

Thomas Concrete Website Terms Of Use

Last Updated: August 16, 2024

1. Introduction. Thomas Concrete Inc. (“our,” “us,” or “we”) and our subsidiaries and affiliates, together “**Thomas Concrete**” are pleased to provide you with this website, <https://thomasconcrete.com>, and other online or digital services (the “**Website**”). These Terms of Use, together with any terms expressly incorporated by reference, including the Thomas Concrete Online Privacy Notice, govern your access to and use of the Website. By clicking “I Accept” if prompted, or creating an account, you agree to these Terms of Use. If you do not agree to these Terms of Use, you should not access the Website. Capitalized terms used but not defined in these Terms of Use have the meaning given to them in our Online Privacy Notice. Please refer to our Online Privacy Notice to learn about our privacy practices with respect to your Personal Information.

PLEASE NOTE THAT THESE TERMS OF USE CONTAIN A DISPUTE RESOLUTION PROVISION THAT REQUIRES ARBITRATION, WAIVES YOUR RIGHT TO TRIAL BY JURY, AND WAIVES YOUR RIGHT TO PARTICIPATE IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING IN THE EVENT OF DISPUTES, AS SET OUT IN MORE DETAIL BELOW.

2. Eligibility and Availability.

In order to access the Website, the following must be true:

- You are at least 18 years of age or older; and
- You live in the United States and in a state or territory where the Website is made available.

If you do not meet these requirements, you must not access or use the Website. You understand and agree that satisfying the above requirements does not guarantee that you will receive access to the Website. In addition to the above requirements, Thomas Concrete reserves the right to change or include new requirements as deemed appropriate in our sole discretion without providing prior notice to you.

Thomas Concrete is based in the United States. We provide the Website for use only to persons located in the United States. We make no claims or representations that the Website or any of their content is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

3. Relationship to Other Terms and Policies. Our Online Privacy Notice describes in detail our online information practices and how we gather, use, share, and protect your information when you use, access, or visit the Website. By accessing or using the Website, you agree to our information collection and use practices as disclosed in our Online Privacy Notice. You may review the Online Privacy Notice by clicking on the above link.

If there are additional terms associated with a specific online service or portion of the Website, you will be presented with those additional terms at the time you access the online service or portion of the Website (the “**Additional Terms**”). Those Additional Terms supplement these Terms of Use and are incorporated herein. To the extent there is any conflict between these Terms of Use and any Additional Terms, the Additional

Terms shall control with respect to the specific online service or portion of the Website provided subject to those Additional Terms.

4. Restrictions on Use. You may use the Website only for lawful purposes and in accordance with these Terms of Use. You will comply with all applicable laws, including any and all laws in your relevant states and localities, pertaining to the use of the Website. You agree not to use the Website:

- In any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries);
- To impersonate or attempt to impersonate us, our employees, or any other person or entity (including, without limitation, by using e-mail addresses or screen names associated with any of the foregoing); and
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm us or other users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other user's use of the Website, including his or her ability to engage in real time activities through the Website;
- Use any robot, spider or other automatic device, process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website;
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent;
- Use any device, software or routine that interferes with the proper working of the Website;
- Introduce any viruses, Trojan horses, worms, logic bombs, keystroke logging, or other material which is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any part of the Website, the server on which the Website is stored or hosted, or any server, computer or database connected to the Website;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; and
- Otherwise attempt to interfere with the proper working of the Website.

5. Intellectual Property. The Website and the entirety of its contents, features and functionality (including, but not limited to, all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned, controlled or licensed by us, our licensors, suppliers or affiliates, or by other third parties who have licensed their materials to us and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. No right, title or interest in or to the Website or any content on the

Website is transferred to you, and we reserve all rights not expressly granted herein. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws. The Thomas Concrete names and logos and all related product and service names, brand colors, design marks and slogans are the trademarks or service marks of Thomas Concrete. No trademark or service mark license is granted in connection with the materials contained within the Website. Access to the Website does not authorize anyone to use any Thomas Concrete name, logo, or mark in any manner.

6. Links to Other Sites. In an effort to provide you with additional information, Thomas Concrete's Website may include links to third-party websites. We make no representations about any third-party website. A hyperlink to another party's website does not mean that Thomas Concrete endorses or accepts the content or use of the site or its privacy practices. The privacy practices of linked sites could be different from those of Thomas Concrete. If you access third-party linked sites from Thomas Concrete's Website, you are solely responsible for the access and use of the third-party linked sites.

