

SITE Technologies Inc.
Terms of Use
Last Modified October 2024

The below terms and conditions govern your access to and use of sitetechnologies.io and related sites and applications, including any content, functionality, and services offered on or through the same (collectively, and with any replacements thereof, the “Website”). The Website, along with any services and functionalities offered through the Website may collectively be referred to as “Services” herein.

Within this policy, “you” or “user” means a user of the Website, and “we”, “us”, “our” or “SITE” refers to SITE Technologies Inc., a Delaware corporation.

By using the Website, or by clicking to accept or agree to the Terms of Use when this option is made available to you, you accept and agree to be bound by and to abide by these Terms of Use and our Privacy Policy, found at www.sitetechnologies.io/privacypolicy, incorporated herein by reference (together, the “Policy”). If you do not want to agree to the Policy at any time, you must not continue to access or use the Website.

SITE may enter into agreements directly with certain business entities which are separate from this Policy. In such cases, the business entity may be referred to herein as the “Enterprise Customer”, and this Policy will be considered an end user policy for all users who access the Services on behalf of the Enterprise Customer. This Policy is an agreement directly between SITE and the individual user.

1. **Users.** The Policy applies to any individual user who accesses the Services, including users who do not have Accounts (as defined below) and visit the Services for informational purposes, as well as users who access the Services on behalf of an Enterprise Customer.

2. **Accounts.** Users may be required to make an account to use certain Services we offer (each, an “Account”). Even if you access the Services on behalf of an Enterprise Customer, our log-in process may require that you create a unique username and password for your own access to the Services. You should not share your unique username and password, as we may store certain Personal Information (as defined in the Privacy Policy) about you within your Account. You are solely responsible for maintaining the accuracy of your Account information, as well as the confidentiality of any password you choose; you should not provide your Account information to any other person. Your Account may be used only by you personally, and you are fully responsible for all activities that occur under your Account.

3. **General.** We may revise and update this Policy from time to time in our sole discretion. All changes are effective immediately when we post them, or if required by law, when we provide notice to you of such changes. Such changes apply to all access to and use of the Services thereafter, and your continued use of the Services means that you accept and agree to the changes. We will send any notices and messages to you via the email address you provide to us when creating an Account, and you agree to keep your contact information up to date. You are also subject to any additional posted policies and rules related to specific Services and features which may be presented to you at the time of accessing and/or using such Services or features. All such policies are incorporated by reference into this Policy and made part of this Policy.

4. **Provision of Services.** We reserve the right to withdraw or amend any portion of the Services in our sole discretion without notice. We will not be liable if for any reason all or any part of the Services is unavailable at any time or for any period. From time to time, we may restrict access to some or all parts of the Services, to some or all Users.

5. **Use Restrictions.** Users shall not (i) use the Services in any manner that damages, disables, overburdens, or impairs the Services, or interferes with any other party's use of the Services, or in any other manner that is unlawful or prohibited by this policy; (ii) scrape information, data, or content made available through the Services, by any means, manually or through a software program; (iii) create an Account for anyone

other than yourself, or give or allow anyone else access to your Account; (iv) access data of a third party through the Services not intended for you; (v) lease, distribute, license, transfer, sell, or otherwise commercially exploit the Services or your access to the same; or (vi) use the Services in any manner to engage in, or assist in engaging in, fraudulent or illegal activities. Further, to the extent that users are given the option to upload any content of any kind to the Services, users may only upload content that the user owns or has the right and license to use for the purposes of the Services; you represent and warrant that you will not upload any content to the Services if doing so could infringe the rights of any third party.

6. **Access Limitations.** Unless you are accessing the Services on behalf of an Enterprise Customer that has arranged otherwise with SITE, the Services are offered only to individuals aged 16 or older who are located in the United States. If you access the Website from outside the United States, and without an agreement between us and an Enterprise Customer, you do so on your own initiative and are responsible for compliance with local laws.

7. **Payments and Billing.** As of the date of this Policy stated above, payments and billing obligations related to the Services are set forth in separate agreements with our Enterprise Customers. If at any time you are given the option to access a certain feature which requires additional payment, including downloading any information from the Services, you agree that you have the authority and agency to agree to such payments on behalf of the Enterprise Customer. We may in some cases provide notices of the additional fees at the point of accessing the additional feature; however, it is ultimately your responsibility to understand the features that may result in additional charges based on our agreement with the Enterprise Customer.

8. **Intellectual Property.** SITE may have arranged with an Enterprise Customer for certain licenses to information, content, and materials which may be available through the Services (the "Content"), as well as in some cases, transfers of ownership of certain Content. **Such agreements and arrangements are solely between SITE and the Enterprise Customer, and do not provide a license or transfer of rights to any individual user of the Services. As between SITE and you, SITE owns all of the intellectual property rights related to and incorporated within the Services, including but not limited to, any software code incorporated therein and all Content available through the Services.** You agree you will not try to discover any software code, or reverse engineer any portion, of or relating to the Services. You will not attempt to copy or make derivative works of any Content presented or provided on or through the Services. You agree that all of SITE's trademarks, trade names, service marks, trade dress, and other SITE logos and brand features, and product and service names, are the property of SITE (the "SITE Marks"). You agree not to display or use in any manner the SITE Marks without prior written consent from SITE. All rights not expressly granted herein are fully reserved by SITE. You hereby agree to indemnify SITE from any third-party claims arising from your unauthorized use of content obtained on or through the Services.

9. **Feedback.** You agree that if you provide us any comments about the Services, and/or any suggested revisions, additions, ideas, or developments to the Services (collectively, "Feedback"), such Feedback shall be the sole and exclusive property of SITE, and you will have no right, title or interest of any kind or nature therein or thereto, or in and to any results and proceeds therefrom.

