

WEBSITE TERMS OF USE

Last Updated: March 5, 2026

SureBuilt Concrete Forms & Accessories (“Company”, “we”, “us”, or “our”) is pleased you have visited our website: <https://surebuilt-usa.com/> (the “Site”). This Terms of Use agreement (the “Agreement”) specifies the terms and conditions for access to and use of the Site, and all other websites, applications, platforms, tools, mobile sites, and mobile applications where this Agreement appears or is linked, and through the use of our services.

By accessing and using the Site or providing information to us (by any means, whether in correspondence, via our Site, or otherwise), you accept and agree to be bound by the terms and provision of this Agreement. In addition, when using the Site, you shall be subject to any posted guidelines or rules applicable to such services, which may be posted and modified from time to time (“Additional Terms”). All such Additional Terms are hereby incorporated by reference into this Agreement. PLEASE REVIEW THIS AGREEMENT CAREFULLY. ANY PARTICIPATION IN THE SITE WILL CONSTITUTE ACCEPTANCE OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THIS AGREEMENT OR OUR PRACTICES, PLEASE DO NOT USE THE SITE.

1. Modifications. This Agreement was published on the date “Last Updated” above. We may change this Agreement from time to time. Changes to this Agreement will be made by updating this page. Any such modifications shall be effective immediately. Please visit this Agreement regularly to read the current version to determine if any changes have been made. Each continued use of the Site by you shall constitute and be deemed your unconditional acceptance of this Agreement, including any changes or modifications.

2. Intended Audience. The Site is intended for adults only. The Site is not intended for any children under the age of 18.

3. Privacy. Your visit to our Site is also governed by our Privacy Policy. Please review our Privacy Policy at <https://surebuilt-usa.com/privacy-policy/>.

4. Discontinuation or Suspension of the Site. We may, at any time and without liability, modify, suspend, or discontinue, temporarily or permanently, the Site (including access to the Site via any third-party links), with or without notice to you; charge, modify or waive any fees required to use our services; or offer opportunities to some or all users. This includes the right to modify, discontinue or

remove any content, postings, links, pages, services, or other materials at any time and for any reason. We may refuse or restrict anyone from access to the Site at any time.

5. Use of Information. Your submission of information through the Site is governed by our Privacy Policy. You represent and warrant that any information you provide in connection with the Site is and will remain accurate and complete, and that you will maintain and update such information as needed. You must always get written permission from all persons named, identified, referred or alluded to, either explicitly or implicitly, in any such information you provide in connection with the Site and, if required, provide us with such written permission upon our request. This includes getting permission from parents or guardians if the person is under the age of 18.

Company reserves the right, and you authorize us, to use and assign all information regarding Site uses by you and all information provided by you in any manner consistent with our Privacy Policy.

Company owns and shall continue to own all right, title and interest in and to all aggregate or deidentified data and any statistical information, benchmarking, comparison, and other analytics or analyses created or developed by Company from performance and usage data generated through your use of the Site. As used in this Agreement, "aggregate" means individual identities have been removed, such that the information is not linked or reasonably linkable to any person or household, including via a device. As used in this Agreement, "de-identified" means the information cannot reasonably be used to reasonably identify, relate to, describe, be capable of being associated with, infer information about, or otherwise be linked, directly or indirectly, to a particular person (individual or entity), device, or computer and for which we will: (i) take reasonable measures to ensure that the information cannot be associated with a person (individual or entity); (ii) commit to maintain and use the information in the de-identified form and not to attempt to re-identify the information, except as may be permitted by applicable privacy laws; and (iii) contractually obligate any recipient of the information to comply with these obligations.

6. Alerts and Notifications. You may receive notifications, alerts, emails, text messages or other types of messages regarding the Site in accordance with the terms of our Privacy Policy. We may also periodically send you emails or text messages that directly promote certain services and products. When you receive

such promotional emails from us you will have the opportunity to “opt-out” by following the unsubscribe instructions provided in the email or text message you receive.

7. Ownership. The Site and all content included on this Site (including, but not limited to, data sheets, specifications, plans, drawings or application recommendations furnished by SureBuilt to Customer furnished by SureBuilt in connection with a purchase of products or services) is and shall continue to be the property of Company or its content suppliers and is protected under applicable copyright, patent, trademark, and other proprietary rights. Any copying, redistribution, use or publication by you of any such content or any part of the Site is prohibited, except as expressly permitted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of this Site.

