about to be made. Customer is prohibited from copying or otherwise reproducing or attempting to reproduce the Platform. Customer agrees not to modify, disassemble, decompile, reverse engineer, create derivative works of the Platform.

6.2 **Data.** Subject to the terms and conditions of this Agreement, Customer hereby grants Company a limited, worldwide, non-exclusive, royalty-free license during the Term to use, copy, store and transform Customer Content and Customer Data, including modifying or editing, combining with other materials, and creating derivative works of the Customer Content and Customer Data with other Content and data, solely in order to provide use of the Platform and Services as provided under this Agreement and subject to its terms. As between Customer and Company, Company agrees that Customer owns all right, title and interest, including all Intellectual Property Rights, in and to the Customer Content and Customer Data, and any changes, modifications or corrections to them. For purposes of this Agreement (a) “Customer Data” means any data of Customer processed or stored using the Platform or Services, and (b) “Customer Content” means any Content provided to Company by or on behalf of Customer as part of the Services. Company also may aggregate Customer Data and Customer Content with that of other customers for the sole purpose of analyzing and improving Company’s services to all customers, so long as Company does not in the process disclose to any third parties Customer Data or Customer Content in a manner that is readily personally identifiable to Customer.

6.5 **Reservation of Rights.** Each party does not grant, and hereby expressly reserves onto itself, all rights not granted in this Agreement.

6.6 **Injunctive Relief.** Customer agrees that any breach by Customer of this [Section 6](#) is likely to cause irreparable injury for which Company would have no adequate remedy at law. Therefore, in the event of such a breach or threatened breach, Company will be entitled to seek injunctive relief, without limiting any other rights or remedies that may be available to it and Customer agrees to waive any requirement for the securing or posting of any bond in connection with any Company efforts to seek injunctive relief in accordance with this [Section 6.6](#).

6.7 **Software, Utilities and Tools.** Services may require or allow Customer to download Software from Company or its licensors onto Customer’s smartphone, tablet, computer or other device. Company grants to Customer a non-exclusive, limited license to use Software solely for the purpose stated by Company at the time the Software is made available to Customer. If an end user license agreement is provided with the Software, Customer’s use of the Software is subject to the terms of that license agreement. Customer may not sub-license, or charge others to use or access Software. Customer may not translate, reverse-engineer, reverse-compile or decompile, disassemble or make derivative works from Software. Customer may not modify Software or use it in any way not expressly authorized in writing by Company. Customer understands that Company’s introduction of various technologies may not be consistent across all platforms and that the performance of Software and related Services may vary depending on Customer’s computer and other equipment. From time to time, Company may provide Customer with updates or modifications to Software. Customer understand that certain updates and modifications may be required in order to continue use the Software and Services.

7. **Contributing UGC to Services.**

7.1 **Customer Responsibility.** Company does not pre-screen all UGC and does not endorse or approve any UGC that Customer and other customers may contribute to Services. Customer is solely responsible for Customer’s UGC and may be held liable for UGC that Customer posts. Customer bears the entire risk of the completeness, accuracy and/or usefulness of UGC found on Services.

7.2 **Intellectual Property Rights.** Company respects the intellectual property rights of others. Customer must have the legal right to Upload UGC through the Services. Customer may not Upload any UGC on Services that infringes the Intellectual Property Rights or any other rights of a third party nor may Customer Upload UGC in violation of Law or this Agreement. Customer may Upload only UGC that Customer is permitted to Upload by the owner or by Law. Company may, without prior notice to Customer and in its discretion, remove UGC that Company believes may infringe the Intellectual Property Rights or other rights of a third party.

7.3 **Treatment of UGC.** Company reserves the right (but has no obligation except as required by Law) to remove, block, edit, move or disable UGC for any reason, including when Company determines that UGC violates these terms. The decision to remove UGC at any time is in Company’s discretion. To the maximum extent permitted by Law, Company does not assume any responsibility or liability for UGC or for removal of, UGC or any failure to or delay in removing, UGC or other content.