7. Access, Correction, and Data Integrity. Although we attempt to maintain the integrity and accuracy of the information on the Website, we make no guarantees as to its correctness, completeness, or accuracy. The Website may contain typographical errors, inaccuracies, or other errors or omissions. If you believe that information found on the Website is inaccurate or unauthorized, please inform us by contacting us at the contact details provided in Section 22 "Contact Information."

8. Security. We implement reasonable and appropriate security measures to protect your Personal Information from loss, misuse and unauthorized access, disclosure, alteration and destruction, taking into account the risks involved in processing and the nature of such data, and comply with applicable laws and regulations. However, no security system is impenetrable. We cannot guarantee the security of our databases, nor can we guarantee that the information you supply will not be intercepted while being transmitted to and from us over the Internet. Also, no data transmission over the internet is 100 percent secure. You should take appropriate precautions to protect personal and confidential information, including any passwords or account information, and to use the Website and your devices or applications in a secure and responsible manner. You, not Thomas Concrete, are responsible for the security of your devices and your transmission of information over the internet, and if you have any concerns about the transmission of your information over the internet, you should use other means of communication.

9. Electronic Communications. You agree to receive invitations, notifications, reminders, and other communications from Thomas Concrete (and any of its affiliates or agents) by e-mail, phone or other method of communication. These communications may include (but are not limited to):

- Promotional Offers; and
- Website updates.

By providing your e-mail address, phone number, or other method of communication, you are agreeing to be contacted by or on behalf of Thomas Concrete to receive marketing-related information and other operational services. These communications may not be secure. Unsecured communications pose a risk to the confidentiality and privacy of information being sent because they might be intercepted by a third party. You can opt out of receiving one of our electronic communications by following the instructions for unsubscribing contained in the electronic communication. Please allow us thirty (30) business days from when the request was received to

complete the removal. Please note that even if you unsubscribe from commercial electronic communications, we may still e-mail you non-commercial (transactional) electronic communications related to your account and your transactions with the Website.

10. Paying Online. Thomas Concrete may offer online payment services. If using that service, you authorize Thomas Concrete to process and display your account and payment information on a secured Internet site. You are responsible for the confidentiality of your password, banking or credit card information, and any account information. Thomas Concrete is not responsible for any loss you may incur if someone misuses your password, banking or credit card information, or account information. Additional terms may apply to the online payment services as well.

11. Disclaimer of Warranties. You understand and agree that we do not provide any warranty with respect to the Website. Instead, you agree that your use of Thomas Concrete's Website is at your own risk and that the Website is provided on an "as is" and "as available" basis, with all faults, and with no representations or warranties of any kind, either express or implied, including with respect to the completeness, security, reliability, quality, accuracy, or availability of the services.

TO THE FULLEST EXTENT PERMITTED BY LAW, THOMAS CONCRETE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND RELATED TO ITS WEBSITE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. WITHOUT LIMITATION TO THE ABOVE, THOMAS CONCRETE DOES NOT PROVIDE ANY REPRESENTATION OR WARRANTY THAT (I) THE WEBSITE WILL MEET YOUR REQUIREMENTS, (II) THE WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF WEBSITE WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH WEBSITE WILL MEET YOUR EXPECTATIONS, NEEDS, OR REQUIREMENTS, AND (V) ANY ERRORS ASSOCIATED WITH THE WEBSITE WILL BE CORRECTED.

THOMAS CONCRETE IS NOT RESPONSIBLE FOR ANY INACCURACIES OR DEFECTS IN THE INFORMATION, SOFTWARE, COMMUNICATION LINES, INTERNET OR YOUR INTERNET SERVICE COMPANY (ISP), COMPUTER HARDWARE OR SOFTWARE, OR ANY OTHER SERVICE OR DEVICE THAT YOU USE TO ACCESS OUR WEBSITE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THOMAS CONCRETE OR ITS AFFILIATES OR THROUGH OR FROM THE WEBSITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS OF USE.

You understand that Thomas Concrete cannot guarantee that use of our Website will be free from technological difficulties including, but not limited to, unavailability of information, downtime, service disruptions, viruses, or worms. Additionally, you understand that we cannot and do not guarantee or warrant that files available for downloading from the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of damage input and output, anti-virus protection, and for maintaining a means external to our site for any reconstruction of any lost data.

