

# STANDARD TERMS AND CONDITIONS FOR SELLERS

**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 Sellers (“Agreement” or “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 this Agreement on behalf of the Organization (collectively with the Organization, you and the other Administrators, if any, “You”).

If You do not agree to this Agreement, 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 any kind 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. Seller Terms**

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

**4.2 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.

**4.3 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.

## **5. Buyer Terms**

**5.1 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.

**5.2 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.

**5.3 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.

## **6. Payment Terms**

**6.1 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.

**6.2 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.

**6.4 Transaction Fees.** Sellers are subject to transaction fees equal to 10% of Net Sales Revenue for Company-attributed sales. Sales will be attributed to the Company if Buyer's first point of contact with the Seller was through the CART Platform or Company's Marketing Services and the initial Agreement with the Buyer was entered during the term of these Terms and Conditions or within six (6) months of the termination or expiration of the Terms and Conditions. A Buyer is defined as a client who has not made its most recent purchase from Seller in the past 2 years and whose contact or discovery results from, is related to or can be traced back to the CART Platform or Company's Marketing Services.

**6.5 Calculation of Net Sales Revenue.** Net Sales Revenue is defined as gross sales revenue minus returns, refunds, and discounts. On a monthly basis, the Seller will provide reasonably detailed and itemized written statements to Company setting forth the status of all pending sales, copies of all service contracts and other agreements with all clients and customers for which a Transaction Fee may be payable hereunder, payment information, receipts and accounts receivable information pursuant to such contracts or other agreements and such other information and documentation as the Company may request to verify and determine the applicable the Transaction Fees, such obligation to survive the expiration or termination of these Terms and Conditions.

**6.6 Payment Schedule.** The Transaction Fee shall be paid to Company within thirty (30) calendar days of the Seller receiving payment from the Buyer for the Company-attributed sale.

**6.7 Dispute of Transaction Fees.** If the Seller disputes a Transaction Fee, they must notify the Company in writing within seven (7) calendar days of the report submission, outlining the basis of the dispute. Both parties agree to work in good faith to resolve any disputes promptly.

## **7. Late Payments**

**7.1 Late Fee.** Any payment not received by the due date shall incur a late fee of 1.5% of the overdue amount per month or the maximum amount permitted by law, whichever is lower.

**7.2 Suspension of Service.** If Seller's account remains unpaid for 30 days past the due date and without limitation of such other rights and remedies as are available to Company, Company reserves the right to suspend access to the Platform until the account is brought current, upon 5 days' prior notice thereof to Seller.

## **8. Payment Methods**

**8.1 Accepted Payment Methods.** Company accepts the following payment methods: credit card and ACH transfer. Seller shall provide accurate and up-to-date payment information.

**8.2 Changes to Payment Information.** Seller is responsible for updating their payment information in the event of changes, including but not limited to credit card expiration or changes in banking details.

## **9. Taxes**

**9.1 Responsibility for Taxes.** Seller shall be responsible for all applicable sales, use and other taxes, duties, and other governmental charges, excluding taxes based on Company's income. If Company is required to collect any taxes, such taxes will be billed to Seller and detailed on the applicable invoice.

**10. Term.** This Agreement will commence on the Effective Date and continue for an initial term of 1 year the "Initial Term"). Thereafter, the term of this Agreement will automatically renew for successive terms of 1 month each, unless either party provides written notice of non-renewal at least 14 days before the end of the then-current term.

**10.1 Termination for Cause.** Either party may terminate this Agreement for cause if the other party breaches any material term of this Agreement and fails to cure such breach within 30 days of receiving written notice of the breach, except that in the event of a monetary default, such default must be cured within not more than 7 days after receipt of written notice thereof.

**10.2 Termination for Convenience.** Either party may terminate this Agreement for convenience upon 90 days written notice to the other party.

**11. Company Obligations and Warranties.** Company agrees to:

- Provide the Platform and related services in a professional and workmanlike manner, in accordance with the specifications herein and generally accepted industry standards.
- Comply with all law and regulation applicable to its obligations hereunder, including with respect to the performance of Services.
- Maintain the availability of the Platform in accordance with the Agreement.

## **12. Intellectual Property.**

**12.1 Provider IP.** Company retains all right, title, and interest in and to the Platform and all related intellectual property. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, "Work Product") developed in whole or in part by the Company in connection with the Services will be the exclusive property of the Company. Upon request, the Seller will execute all documents necessary to confirm or perfect the exclusive ownership of the Company to the Work Product.

**12.2 Customer Data and User Data.** For purposes of this Agreement, "Customer Data" means all data which Seller provides Company in connection with the Agreement, including without limitation, all business, services, employee, pricing and marketing information provided by Seller. Seller retains all right, title, and interest in and to the Customer Data. Seller grants Company a non-exclusive, royalty-free, license to use, copy, store, transmit, modify and display Customer Data, during the term of the Agreement, for the following purposes:

(a) Service Provision. To the extent necessary to provide, maintain, and improve the Services for customers, including customer support.

(b) Aggregated Data. To create aggregated and anonymized statistical analyses, reports, and trends, provided that such data does not identify Customer or any individual.