7.4 **Take Down Procedure.** If any person believes that person’s Intellectual Property Rights have been infringed by someone else on the Services, that person may contact Company by e-mailing the following information to [info@struotionsite.com](mailto:info@struotionsite.com):

- (a) a description of the Intellectual Property Rights and an explanation as to how they have been infringed;
- (b) a description of where the infringing material is located;

- (c) the complaining person's address, phone number and email address;
- (d) a statement by the complaining person, made under penalty of perjury, that (i) the complaining person has a good-faith belief that the disputed use of material in which that person owns Intellectual Property Rights is not authorized, and (ii) the information provided is accurate, correct, and that the complaining person is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; and
- (e) a physical or electronic signature of the person authorized to act on behalf of the owner of the exclusive right that has allegedly been infringed.

7.5 **UGC License Grant.** If Customer uses the Services to transmit UGC to other customers, except as expressly communicated by Customer to the recipient in writing at the time of transmittal, then Customer grants those customers the right to use, copy, modify, display, perform, create derivative works from, and otherwise communicate and distribute the UGC transmitted on or through the relevant Services without further notice, attribution or compensation to Customer.

## 8. **Rules of Conduct.**

8.1 **Rules.** The Services may include discussion forums, bulletin boards, review services or other forums in which Customer or third parties may post reviews or other content, messages, materials or other items on the Services ("Interactive Areas"). If Company provides such Interactive Areas, Customer is solely responsible for Customer's use of such Interactive Areas and uses them at Customer's own risk. Customer Content submitted to any public area of the Services will be considered non-confidential. Customer agrees not to Upload any of the following:

- (a) any message, data, information, text, music, sound, photos, graphics, code or other Content that is unlawful, libelous, defamatory, obscene, pornographic, indecent, lewd, suggestive, harassing, threatening, invasive of privacy or publicity rights, abusive, inflammatory, fraudulent or otherwise objectionable;
- (b) Content that would constitute, encourage or provide instructions for a criminal offense, violate the rights of any party, or that would otherwise create liability or violate any Law;
- (c) Content that may infringe any Intellectual Property Rights or any other right of any person;
- (d) Content that impersonates any person or entity or otherwise misrepresents Customer's affiliation with a person or entity;
- (e) unsolicited promotions, political campaigning, advertising or solicitations;
- (f) private information of any third person, including addresses, phone numbers, email addresses and credit card numbers, unless that third person has expressly consented to that use;
- (g) viruses, corrupted data or other harmful, disruptive or destructive files;
- (h) Content that is unrelated to the topic of the Interactive Area(s) in which the Content is posted;
- (i) commercial or other messages to any third person if those messages are not solicited, authorized or welcomed by the third person; or
- (j) Content that, in Company's discretion, is objectionable or which restricts or inhibits any other person from using or enjoying the Interactive Areas or the Services, or which may expose Company or its Affiliates or its customers to any harm or liability of any type.

8.2 **Company Has No Duty to Monitor.** Unless otherwise specified, there is no requirement or expectation that Company will monitor or record any online activity on Services, including communications. However, Company reserves the right to access and/or record any online activity on Services and Customer gives Company Customer's express consent to access and record Customer's activities. Company has no liability for Customer's or any third party's violation of this Agreement, including this **Section 8.**

8.3 **Reporting Abuse.** If Customer encounters another customer who is violating this **Section 8.** Customer will promptly report this activity to Company using the "Help" or "Report Abuse" functions in the relevant Service, if available, or contact Company customer support at support@struactionsite.com.