12. Indemnification. You agree to indemnify and hold harmless Thomas Concrete, its affiliates, its licensors, and its service companies from and against any and all claims and expenses, including attorneys' fees, whether made by you, or on your

behalf, or by any third party arising out of your use of or access to the Website, including but not limited to claims arising out of (i) your violation of these Terms of Use; (ii) your violation of any third-party right including any copyright, trademark, trade secret, or privacy right; and (iii) any misrepresentation made by you. You agree to promptly notify Thomas Concrete and cooperate fully with Thomas Concrete in the defense of any claim. Thomas Concrete reserves the right to assume the exclusive defense and control of any claim indemnified under this section by you.

13. Waiver, Release, and Limitation of Liability. YOU AGREE THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, THOMAS CONCRETE, ITS AFFILIATES, ANY LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES OR PROVIDES A LINK TO THE WEBSITE SHALL NOT BE LIABLE TO YOU FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL, LOST PROFITS, OR CONSEQUENTIAL DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, OR LIABILITIES RELATED TO THE OPERATION OF OR YOUR ACCESS AND USE OF THE WEBSITE.

TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO DIRECT DAMAGES, AND WHERE THE ABOVE EXCLUSIONS OF INDIRECT, CONSEQUENTIAL, AND OTHER DAMAGES ARE LIMITED OR PROHIBITED UNDER LAW, YOU AGREE THAT ANY AND ALL DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, OR LIABILITIES YOU SUFFER OR INCUR RELATED TO YOUR ACCESS AND USE OF THE WEBSITE THAT RESULT FROM ANY ACT OR OMISSION OF THOMAS CONCRETE, ITS AFFILIATES, ANY OF THOMAS CONCRETE'S LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES OR PROVIDES A LINK TO THE WEBSITE SHALL BE LIMITED TO THE FEES PAID BY YOU DURING THE THREE MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY, OR IF NO FEES WERE PAID OR PAYABLE BY YOU FOR SUCH PERIOD, \$100.00.

THE ABOVE LIMITATIONS AND EXCLUSIONS TO LIABILITY APPLY REGARDLESS OF THE TYPE OF DAMAGES OR CLAIMS, INCLUDING, WITHOUT LIMITATION, DAMAGES OR CLAIMS RELATED TO (I) PERSONAL INJURY, WRONGFUL DEATH, LOSS OF USE, LOSS OF PROFITS, INTERRUPTION OF SERVICE, OR LOSS OF DATA; OR (II) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, OR (III) ANY FAILURE OF PERFORMANCE, WHETHER OR NOT LIMITED TO ACTS OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO YOUR RECORDS, PROGRAMS, OR SERVICES, OR (IV) OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF, OR THE INABILITY TO USE, THE WEBSITE. YOU AGREE THAT THIS LIMITATION APPLIES EVEN IF THOMAS CONCRETE, ITS AFFILIATES, ANY LICENSOR OR SUPPLIER, OR ANY THIRD PARTY WHO PROMOTES OR PROVIDES A LINK TO THE WEBSITE IS NEGLIGENT OR HAS BEEN ADVISED OF THE LIKELIHOOD OR POSSIBILITY OF SUCH DAMAGES, LOSSES, FEES, CHARGES, EXPENSES, OR LIABILITIES.

THE PARTIES AGREE THAT THE EXCLUSIONS OF REMEDIES AND LIMITATIONS SPECIFIED IN THIS SECTION ARE ESSENTIAL TERMS, WITHOUT WHICH THE SERVICES WOULD NOT BE OFFERED, ARE A REASONABLE ALLOCATION OF RISK AND APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE EXTENT THE ABOVE LIMITATION OF LIABILITY IS RESTRICTED UNDER LAW, THE ABOVE LIMITATION SHALL BE APPLIED TO THE MAXIMUM EXTENT PERMITTED UNDER SUCH LAW.

14. Governing Law. You and Thomas Concrete agree that your access to Thomas Concrete's Website and these Terms of Use, and any dispute between you and Thomas Concrete relating to your use of the Website and these Terms of Use, will be governed by and construed in accordance with the laws of the State of Georgia, without regard to its conflicts of law rules, except for the Dispute Resolution provision in Section 20 below. Thomas Concrete makes no representation that the information and materials on our Website is appropriate or available for use in locations outside of the United States.