8. Copyrights and Copyright Agent. If you believe your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have otherwise been violated, please provide a notice containing all of the following information to our Copyright Agent:

(a) An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;

(b) A description of the copyrighted work that you claim has been infringed;

(c) A description of where the material that you claim is infringing is located on the Site;

(d) Your address, telephone number, and e-mail address;

(e) A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

(f) A statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Our Copyright Agent for Notice of claims of copyright infringement on the Site is [name of agent for notice], who can be reached as follows:

By Mail: 2525 Armitage Avenue, Melrose Park, IL 60160

By Phone: (708) 493-9569

By E-mail: info@surebuilt-usa.com

9. Submission. You and other Site visitors may have the ability to transmit or otherwise make available through or in connection with the Site certain materials, including without limitation, materials which may contain information that personally identifies you or someone else, so long as you comply with the terms of this Agreement, and the content is not illegal or injurious to third parties (each, a “Submission” and collectively “Submissions”). You must always get written permission from all persons named, identified, referred or alluded to, either explicitly or implicitly, in such content and, if required, provide us with such written permission upon our request. This includes getting permission from parents or guardians if the person is under the age of 18. We have no control over and are not responsible for any use or misuse (including any distribution) by any third-party of Submissions. IF YOU CHOOSE TO MAKE ANY OF YOUR PERSONALLY IDENTIFIABLE OR OTHER INFORMATION AVAILABLE THROUGH THE SITE, YOU DO SO AT YOUR OWN RISK.

10. Feedback. If you provide us any suggestions, ideas, proposals, comments, feedback or other information (“Feedback”), whether related to the Site or otherwise, you hereby grant to us a worldwide, royalty-free, fully paid-up, non-exclusive, perpetual, irrevocable, transferable and fully sublicensable (through multiple tiers) license, without additional consideration to you or any third-party, to reproduce, distribute, perform and display (publicly or otherwise), create derivative works of, adapt, modify and otherwise use, analyze and exploit such Feedback, in any format or media now known or hereafter developed, and for any purpose (including promotional purposes, such as testimonials). You further irrevocably waive any “moral rights” or other rights with respect to attribution of authorship or integrity of materials regarding any Feedback that you may have under any applicable law under any legal theory. You acknowledge and agree that such Feedback is not confidential, and that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place us under any fiduciary or other obligation.

You represent and warrant that you have all rights necessary to grant the licenses granted in this Section and that your Feedback, and your provision of Feedback through and in connection with the Site, do not violate any terms or conditions of this Agreement, are complete and accurate, and are not fraudulent, tortious or otherwise in violation of any applicable law or any right of any third-party.

11. Site Use. Subject to all limitations and restrictions contained in this Agreement, Company grants you a limited, revocable, nonexclusive license to use the Site solely for your own personal use and not for republication, distribution, assignment,

sublicense, sale, preparation of derivative works, or other use. You agree not to copy materials on the Site, reverse engineer or break into the Site, or use materials, products or services in violation of any law. The use of the Site is at the discretion of Company and Company may terminate your use of the Site at any time.

12. Unacceptable Use. You shall not, and shall not permit anyone else to, transfer, license, assign, distribute, translate, reverse engineer, decompile, disassemble, or modify the Site, duplicate the Site or portions thereof. Further, you shall not, and shall not permit anyone else to: (i) directly or indirectly: sell, rent, lease, or exploit the Site other than as expressly provided herein; (ii) copy any features, functions, look and feel or graphics of the Site unless permitted herein; or (iii) interfere with the integrity or performance of the Site. You may not access or use the Site if you are a competitor of Company or for the principal purpose of monitoring availability, performance or functionality. You may not send unsolicited commercial email to the email addresses provided on the Site. The posting of email addresses is not to be construed as, and does not constitute, consent to use of them by any seller of services, any compiler of mailing lists, or any other non-authorized use without prior permission from us. In addition, spam, chain emails, advertising solicitations and similar email solicitations are expressly prohibited. Further, you agree not to:

(a) use or access the Site for any purpose that is unlawful or prohibited by this Agreement;

(b) use or access the Site in a manner that could damage, disable, overburden, or impair the server hosting the Site or the networks connected to any server hosting the Site;

(c) interfere with any third-party's use and enjoyment of the Site;

(d) attempt to gain unauthorized access to information, accounts, computer systems or networks retained on or connected to any server hosting the Site through hacking, password mining or any other means;

(e) post, transmit or otherwise make available through or in connection with the Site any virus, worm, Trojan horse, Easter egg, time bomb, spyware or other computer code, cancelbots, file or program that is or is potentially harmful or invasive or intended to damage, destroy, disrupt, impair or hijack the operation of a computer's functionality or the operation of our (or anyone else's) Site, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information, or to monitor the use of, any hardware, software or equipment (each, a "Virus");

(f) post content that is obscene, indecent, pornographic, violent, derogatory, defamatory, threatening, harassing, abusive, slanderous, hateful, objectionable or embarrassing to any other person or entity (as determined by us, in our sole discretion);

(g) engage in behavior through the Site that is intended to harass, degrade, or intimidate an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, disability, or any other basis or characteristic recognized by applicable law;

(h) post content that contains SPAM links to other websites or individuals;

(i) impersonate another business, person or entity, including Company, its related entities, employees, and agents;

(j) violate any policy posted on the Site or on any third-party platform (e.g., social media platforms); or

(k) use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or otherwise gather Site content, or reproduce or circumvent the navigational structure or presentation of the Site, without our express prior written consent.

We reserve the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations. You understand that data and communications, including e-mail and other electronic communications, may be accessed by unauthorized third parties when communicated over the Internet. You agree that it is your responsibility, and not ours, to obtain and use third-party software products that support encryption and other security protocols compatible with such protocols (if any) that may be used by us from time to time in connection with the Site.

13. Compliance with Laws. You may use the Site only for lawful purposes. The Site and use of our services is subject to, and you agree that you will at all times comply with all applicable local, state, national, and international laws, statutes, rules, regulations, ordinances and the like applicable to the use of the Site. This obligation includes your agreement to comply with all applicable laws, regulations, and rules relating to the export of technical and other data from the United States (and from your country if you are not located in the United States) and your agreement not to export or re-export any such data or any other content or materials in violation of such laws, rules or regulations without first obtaining all necessary licenses,

consents and approvals therefor, as well as authorization from us. You further agree that information provided by you is truthful and accurate to the best of your knowledge.

14. Non-United States Use & Restrictions. We control and operate the Site from the United States, and all information is processed within the United States. We do not represent that the Site is appropriate or available for use in other locations. By visiting the Site and using any services provided through the Site, you acknowledge that you are not a national of, or resident within any of the countries that are subject to trade embargo, restriction or other limitation under any laws and regulations or listed on any of the United States government's lists of prohibited and restricted parties.

15. Third-Party Websites. Any links contained on the Site are for the use and enjoyment of our visitors. We do not intend such links to be referrals or endorsements of the linked entities, nor do we warrant, endorse, or approve any linked information or entity; and the existence of any particular link is simply intended to imply potential interest to the reader. If, in your interactions with the Site, you are linked or directed to, or click on, a third-party website, we cannot control what information you may provide to that party or on that website, and we are not responsible for how that party may use or disclose any information you may provide to them. This is not as an endorsement by us of any third-party website, content that may be offered on such third-party website, or of any products or services provided by such third-party. We do not control, nor are we responsible for, such third-party website, product or service offerings. As such, we urge that you exercise caution before providing them with your information and to review the third-party's policies and procedures.

You should contact the website administrator for such third-party website if you have any complaints, claims, concerns or questions regarding such third-party website or its privacy practices.

16. Indemnification. To the fullest extent permitted under applicable law, you agree to indemnify, defend and hold Company and our partners, employees, and affiliates, and our respective successors and assigns, harmless from and against any and all claims, demands, causes of actions, debt, liabilities, damages, judgments, awards, losses, costs, expenses and fees (including attorneys' fees), to the extent that such action is based on, arises out of, or relates to (a) your violation of this Agreement; (b) your use of (or inability to use) the Site; and (c) any other activities of yours accomplished using our services or the Site.