## 9. **Representations, Warranties and Covenants.**

- 9.1 **Authority.** Customer represents, warrants and covenants to Company that Customer has full power and authority to enter into this Agreement, to carry out Customer's obligations under this Agreement and to grant the rights and licenses granted by Customer to Company pursuant to this Agreement.
- 9.2 **Approval.** Customer warrants to Company that Customer has and will have at all times during the Term all licenses, approvals, qualifications, permits or certificates required in respect of the delivery of all Customer Content, Customer Content and other information provided pursuant to this Agreement.
- 9.3 **Compliance with Law.** Customer represents, warrants and covenants to Company that in connection with all actions under this Agreement, Customer will comply with all applicable Law, including all Law related to privacy.
- 9.4 **Conflicting Obligations.** Customer represents, and warrants to Company that Customer has no outstanding agreement or obligation which is in conflict with any of the provisions of this Agreement, or which would preclude Customer from complying with the provisions hereof, and further agrees that, during the Term, Customer will not enter into any such conflicting agreement.
- 9.5 **Cooperation.** Customer will provide Company with access to, and use of, all information, data, documentation and other materials reasonably necessary for Company to fulfill its obligations under this Agreement.
- 9.6 **Content Warranties.** In respect of any reproduction, adaptation or copy of an artistic work, audiovisual work, motion picture, sound recording, musical work, other copyrightable content, file or other data (each, a "Work"), forming part of Customer Content received or delivered in connection with the provisions of the Services, Customer warrants to Company that Customer has the Intellectual Property Rights, permission or proper authority necessary to allow the Work to be used through the Platform in provision of the Services without infringing the Intellectual Property Rights or other rights of any third party; and, if applicable, Customer has paid or will pay any royalty, license fees and all other properly imposed fees associated with the Work to a third party having the relevant Intellectual Property Rights.
10. **Indemnification.** Customer will defend, indemnify, save, and hold Company and its Affiliates, officers, employees, agents, suppliers or licensors harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorneys' fees, costs of investigation, and the amount of any settlements, asserted against Company and them that may arise or result from (a) Customer's and its Users' use of the Services or the Platform, (b) Customer's breach of any representation, warranty or covenant in this Agreement, (c) Customer's negligence, willful misconduct or violation of applicable Law, (d) any Customer Content or Customer Data, or (e) any disclose of personally identifiable information or other confidential information in violation of third-party rights or applicable Law except if solely attributable to a willful violation of applicable Law by Company.
11. **Limitations and Disclaimers.**
- 11.1 **Limitation of Liability.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFITS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, EVEN IF SUCH PARTY WILL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS. EXCEPT FOR CUSTOMER'S OBLIGATIONS UNDER SECTIONS 3(d), 5, 10, 11.3, AND 13.10, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT EXCEED THE LOWER OF (a) \$1,000, AND (b) THE AGGREGATE AMOUNTS PAID OR PAYABLE BY WAY OF FEES FOR THE 6-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO LIABILITY.
- 11.2 **Disclaimer of Warranties.** ASIDE FROM THE WARRANTIES THAT COMPANY EXPRESSLY SETS FORTH IN WRITING IN THIS AGREEMENT, IT PROVIDES THE PLATFORM AND SERVICES "AS-IS" AND "WITH ALL FAULTS." EXCEPT AS OTHERWISE SET

FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM AND SERVICES AND CUSTOMER'S USE THEREOF. CUSTOMER WAIVES ANY AND ALL WARRANTIES THAT MAY BE IMPLIED BY LAW, INCLUDING, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WARRANTY IS MADE REGARDING THE RESULTS OF THE SERVICES OR PLATFORM, OR THAT USE OF THE SERVICES OR PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS IN THE SERVICES OR PLATFORM WILL BE CORRECTED, OR THAT THE SERVICES OR PLATFORM'S FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS. CUSTOMER IS RESPONSIBLE FOR AND MUST PROVIDE ALL HARDWARE, SOFTWARE, SERVICES AND OTHER COMPONENTS NECESSARY TO ACCESS AND USE THE SERVICES, OTHER THAN THE PLATFORM. COMPANY MAKES NO REPRESENTATIONS, WARRANTIES, OR ASSURANCES THAT CUSTOMER'S HARDWARE, SOFTWARE AND OTHER SERVICES AND SYSTEMS WILL BE COMPATIBLE WITH THE PLATFORM OR SERVICE. COMPANY WILL HAVE NO RESPONSIBILITY FOR ANY HARM TO CUSTOMER'S COMPUTER SYSTEM, LOSS OR CORRUPTION OF DATA, OR OTHER HARM THAT RESULTS FROM CUSTOMER'S ACCESS TO OR USE OF THE SERVICES OR PLATFORM. Some states do not allow the types of disclaimers in this [Section 11.2](#), so they may not apply to you.