(c) Product Improvement. To analyze and improve the functionality and user experience of the Services.

(d) Compliance and Legal. To comply with legal obligations or to protect and enforce Company's rights.

For purposes of this Agreement, "User Data" means all data and information, except Customer Data, regarding Seller's actual use of the Platform, including data collected by Company regarding how Seller accesses and uses the Platform, including metadata and data regarding the settings, preferences, and configurations chosen by Seller with respect to the Platform; and information regarding the transactions entered by Seller in connection with the Platform.

**12.3 Data Security and Compliance.** Company's Privacy Policy is attached hereto as Exhibit A and made a part hereof. Company agrees to establish and maintain security procedures with respect to Customer Data and User Data to protect the confidentiality, integrity, and availability of such data, which procedures are consistent with generally accepted industry standards, applicable law, and are reasonable under the circumstances. Such procedures will include reasonable administrative, technical and physical safeguards at the network, system, server, database, workstation and application levels. Company will comply with all applicable laws with respect to the confidentiality of Customer Data and User Data.

**12.4 Data Confidentiality.** Customer Data and User Data shall be deemed confidential information of Seller. Company will treat Customer Data and User Data as confidential and will not disclose it to any third party except as required to provide the Service, as required by law or as otherwise permitted herein.

**13. Training and Support.** Company will provide Seller employees with training on an as-needed basis. The training will consist of "train-the-trainer" type of training with respect to the functions,

features, and operation of the platform. Training may be provided via webinar or other remote means. Further, Company will provide as-needed technical support regarding the use of the Platform.

**14. Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through direct negotiations among the parties. If the matter is not resolved by negotiation within 60 days of a party providing notice of such dispute, the dispute will be resolved using the below Alternative Dispute Resolution procedure.

Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation administered by the American Arbitration Association or by any private mediator upon which the parties agree. If necessary, mediation and arbitration are to occur in Chester County, Pennsylvania. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration by a single arbitrator under the Commercial Rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction. All costs of mediation and arbitration will be split equally between the parties, and each party will pay its own attorney's fees and litigation expenses.

**15. Confidentiality.** During the term of this Agreement, a party ("Disclosing Party") may disclose or provide access to the other party ("Receiving Party") certain "Confidential Information" of the Disclosing Party. "Confidential Information" shall mean any proprietary, trade secret, or nonpublic information of the Disclosing Party. The Receiving Party agrees to maintain the confidentiality of any Confidential Information disclosed by the Disclosing Party during the term of this Agreement, using the same measures it uses to protect its own confidential information but at least reasonable care under the circumstances. Notwithstanding the foregoing, Confidential Information shall not include information: (i) previously known to the Receiving Party without an obligation of confidence; (ii) independently developed by or for the Receiving Party or Receiving Party's employees, consultants or agents without reference to or use of the Confidential Information as evidenced by prior written records or other tangible documents in the possession of the Receiving Party; (iii) was lawfully acquired by the Receiving Party from a third party which is not, to the Receiving Party's knowledge, under an obligation of confidence with respect to such information; or (iv) which is or becomes publicly available through no fault of the Receiving Party and without breach of this Agreement.

**16. No Warranty.** The Platform and the Marketing Services are provided "as is" without warranties of any kind. The Company hereby disclaims all warranties, whether express or implied, including, but not limited to, the implied warranties of merchantability and fitness for a particular purpose. In no event shall 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 or the Marketing Services.

**17. Indemnification.** Seller recognizes and agrees that Company merely acts as a neutral platform provider and does not supervise or control the relationships between the users thereof. The Company is not a party to any sales or other agreements between the Seller and its clients and customers. The Company does not provide, guarantee, insure or warranty any services, materials or other goods or the performance of any party to such agreements and does not guarantee the quality, safety, or legality of the services, materials or other goods to be provided, nor the

performance (including payment) of any party thereto and makes no representation, assurance, commitment or warranty of any kind or nature relating to the transactions between the Seller and its clients and customers. **To the fullest extent permitted by law, Seller 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 (i) any agreement, interaction or relationship between Seller and its clients or customers; (ii) any representations, discussions and communications between such parties; and (iii) any and all other matters in any way related to Seller’s use of the Platform (collectively, all of the foregoing, “Claims”).** Seller further agrees, to the fullest extent permitted by law, to fully indemnify, defend and hold the Company Parties harmless from and against any and all Claims.

**18. Notice.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if sent via email to the email address for such party set forth above except that any notice relating to any claim or allegation of any default or breach of this Agreement shall be delivered in person or by certified mail, return receipt requested, to the addresses listed above or to such other address as one party may have furnished to the other in writing. The notice shall be deemed received when delivered or signed for or on the third day after mailing if not signed for.

**19. Assignment.** Seller may not assign or transfer this Agreement without the prior written consent of Provider, which consent shall not be unreasonably withheld.

**20. Entire Agreement.** This Agreement contains the entire agreement of the parties regarding the subject matter of this Agreement, and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.

**21. Amendment.** This Agreement may be modified or amended if the amendment is made in writing and signed by both parties.

**22. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**23. Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**24. Applicable Law.** This Agreement shall be governed by the laws of Pennsylvania without regard to its conflict of laws principles.





**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