17. Disclaimer. THE INFORMATION ON THE SITE IS PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS. YOU AGREE THAT USE OF THE SITE IS AT YOUR SOLE RISK. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO ANY EXPRESS WARRANTIES, STATUTORY WARRANTIES, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE SITE SHALL BE TO DISCONTINUE USING THE SITE.

18. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL COMPANY BE LIABLE OR RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING DAMAGES FROM LOSS OF BUSINESS, LOST PROFITS, LITIGATION, OR THE LIKE), SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN ANY WAY RELATING TO OUR SERVICES, THE SITE, YOUR USE OF OR INABILITY TO USE THE SITE, OR THE CONTENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SITE, CONTENT OR THE SERVICES IS TO CEASE ALL OF YOUR SITE USE.

These limitations of liability shall apply even if a limited remedy fails of its essential purpose. The limitation of liability herein applies to all liabilities in the aggregate, including, without limitation, those resulting from your use or your inability to use the Site, or from any third party websites, including from any Virus that may be transmitted in connection therewith, or any other matter arising from or relating to the Site. You may have additional rights under certain laws (including consumer laws) which do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If these laws apply to you, the exclusions or limitations in this Agreement that directly conflict with such laws may not apply to you. In the event the foregoing exclusion of liability is determined, in whole or in part, to be invalid or unenforceable, then Company's liability arising in connection with the Site, or under this Agreement whether in contract, tort (including without limitation negligence, strict liability and other actions in contract or tort) or otherwise, shall not exceed, under any circumstances, fifty dollars (\$50). THIS PROVISION SHALL HAVE NO EFFECT ON THE CHOICE OF LAW PROVISION SET FORTH BELOW.

19. **Termination.** Company may terminate this Agreement or the Site at any time, or any portion thereof, with or without notice, for any reason. Upon any such termination or suspension, your right to use the Site and our services will

immediately cease, and we may, without liability to you or any third-party, immediately deactivate or delete all associated materials, without any obligation to provide any further access to such materials. Termination of this Agreement shall not limit Company from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve your obligation to pay all fees that have accrued or are otherwise owed by you under this Agreement. Any provision of this Agreement which expressly or by its nature survives termination or expiration, or which contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive the termination or expiration of this Agreement and continue in full force and effect thereafter.

20. Applicable Law and Jurisdiction. You agree that the laws of the state of Illinois, without regard to conflicts of laws provisions will govern this Agreement and any dispute that may arise between you and Company or its affiliates.

The parties agree and hereby submit to the exclusive jurisdiction and venue of the appropriate state and federal courts located in the state of Illinois, County of DuPage County, with respect to such matters.

Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to the Site must be filed or otherwise commenced within one (1) year after such claim or cause of action arose or be forever barred.

21. Notices. Company may give notice by means of a notification on the Site or through electronic mail to your e-mail address on file with Company, or by written communication sent by first class mail or pre-paid post to your address on file with Company. You may give notice to Company at any time by e-mailing company at our contact e-mail provided in Section 26 below. All notices shall be deemed to have been given five days after e-mailing or mailing if sent by first class mail. Any notice of material breach shall clearly define the breach including the specific contractual obligation that has been breached.

22. Severability. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

23. Waiver. The failure of Company to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision. Any waiver of this Agreement by Company must be in writing and signed by an authorized representative of Company.

24. Relationship of the Parties. Nothing contained in this Agreement or your use of the Site shall be construed to constitute either party as a partner, joint venturer, employee or agent of the other party, nor shall either party hold itself out as such. Neither party has any right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain independent contractors responsible for its own actions.

25. Entire Agreement. This Agreement constitutes the entire agreement between you and Company and governs the terms and conditions of your use of the Site, and supersedes all prior or contemporaneous communications and proposals, whether electronic, oral or written, between you and Company with respect to this Site. Notwithstanding the foregoing, you may also be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines, or rules that may apply when you use the website.

26. Contact Information.

SureBuilt Concrete Forms & Accessories
2525 Armitage Avenue
Melrose Park, IL 60160
Phone: (708) 493-9569
Fax: (708) 493-9601
info@surebuilt-usa.com