

STANDARD TERMS AND CONDITIONS FOR BUYERS

Last Updated: January 8, 2025

1. INTRODUCTION

Our mission is to bring utilities, vendors, and consultants together to improve the lives of customers. The Constructive Application, Resource, and Training (CART) platform (the “Platform”) is designed to help organizations be found by customers, partners, and others aligned in improving the lives of customers through the sharing of valuable information and services.

1.1 Contract: By creating an account, becoming an Administrator, or continuing as an Administrator of a Profile Page, you are agreeing on behalf of yourself or your Organization (as applicable) to accept and be bound by these Standard Terms and Conditions for Buyers (“Terms and Conditions”). “Organization” means the business represented by your Page, which may only be a legal entity (such as a company or trade organization) or you, if you are operating the business in your individual capacity (such as a sole proprietorship). You also represent and warrant that you are authorized to accept and be bound by these Terms and Conditions on behalf of the Organization (collectively with the Organization, you and the other Administrators, if any, “You”).

If You do not agree to these Terms and Conditions, do not register as an Administrator and do not access or otherwise use the CART Platform (including creating, claiming or continuing as an Administrator for the Page). The CART Platform is provided subject in all respects to these Terms and Conditions and all use is subject thereto.

These Terms and Conditions govern the use of the Platform operated by Constructive, Inc. (“Company”, “we”, “us”, or “our”), through which buyers (“Buyers”) and sellers (“Sellers”) can enter into contracts (“Service Agreements”) for the provision of services and/or materials (the “Services”).

By registering on and using the Platform, Buyers (“Users”) agree to be bound by these Terms and Conditions. If You do not agree with any part of these Terms and Conditions, you must not use the Platform.

2. ELIGIBILITY AND REGISTRATION

2.1 Eligibility: Users must be legally capable of entering into binding contracts and must comply with all applicable local, state, national, and international laws.

2.2 Registration: To access and use the Platform, Users must register for an account. All information provided during registration must be accurate, current, and complete. Users are responsible for maintaining the confidentiality of their account information.

3. USE OF THE PLATFORM

3.1 Platform Role: The Platform facilitates the connection between Buyers and Sellers for the provision of Services. The Company is not a party to any Service Agreement between Buyers and Sellers and the Company does not provide, guarantee, insure or warranty any Services or the performance of any User. The Company does not guarantee the quality, safety, or legality of the Services, nor the performance of either Buyers or Sellers and does not make any representation or warranty of anykind or nature relating to the Services or any of the Users. **To the fullest extent permitted by law, each User hereby irrevocably and unconditionally releases and discharges the Company, its agents, attorneys, employees, officers, shareholders and anyone acting on behalf of the Company or any of them (collectively the “Company Parties”) from and against any and all claims, costs (including court costs, witness fees and attorney fees), liabilities, damages, suits and causes of action of any and every kind, type or nature resulting from, arising out of or in any way related to any Service Agreement or other agreement between a Buyer and a Seller, any representations, discussions and communications between a Buyer and a Seller and any and all other matters in any way related to such User’s use of the Platform (collectively, all of the foregoing, “Claims”). Each User further agrees, to the fullest extent permitted by law, to indemnify, defend and hold the Company Parties harmless from and against any and all Claims.**

3.2 Prohibited Activities: Users may not:

- Use the Platform for illegal or unauthorized purposes.
- Post false, inaccurate, or misleading information.
- Breach any contracts or infringe the intellectual property rights of others.
- Engage in any activity that disrupts the Platform or interferes with other Users.
- Rent, lease, loan, trade, sell/re-sell or otherwise monetize the Services or related data or access to the same, without Company’s consent.
- Use bots or other automated methods to access the Platform, add or download contacts, send or redirect messages.
- Monitor Platform availability, performance or functionality for any competitive purpose.

- Engage in “framing,” “mirroring,” or otherwise simulating the appearance or function of the Platform.
- Interfere with the operation of, or place an unreasonable load on, the Platform (e.g., spam, denial of service attack, viruses, gaming algorithms).
- Copy, use, disclose or distribute any information obtained from the Platform whether directly or through third parties (such as search engines), without the consent of the Company.

4. BUYER TERMS

4.1 Engaging Sellers: Buyers can browse the Platform for Sellers offering Services and may engage a Seller by agreeing to the terms of a Service Agreement through the Platform.