10. **Suspension and Termination.** You may terminate your use of the Services at any time by logging into your Account if you have one, and terminating your Account when such option is made available to you; otherwise, you may contact us at the email address set forth in this policy to terminate your Account, or reach out to support@sitetechnologies.io. SITE may, without prior notice, immediately terminate, suspend, or otherwise limit your access to or use of the Services, by terminating your Account or otherwise, if (i) you breach or violate this Policy, (ii) upon request of a law enforcement agency or other governmental agency, (iii) if the Enterprise Customer with whom your Account is affiliated requests that we do so, or (iv) if our agreement with the Enterprise Customer with whom your Account is affiliated is terminated. Additionally, unless our agreement with an Enterprise Customer provides otherwise, we may terminate, suspend, or otherwise limit your access to the Services for any other reason or for no reason in our sole discretion. You agree that all terminations, limitations of

access, and suspensions shall be made in SITE's sole discretion and that SITE will not be liable to you for any termination of your Account or use of the Services.

11. **Disclaimers.**

11.1. SITE MAKES NO REPRESENTATIONS OR WARRANTIES TO YOU ABOUT THE SERVICES, THE SUITABILITY OF THE INFORMATION CONTAINED ON OR RECEIVED THROUGH USE OF THE SERVICES, OR ANY RESULTS RECEIVED OR ACHIEVED THROUGH THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SITE SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SITE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL: MEET A USER'S OR ANY OTHER PERSON'S REQUIREMENTS; OPERATE WITHOUT INTERRUPTION OR BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; ACHIEVE ANY INTENDED RESULT; BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES; OR BE SECURE, ACCURATE, RELIABLE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. SITE FURTHER MAKES NO WARRANTY OF ANY KIND THAT ANY DEFECTS OR ERRORS OF THE SERVICES WILL BE CORRECTED, OR THAT THE CONTENTS OR ANY INFORMATION RECEIVED THROUGH THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

11.2. Without limiting the generality of Section 11.1, you acknowledge that the Services are a decision helper tool only. If you are using the Services on behalf of an Enterprise Customer, you should not rely solely on the Services to make recommendations to, and act on behalf of, that Enterprise Customer. The Services are intended to assist in decision making in combination with your knowledge about your employer's (or other engaging entity's) needs and standard practices.

12. **Limitation of Liability.** UNDER NO CIRCUMSTANCES WILL SITE, INCLUDING ITS STOCKHOLDERS, MANAGERS, DIRECTORS, OFFICERS, REPRESENTATIVES, SUCCESSORS, HEIRS, ASSIGNS, ATTORNEYS, ACCOUNTANTS, AND AFFILIATES, BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, DATA DELETION, DATA CORRUPTION, OR LOSS OF DATA, LOSS OF PROGRAMS, FAILURE TO STORE ANY INFORMATION OR OTHER CONTENT MAINTAINED OR TRANSMITTED BY THE SERVICES, SERVICE INTERRUPTIONS, INTERRUPTION OF BUSINESS, OR FOR THE COST OF PROCUREMENT OF SUBSTITUTE SERVICES) ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE SERVICES, HOWEVER ARISING. SHOULD SITE BE FOUND LIABLE TO ANY USER UNDER ANY CLAIM OR CAUSE OF ACTION, EACH USER AGREES THAT IN ANY CASE, THE MAXIMUM AMOUNT OF DAMAGES THAT SITE MAY BE LIABLE FOR ARISING FROM THIS AGREEMENT OR THE USE OF THE WEBSITE OR SERVICES WILL NOT EXCEED \$100.00. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW OF SUCH JURISDICTION.

13. **Indemnification.** You agree to defend, indemnify, and hold harmless SITE, along with its affiliates, subsidiaries, parents, successors, assigns, officers, directors, employees, agents, and shareholders, from all liabilities, claims, demands, and expenses, including attorney's fees, made by any third party that arise from (i) your use of the Services, (ii) your violation of this Policy, and (iii) your violation of any rights or policies of another party. SITE reserves the right, at your expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with SITE in asserting any available defenses.

14. **Disputes; Governing Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Illinois without giving effect to the conflicts or choice of law provisions thereof. Any action or proceeding seeking to enforce any provision of, or based upon any right arising out of, this Agreement shall be brought in any court of appropriate jurisdiction in Cook County, Illinois.

15. **Entire Agreement; Interpretation with Enterprise Agreement.**

15.1. This Policy and any terms referenced within this Policy as being incorporated herein, and any other terms you may agree to as you navigate the Website, contain the entire agreement between SITE and you as a user of the Services.

15.2. If you access the Services on behalf of an Enterprise Customer, then the commercial agreement or arrangement between SITE and the Enterprise Customer will control in the event of a conflict with this Policy. However, an individual user is not a third-party beneficiary of any agreement with an Enterprise Customer, and the provisions herein shall be effective as to all individual users, regardless of any agreement with an Enterprise Customer with whom the individual user may be affiliated. For example, to the extent that SITE has agreed to certain warranties, provisions regarding liability or limitations thereof, and/or indemnification provisions, in a separate agreement with an Enterprise Customer, that separate agreement will control as to the relationship between SITE and the Enterprise Customer, but the provisions herein shall apply to the relationship between SITE and an individual user and may limit the individual user's right to bring direct claims against SITE in a manner that differs from the rights of the Enterprise Customer.

16. **Waiver and Severability.** No waiver by SITE of any term or condition set out in this Policy 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 SITE to assert a right or provision under this Policy shall not constitute a waiver of such right or provision. If any provision of this Policy is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of this Policy will continue in full force and effect.

17. **Comments and Concerns.** We welcome our users to reach out with any questions on this Policy by using the following contact email: info@sitetechologies.io.