11.3 [Third-Party Services](#). Links from the Platform to external websites (including external sites that are framed by the Website) or inclusion of advertisements do not constitute an endorsement by Company of those sites or the content, products, advertising and other materials presented on those sites or of the products and services that are the subject of those advertisements, but are for Customer's reference and convenience. Customer accesses such sites or the products and services that are the subject of those advertisements at Customer's risk. It is Customer's responsibility to evaluate the content and usefulness of the information obtained from other sites. Company does not control those sites, and is not responsible for their content. Company provision of links to third-party sites does not mean that Company endorses any of the material on those sites, or has any association with their operators. Customer further acknowledges that use of any site controlled, owned or operated by third parties is governed by the terms and conditions of use for those sites, and not by this Agreement. Company expressly disclaims any liability derived from the use and/or viewing of links that may appear on the Platform. Customer agrees to hold Company harmless from any liability that may result from the use of links that may appear on the Platform.

12. [Term and Termination](#). The term of this Agreement (the "Term") will begin on the Effective Date and will continue until it is terminated pursuant to its terms. Either party may terminate this Agreement at any time. Company may terminate this Agreement by notice to Customer. Customer may terminate this Agreement by terminating Customer's account using the process provided on the Platform for terminating a customer account. The provisions of [Sections 1, 2.3, 3, 5](#) (as to any payments due with respect to the period before termination) and [6-14](#), as well as any other terms of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement, will survive and continue in full force and effect after any termination or expiration of this Agreement. Any license(s) granted to Customer under this Agreement will automatically terminate on termination or expiration of this Agreement.

13. [Miscellaneous](#).

13.1 [Assignment](#). Customer will not assign, transfer or delegate its rights or obligations under this Agreement to any third party without Company's prior written consent. For the purposes of this Agreement, any sale or transfer by Customer of all or substantially all of its stock or assets or by merger or otherwise by operation of law is considered an assignment, requiring Company's express written consent. Company may freely assign this Agreement or transfer any of its interest herein, including to any Company Affiliate, to a purchaser of all or substantially all of Company's assets, and to a successor in interest of Company as part of a corporate reorganization, consolidation or merger. This Agreement and each of the provisions hereof will inure to the benefit of and be binding on each party's successors, administrators and permitted assigns.

13.2 [Severability](#). If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, such provision will be interpreted to the maximum extent to which it is valid and enforceable, all as determined by such court in such action, and the



remaining provisions of this Agreement will, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

13.3 **Entire Agreement; No Reliance.** This Agreement, including the Privacy Policy, constitutes the entire agreement and understanding between the parties with respect to its subject matter, and this Agreement merges and supersedes all prior agreements, discussions and writings with respect to its subject matter. Each party represents that it has not relied on any representations made by the other party or its representatives or on any descriptions, illustrations or specifications contained in any physical or digital text including websites, proposals, catalogues or other publicity material. Each party has relied only on the express terms of this Agreement, and not on any representations of the other party not set forth herein, nor on any other documents or materials of the other party not expressly made a part hereof.

13.4 **Force Majeure.** Neither party will be held responsible for any delay or failure in performance of any part of this Agreement (with the exception of any obligation to make payments to the other party hereunder) to the extent such delay or failure is caused by fire, flood, explosion, war, terrorism, strike, embargo, governmental action or failure to act, the act of any civil or military authority, act of God, inability to secure material or transportation facilities, acts or omissions of carriers, power outages, computer failures, or by any other causes beyond its control whether or not similar to the foregoing.