4.2 Payments: Buyers agree to pay the agreed-upon price for the Services as set forth in the Service Agreement. Payments must be made through the Platform unless otherwise authorized by the Company.

4.3 Disputes: In the event of a dispute with a Seller, Buyers must first attempt to resolve the matter directly with the Seller. If unresolved, Buyers may request mediation through the Platform, but the Company is not responsible for enforcing any Service Agreement.

5. SELLER TERMS

5.1 Offering Services: Sellers may list their Services on the Platform and agree to provide such Services to Buyers upon entering into a Service Agreement.

5.2 Payments to Sellers: Payments due to Sellers will be as agreed upon in the Service Agreement. Payments will be processed through the Platform, less any applicable fees charged by the Company.

5.3 Liability: Sellers are solely responsible for the performance and completion of their Services and for any claims, damages, or liabilities that arise from their performance.

6. PAYMENT TERMS

6.1 Platform Fees: Sellers may be subject to transaction fees, which will be outlined in a separate agreement between the Seller and the Company. Buyers will only be required to pay the agreed-upon price for the Services as set forth in the Service Agreement.

6.2 Payments by Buyers: Buyers agree to pay the full price for the Services as agreed upon with the Seller in the Service Agreement. All payments must be made through the Platform, unless otherwise authorized by the Company.

6.3 Refunds: Refund policies for Buyers will be governed by the terms of the Service Agreement between the Buyer and Seller. The Company is not responsible for processing refunds unless otherwise stated in a specific agreement signed on behalf of the Company.

7. LIABILITY AND DISCLAIMERS

7.1 Platform as a Neutral Venue: The Company acts as a neutral platform provider and does not supervise or control the Services offered by Sellers or the behavior of Buyers. The Company does not guarantee the accuracy or legality of User content or the performance of any User.

7.2 No Warranty: The Platform is provided "as is" without warranties of any kind. The Company disclaims all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

7.3 Limitation of Liability: In no event shall the Company be liable for any indirect, incidental, special, consequential, or punitive damages, or any loss of profits or revenues, arising out of or in connection with the use of the Platform.

8. TERMINATION

8.1 Termination by Users: Users may terminate their accounts at any time by providing written notice to the Company. All outstanding obligations under these Terms and Conditions and any Service Agreements must be fulfilled.

8.2 Termination by Company: The Company reserves the right to suspend or terminate a User's account if such User violates these Terms and Conditions or engage in behavior that in the sole opinion of the Company harms the Platform or its Users.

9. CONFIDENTIALITY AND DATA PROTECTION

9.1 Confidential Information: Users may receive confidential information from other Users or the Company. Users agree to protect this information and not disclose it to any third parties without prior consent of the disclosing party.

9.2 Data Protection: The Company will collect, use, and process personal data in accordance with its Privacy Policy, which is incorporated by reference as Exhibit A hereto and made a part hereof.

10. DISPUTE RESOLUTION

10.1 Governing Law: These Terms and Conditions shall be governed by the laws of Pennsylvania without regard to its conflict of laws principles. Any disputes arising from these

Terms and Conditions or the matters described hereunder shall be submitted to litigation only in the Court of Common Pleas of Chester County, Pennsylvania, or the United States District Court for the Eastern District of Pennsylvania.

10.2 Arbitration: Any disputes arising out of or relating to these Terms and Conditions or the use of the Platform will be resolved through binding arbitration in accordance with the rules of American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

11. MISCELLANEOUS

11.1 Amendments: The Company reserves the right to amend these Terms and Conditions at any time. Any changes will be effective upon posting on the Platform, and continued use of the Platform constitutes full and unconditional acceptance of and agreement to the amended Terms and Conditions.

11.2 Severability: If any provision of these Terms and Conditions is held to be invalid or unenforceable, such provision shall be modified to the minimum extent necessary to make it enforceable, and the remaining provisions shall remain in full force and effect.

11.3 Entire Agreement: These Terms and Conditions constitute the entire agreement between Users and the Company regarding the use of the Platform and supersede any prior agreements or understandings.