15. Severability and No Waiver. No waiver by Thomas Concrete of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition, and any failure by Thomas Concrete to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any part of these Terms of Use is held invalid or unenforceable, it will be so held to the minimum extent required by law, or removed from the Terms of Use, and except as set forth in Section 20 (Dispute Resolution), all other parts of these Terms of Use are still valid and enforceable. The parties further agree to replace such invalid or unenforceable provision of these Terms of Use with a valid and enforceable provision that will achieve, to the fullest extent possible, the economic, business, and other purposes of such invalid or unenforceable provision.

16. Modification. Thomas Concrete may modify these Terms of Use at any time, in its sole discretion, without notice to you, and such modifications will be posted here and become effective upon posting online. You agree to review these Terms of Use regularly because you will be bound by any changes made, and your continued use of the Website constitutes agreement to any modified terms.

17. Term and Termination. Thomas Concrete can decide to suspend, restrict, limit, or terminate your access to its Website with or without a warning at any time for any reason in Thomas Concrete's sole discretion. YOU AGREE THAT WE ARE NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY MODIFICATION, SUSPENSION, OR DISCONTINUANCE OF ANY FEATURE OR COMPONENT OF THE WEBSITE. Thomas Concrete can also assign its rights under the Terms of Use to any other party at any time without notice to you. The provisions of Sections 1 (Introduction), 11 (Disclaimer of Warranties), 12 (Indemnification), 13 (Waiver, Release, and Limitation of Liability), 14 (Governing Law), and 20 (Dispute Resolution) will survive any suspension, restriction, limitation, or termination of access to the Website.

18. Accessing the Website. We reserve the right to withdraw or amend the Website, and any material we provide on the Website, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website or the entirety of the Website.

19. Entire Agreement. These Terms of Use constitute the entire agreement between you and Thomas Concrete pertaining to the subject matter hereof. They

supersede all other agreements, communications, or representations, oral or written, between us, past or present.

20. Dispute Resolution. PLEASE READ THE FOLLOWING PARAGRAPHS CAREFULLY BECAUSE THEY REQUIRE ARBITRATION OF CERTAIN DISPUTES ON AN INDIVIDUAL BASIS AND LIMIT THE PROCEDURES BY WHICH YOU AND THOMAS CONCRETE CAN SEEK RELIEF. ARBITRATION USES A NEUTRAL ARBITRATOR INSTEAD OF A JUDGE OR JURY, ALLOWS FOR MORE LIMITED DISCOVERY THAN IN COURT, AND IS SUBJECT TO VERY LIMITED REVIEW BY COURTS. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD. ANY ARBITRATION UNDER THIS AGREEMENT WILL TAKE PLACE ON AN INDIVIDUAL BASIS TO THE MAXIMUM EXTENT PERMITTED BY LAW; CLASS ARBITRATIONS, CLASS ACTIONS OR REPRESENTATIVE ARBITRATIONS ARE NOT PERMITTED. HOWEVER, IN ARBITRATION, BOTH YOU AND US WILL BE ENTITLED TO RECOVER ATTORNEYS' FEES FROM THE OTHER PARTY TO THE SAME EXTENT AS YOU WOULD BE IN COURT.

A. Agreement to Arbitrate and Jury Waiver. You and Thomas Concrete mutually agree to resolve Disputes (as defined below) with Thomas Concrete in arbitration, as set forth in more detail below. Both you and Thomas Concrete waive the right to a jury trial on any Disputes, to the fullest extent of the law. The word "Disputes" means any disputes, claims, suits, actions, causes of action, losses, liabilities, and/or demands in any way relating to, in connection with, or arising out of the Website, use of any cookies, pixels, web beacons, or similar technologies, data or information privacy, sharing, or security concerns, incidents, or breaches, or these Terms of Use, including any past, currently pending, existing, or future Disputes of any kind. "Disputes" do not include, and this arbitration and class waiver provision does not apply to, claims by or against Thomas Concrete employees related to the terms or conditions of their employment, individual actions brought in small claims court for disputes fully within the scope of such court's jurisdiction, or claims in which either party seeks injunctive or other equitable relief to prevent the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, or patents.