13.5 **No Waiver.** The waiver, modification, or failure to insist by a party on any of the provisions of this Agreement will not void, waive, nor modify any of the other provisions nor be construed as a waiver or relinquishment of such party's right to performance in the future of any such provision.

13.6 **Relationship of the Parties.** The relationship of the parties under this Agreement is one of independent contractors, and no agency, partnership, employment, joint venture or similar relationship is created hereby. Except as specifically authorized, neither party will have any authority to assume or create obligations on the other party's behalf, and neither party will take any action that has the effect of creating the appearance of its having such authority.

13.7 **Notices.** Any notice required or permitted under this Agreement will be given in writing by personal delivery, by USPS Priority Express Mail, by nationally recognized overnight delivery service (e.g. UPS), or e mail. Any notice will be deemed received on the earlier of the date of actual delivery or the date on which delivery is refused, regardless of whether the party has vacated the physical address or discontinued the e-mail address. The notice address and e-mail address for Customer will be the address and e-mail address on record with Company as modified by Customer through the Platform from time to time. The notice address for Company will be 2590 Sacramento St. Apt. 305, San Francisco, CA 94115 and the e-mail address for Company will be info@struactionsite.com, as reflected in this Agreement as modified from time to time, pursuant to its terms.

13.8 **Third Party Beneficiaries.** This Agreement does not and is not intended to confer any rights or remedies on any person or entity other than the parties hereto.

13.9 **Amendment.** Company may revise this Agreement from time to time and the most current version will always be posted on the Website. If a revision, in our sole discretion, is material Company may, but have no obligation to, notify Customer, including by postings to relevant Company blogs, so please check those pages regularly. By continuing to access or use the Platform and Services after revisions become effective, Customer agrees to be bound by the revised terms. If Customer does not agree to the new terms, Customer must cease using the Platform and Services and terminate Customer's account using the process provided on the Platform for terminating a customer account.

13.10 **Governing Law; Arbitration.** Any disputes between the parties arising out of or relating to the Agreement ("Disputes") will be governed by California law regardless of Customer's location and notwithstanding of any conflicts of law principles. Except for Disputes relating to Intellectual Property Rights, any Disputes will be resolved exclusively by final and binding arbitration under the rules and auspices of the American Arbitration Association, to be held in Los Angeles County, California, in English, with a written decision stating legal reasoning issued by the arbitrator(s) at either party's request, and with arbitration costs and reasonable documented attorneys' costs of both parties to be borne by the party that ultimately loses. Either party may obtain injunctive relief (preliminary or permanent) and orders to compel arbitration or enforce arbitral awards in any court of competent jurisdiction. If there is more than one Dispute between the parties, all such Disputes may be heard in a single arbitration under this **Section 13.10.** Except to the extent required by applicable Law that cannot be waived or modified by this Agreement, Disputes under this Agreement may not be consolidated into a single arbitration proceeding with disputes between the Company and other persons, even if those disputes are



governed by an arbitration proceeding similar or identical to this [Section 13.10](#) and even those other persons are similarly situated and their disputes are similar or identical in the nature to a Dispute under this Agreement.

14. **Definitions.** The following terms will be defined as set forth below for purposes of this Agreement:

“**Access Credentials**” means the secure method by which Company provides Customer, generally through Customer’s own computer systems, access to control the Platform.

“**Affiliate**” means, in respect of a party, any company or other business entity controlled by, controlling, or sharing common control. For the purposes of this definition, “control” will mean the direct or indirect power to direct or cause the direction of the management and policies of a company or other business entity, whether through ownership of 50% or more of the voting interest, by contract, or otherwise.

“**Content**” means software, technology, text, forum posts, chat posts, profiles, widgets, messages, links, emails, music, sound, graphics, pictures, video, code, and all audio visual or other material appearing on or emanating to and/or from Services, as well as the design and appearance of our applications and websites. Content includes UGC.

“**Fees**” means the amount payable by Customer to Company for the Services.