11.4 Notices: All notices, approvals, consents, requests, confirmations and communications permitted or required under these Terms and Conditions shall be effectively given via email to the email address for the party as registered with the Company and in the case of the Company at the following email address: admin@constructivebuiltenvironment.com except that any notices claiming or alleging any default or breach by a party hereunder shall be sent via email to the email address for such party and simultaneously by certified mail, registered mail, or nationally recognized overnight courier service, addressed to the proper party, at the postal address for such party as is registered with the Company and in the case of the Company to 1309 Murdock Dr., West Chester, Pennsylvania 19380.

Exhibit A- Privacy Policy

PRIVACY POLICY

Last Updated: October 5, 2024

Constructive, Inc. (“we”, “us”, or “our”) operates the CART online marketplace that connects buyers and sellers of services. This Privacy Policy explains how we collect, use, share, and protect personal information of users (“Users”, “you”, or “your”) of our platform (the “Platform”).

By using the Platform, you agree to the terms of this Privacy Policy. If you do not agree with this Privacy Policy, you must not use the Platform.

1. Information We Collect

We collect the following types of information to provide and improve our Platform:

1.1 Personal Information

When you register on the Platform, use our services, or contact us, we may collect personal information, including but not limited to:

- Name
- Email address
- Phone number
- Company name and job title
- Payment information (credit/debit card details, banking information)
- Location and business address
- User account details (including service preferences and transaction history)
- Company information (including insurance, safety performance, and certifications)

1.2 Non-Personal Information

We also collect non-personal information that cannot be used to identify you, such as:

- Browser type and version
- Operating system
- Pages you visit on the Platform
- Time spent on the Platform and other usage statistics

- IP address and device identifiers

1.3 Cookies and Tracking Technologies

We use cookies and other tracking technologies to enhance your experience on the Platform. Cookies help us to:

- Keep you logged in
- Remember your preferences
- Track the performance and usage of the Platform

You may adjust your browser settings to refuse cookies, but this may limit your ability to use certain features of the Platform.

2. How We Use Your Information

We use the collected information to:

- Provide, maintain, and improve the Platform and our services
- Facilitate communication between buyers and sellers
- Process payments and transactions
- Provide customer support and respond to your inquiries
- Analyze Platform usage to improve user experience and functionality
- Send you notifications about your account, transactions, and relevant updates
- Ensure compliance with legal obligations and protect against fraud and misuse

3. Sharing Your Information

We will not sell or rent your personal information to third parties. However, we may share your information with the following parties:

3.1 Service Providers

We may share your information with third-party service providers that assist us in operating the Platform, including payment processors, cloud service providers, analytics providers, and customer support services. These providers are required to handle your information in accordance with this Privacy Policy and applicable data protection laws.

3.2 Buyers and Sellers

In the course of a transaction, we may share relevant personal information between Buyers and Sellers, such as contact details, service requests, and project details, to facilitate service delivery.

3.3 Legal Compliance and Protection

We may disclose your personal information if required by law, court order, or legal process, or if we believe that disclosure is necessary to:

- Comply with legal obligations
- Protect our rights, privacy, safety, or property, and that of our Users
- Investigate or prevent illegal activity, fraud, or misuse of the Platform

3.4 Business Transfers

If we undergo a business transaction such as a merger, acquisition, or asset sale, your personal information may be transferred as part of the transaction. In such cases, we will notify you and provide options regarding your information.

4. Data Security

We take the security of your personal information seriously and use reasonable technical, administrative, and physical safeguards to protect your data. However, no system is completely secure, and we cannot guarantee the absolute security of your information.

- **Access Control:** We restrict access to your personal information to authorized personnel only.
- **Security Audits:** We regularly review our security practices to identify and mitigate risks.

5. Your Rights

You have the following rights regarding your personal information:

5.1 Access

You have the right to request a copy of the personal information we hold about you.

5.2 Correction

If any personal information is inaccurate or incomplete, you have the right to request correction.

5.3 Deletion

You have the right to request that we delete your personal information, subject to certain legal or contractual obligations that require us to retain it.

5.4 Data Portability

You may request that we provide your personal information in a structured, commonly used, and machine-readable format, or that we transfer your information to another data controller.

5.5 Objection to Processing

You may object to the processing of your personal information for direct marketing purposes, or in situations where we rely on legitimate interest as the legal basis for processing.

6. Retention of Personal Information

We retain your personal information for as long as necessary to provide our services and fulfill the purposes outlined in this Privacy Policy, unless a longer retention period is required or permitted by law.

7. Third-Party Links

Our Platform may contain links to third-party