“**Intellectual Property Rights**” means all copyrights fixed in any medium now known or hereafter discovered, including copyrights in computer programs, pictorial works, audiovisual works, literary works, musical works, sound recordings, motion pictures and the like; patents, trademarks, trade names, trade secrets, design rights, design models, database rights and topography rights, all rights to bring an action for passing off, rights of privacy or publicity, and any other similar form of intellectual rights in intangible property or proprietary rights, statutory or otherwise, whether registered or not, and whether applied for or not, all rights to apply for protection in respect of any of the above rights and all other forms of protection of a similar nature or that relate to intangible property, ideas or expression, as they may exist anywhere in the world.

“**Specifications**” means the documentation and specifications provided by Company to Customer from time to time (through the Website, the Software or otherwise) with respect to use and integration of the Service and Platform.

“**Upload**” means to upload to the Platform, transmit, distribute, store, create or otherwise publish through the Service.

“**UGC**” means Content contributed by customers to Services or created by customers through Services.



# StructionSite

StructionSite, Inc. Customer Privacy Policy

Last Modified: 1/3/2017

1. **Introduction.** This Privacy Policy describes how StructionSite, Inc. (referred to as “we”, “our”, “us”) collects, uses, and stores your information. This privacy policy, together with our Terms of Use (“Terms of Use”) separately agreed to you and incorporating this policy, establishes the legal terms and conditions of the agreement between us governing the submission of the Information and our use of it in performing the Service. All capitalized terms used in this policy and not otherwise defined here will have the meanings assigned to the in the Terms of Use. By submitting the Information, you agree to be bound by this policy, User (“you”) allow the Information to be used in the manner specified in this policy.

2. **Information We Collect.** We collect information in two ways, directly from your input into the Platform, and automatically through the Service.

2.1 **Information Provided By You.** We may collect and store any personal information you enter on our website or provide to us in some other manner. This includes identifying information, such as name, address, email address, and telephone number, and, if you transact business with us, financial information such as your payment method (valid credit card number, type, expiration date or other financial information). If you use our services to upload and manipulate information about your business, this will include that information, for example pictures and other data with respect to construction sites. If you contact us for support, we will keep an internal record of what support was given. From time-to-time, we may provide you with the opportunity to participate in contests or surveys. If you choose to participate, we may request certain personal information from you. Participation in these contests or surveys is completely voluntary and you therefore have a choice whether or not to disclose the requested information. The requested information typically includes contact information (such as name and address), and demographic information (such as zip code).

2.2 **Information Collected Automatically.**

(a) We collect non-personally identifiable information automatically for the primary purpose of customizing the Platform and Service, understanding how they are used, and preventing misuse. For example, when you use access the Platform, we automatically record information from your device, its software, and your activity using the Platform. This may include, but is not limited to the date and time of your access to the Platform, your device’s internet protocol (“IP”) address, browser type, the web page visited before you came to our website, geographical information, identification numbers associated with your devices, your mobile carrier, date and time stamps associated with transactions, system configuration information, metadata concerning files included in the Information submitted to us, and other interactions with the Platform.

(b) Some devices allow applications to access real-time location-based information (for example, GPS or sensor data from your device that may provide information on nearby Wi-Fi access points and cell towers). In addition, some of the information we collect from you, for example IP address, can sometimes be used to approximate a device’s location. Finally, some browsers share your location information (either the location registered with your account or gleaned from other geo-location methods) with sites you visit and we may obtain location information about you in this way. If you do not wish us to receive this information, please configure your devices and browsers not to share it. If you do not provide certain geographical information, however, you may not be able to use all aspects of the Platform or the Services.

(c) We also use “cookies” to collect information and improve the Service. A cookie is a small data file that we transfer to your device. We may use “persistent cookies” to recognize you for future access to the Platform. We may use “session ID cookies” to enable certain features of the Platform, to better understand how you interact with the Platform and to monitor aggregate usage and web traffic routing on the Platform. You can instruct your browser, by changing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit. If you do not accept cookies, however, you may not be able to use all aspects of the Platform or the Services.

(d) We use Local Storage Objects (“LSOs”) such as HTML5 or Flash to store content information and preferences. Third parties with whom we partner to provide certain features on our site may use LSOs such as HTML 5 or Flash to collect and store information. Various browsers may offer their own management tools for removing HTML5 LSOs.

### 3. Use of your Information.

3.1 In General. We may use information that we collect about you to (a) deliver the Services, and manage the Platform and our business, (b) manage your account and provide you with customer support, (c) perform research and analysis about your use of, or interest in, our products, services, or content, or products, services or content offered by others, (d) communicate with you by email, postal mail, telephone and/or mobile devices about products or services that may be of interest to you either from us or other third parties, (e) develop and display content and advertising tailored to your interests on our site and other sites, including providing our advertisements to you when you visit other sites, (f) perform ad tracking and website or mobile application analytics, (g) enforce or exercise any rights in our terms and conditions, and (h) perform functions as otherwise described to you at the time of collection.

3.2 Payment Information. We use credit card and other personally identifiable information (such as PayPal email addresses) you submit to us on the Platform, and other information that we collect, as required, to process payments you make through the Platform through our payment processor intermediaries. We do not store credit card or other payment method information. Our third-party payment processors have the sole and complete responsibility for the storage of credit card and payment information. We may also share personally identifiable information with our payment processor intermediaries for risk management and fraud prevention.

3.3 Third-Party Service Providers. In all circumstances, we may perform the functions described above directly or use a third party vendor to perform these functions on our behalf who will be obligated to use your personal information only to perform services for us and only in conformance with this privacy policy.

### 4. Sharing or Disclosing your Information.

4.1 Personal Information. We do not share your personal information with others except as indicated below or when we inform you and give you an opportunity to opt out of having your personal information shared.

(a) Service Providers. We may share information, including personal information, with third parties that perform certain services on our behalf. These services may include fulfilling orders, providing customer service and marketing assistance, performing business and sales analysis, ad tracking and analytics, supporting our website functionality, and supporting surveys and other features offered through the Platform. We may also share your name, contact information and credit card information with our service providers who process payments. These service providers may have access to personal information needed to perform their functions but are not permitted to share or use such information for any other purposes and are not permitted to use the information in violation of this privacy policy.

(b) Third Parties.

(i) When you click-through on third-party offers featured on the Platform, we may share personal information with the businesses with which we partner to offer you the applicable products or services. When you elect to engage in a particular merchant's offer or program, you authorize us to provide your email address and other information to that third party. To opt-out of some cookies that may be set by third party data partners, please go to <http://www.aboutads.info/choices>. We may share your information with a third party application or a third-party merchant services provider or other reseller with your consent, for example when you choose to access the Platform through such an application or are provided with access to the Platform through such a third-party merchant services firm.

(ii) The Platform may include, from time to time, social media features, such as Facebook and Twitter buttons and widgets, such as “share” buttons or interactive mini-programs that run on our site. These features may collect your IP address, which page you are visiting on our site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on the Platform.

(iii) When you use the Services to disclose your information to other customers or other third parties (such as suppliers), we may share that information with those third parties.

(iv) Your interactions with third parties through the Platform and Services are governed by the privacy policies, if any, of those third parties. We are not responsible for what those third parties do with your information. So you should make sure you trust those third parties and that they have privacy policies acceptable to you.

4.2 **Other Information.** Automatically collected non-personally identifiable information may be aggregated and disclosed without restriction. We may share aggregated, non-personally identifiable information publicly. For example, we may share information publicly to show trends about the general use of the Service with the press, in our marketing materials or with our business partners. We may collate or connect non-personally identifiable information with your personal information, in which case the resulting personally identifiable information will be treated as personal information.

4.3 **Other Disclosures.**

(a) We may disclose to outside parties Information you submit and other information about you that we collect when we have a good faith belief that disclosure is reasonably necessary to (i) comply with applicable Law; (ii) protect the safety of any person from death or serious bodily injury; (iii) prevent fraud or abuse of us or our customers and users; (iv) to protect our property rights; or (v) enforce the Terms of Use, including investigation of potential violations. If we provide your information to a law enforcement agency as set forth above, we will remove encryption before providing it.

(b) If we are involved in a merger, acquisition, or sale of all or a portion of our assets, your information may be transferred as part of that transaction, but we will notify you (for example, via email and/or a prominent notice on our website) of any change in control or use of your Information or if either become subject to a different privacy policy. We will also notify you of choices you may have regarding the information.

5. **Accessing Your Information: Your Choices.**

5.1 If you have an account with us, you have the ability to review and update your personal information online by logging into your account and editing your account profile. More information about how to contact us is provided below. If you have an account with us, you also may close your account at any time through the Platform. After you close your account, you will not be able to sign in to the Platform or access any of your personal information. If you close your account, we may still retain (a) any non-personally identifiable information, and (b) certain personal information associated with your account, if retention is reasonably necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes, prevent fraud and abuse or enforce the Terms of Use. Information stored in routine backups may also be retained for the period those backups are retained in the ordinary course of business.

5.2 You can choose not to provide us with certain information, but that may result in you being unable to use certain features of the Platform and Services because that information may be required in order for you to register as a customer, purchase Services, obtain customer support, or initiate other transactions.

5.3 When you register on the Platform, you consent to receive email messages from us. You may modify this consent later by visiting the personal profile page associated with your account. At any time you can choose to no longer receive commercial or promotional emails from us by visiting the personal profile page associated with your account. You also will be given the opportunity, in any commercial email that we send to you, to opt out of receiving such messages in the future. It may take up to 10 days for us to process an opt-out request. We may send you transactional and relationship emails, such as service announcements, administrative notices, and surveys, without offering you the opportunity to opt out of receiving them. Please note that changing information in your account, or otherwise opting out of receipt of promotional email communications, will only affect future activities or communications from us. If we have already provided your information to a third party (such as a service provider) before you have changed your preferences or updated your information, you may have to change you preferences directly with that third party.

5.4 Our mobile applications may also deliver notifications to your phone or mobile device. You can disable these notifications by visiting the personal profile page associated with your account, accessing the notification settings menu on your device, or by deleting the relevant application.

5.5 Most web browsers are set to accept cookies by default. If you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of the Platform and Services.

6. **Security.** We use reasonable methods, consistent with industry practices, to protect the confidentiality of your information, including administrative, physical and technical methods. Information you submit to or receive from our Service is sent using an encrypted TLS (SSL)

connection. No method of transmission over the internet is completely secure and no method of protecting information is completely secure.

Therefore we cannot and do not guarantee the security of your information.

7. **Our Policy Toward Children.** The Service is not directed or available to persons under 18. We do not knowingly collect information from children under 18. If a parent or guardian becomes aware that his or her child has submitted Information in violation of our policies and has provided us with information without their consent, he or she should contact us at [info@struotionsite.com](mailto:info@struotionsite.com). If we become aware that a child under 18 has provided us with Information, we will take steps to delete that Information from our records, subject to any retention reasonably necessary to comply with our legal obligations, meet regulatory requirements, resolve disputes, prevent fraud and abuse or enforce the Terms of Use.

8. **Changes to our Privacy Policy.** We may make changes to this Privacy Policy from time to time. If this Privacy Policy is modified, we will update this page and the revision date.

9. **California.** California Civil Code Section 1798.83, known as the “Shine The Light” law, permits our customers who are California residents to request and obtain from us a list of what personal information (if any) we disclosed to third parties for direct marketing purposes in the preceding calendar year and the names and addresses of those third parties. Requests may be made only once a year and are free of charge. Under Section 1798.83, we currently do not share any personal information with third parties for their direct marketing purposes.

10. **Contacting Us.** To ask questions about this Privacy Policy, our privacy practices, your Information, or anything relating to the Service, including requests that we unsubscribe you from communications, you may email us at our user contact email: [info@struotionsite.com](mailto:info@struotionsite.com).