B. Class Action Waiver. To the maximum extent allowed by applicable law, you and Thomas Concrete agree that each may bring claims against the other only in your or its individual capacity, on an individual basis, and that you and Thomas Concrete each waive any right to pursue claims on a class, collective, non-individual, mass, or consolidated basis or in a representative proceeding. The arbitrator may not join or consolidate more than one person's claims and may not otherwise preside over any form of representative, collective, non-individual, mass, or class proceeding. Nothing in these terms should be read to allow class arbitration. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void or voidable may be determined only by a court of competent jurisdiction and not by an arbitrator. All other disputes with respect to whether this Dispute Resolution provision and its terms are unenforceable, unconscionable, applicable, valid, void or voidable shall be determined exclusively by an arbitrator, and not by any court.

C. Pre-Arbitration Notice and Good Faith Negotiations. You and Thomas Concrete also agree that each party will notify the other in writing of any Dispute before initiating arbitration, so that we can try to resolve the Dispute informally and individually. Notice by Thomas Concrete will be sent to you at your last known street and email addresses on file and notice by you to Thomas Concrete will be sent by mail to 2500 Cumberland Pkwy, Suite 200, Atlanta, GA 30339, Attn: Administrator. The notice of Dispute must be specific and individual to you and include your name, street address,

telephone number, and email address used for access to the Website, as well as a brief description of the Dispute, the amount of money (if any) at issue, and the specific relief sought. The notice must be signed and include your handwritten signature or the handwritten signature of a Thomas Concrete employee, as applicable, depending on which party is initiating the Dispute. You and Thomas Concrete then agree to negotiate personally, individually, and in good faith to try to resolve the Dispute. If and only if we cannot resolve the Dispute within thirty (30) days after the notice is received, then either party may commence an arbitration proceeding with a written demand for arbitration. Any limitations period will be tolled from the date the Dispute is noticed to the other side until the expiration of this thirty (30)-day period. Compliance with this Pre-Arbitration Notice provision is a condition precedent and requirement for initiating any arbitration proceedings.

D. Arbitration Procedures. To make arbitration as cost-efficient for the parties as possible, the parties agree to initiate any arbitration without using an arbitration service company or administrator and to instead serve directly on the other party a written arbitration demand setting forth the relevant facts and claims. The demand will be specific and individual to you and include the information and signature set out in the Pre-Arbitration Notice provision above. The delivery addresses for service of the written arbitration demand are the same as set out in the notice paragraph above. The arbitrator will be selected through mutual agreement of the parties, and the arbitrator will be a licensed attorney or a retired judge. The parties may use an Atlanta, Georgia arbitrator from the list of neutrals listed on the website for the Georgia Office of Dispute Resolution (<https://gcr.onegovcloud.com/public/directory/#!!>) or another mutually agreed-upon arbitrator, and the court will appoint an arbitrator under 9 U.S.C. § 5, if the parties cannot agree. The arbitration will be conducted in Fulton County, Georgia; your county of residence; or another mutually agreed location, and the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of arbitration. Any documents exchanged will not be used or shared outside of the arbitration process without the prior written consent of the parties or as required by law. Unless otherwise prohibited by law, all arbitration proceedings will be confidential to Thomas Concrete and you and closed to the public and anyone not a party to the proceeding. The arbitrator will have the authority to award monetary damages and other remedies on an individual basis only to the extent available under applicable law and consistent with and subject to the limitations set forth in these Terms of Use. Also, to the fullest extent allowed by law, the arbitrator may award declaratory or injunctive relief only in favor of you or Thomas Concrete and only to the extent necessary to provide the relief warranted by your or Thomas Concrete's individual claim. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. Except as modified by these terms, the parties agree to conduct their arbitration pursuant to the JAMS General Arbitration Rules and Procedures, <https://www.jamsadr.com/adr-rules-procedures/>.

E. Arbitration Fees. The party initiating the arbitration will pay any filing, case initiation, or arbitrator fees, up to the amount that would be required to pursue the same claim in the U.S. District Court for the Northern District of Georgia. For individual damages claims with less than \$25,000 at issue, Thomas Concrete will pay the additional, reasonable fees, and costs of arbitration. For claims with more than \$25,000 at issue, or where a party seeks injunctive or declaratory relief, the parties will share the fees and costs of arbitration equally. The parties' good faith negotiation of reasonable fees with the arbitrator is authorized as needed. If the arbitrator determines that your or our claim(s) are frivolous, the party bringing the frivolous claim(s) will reimburse Thomas Concrete the other party for any amounts that other party paid for the arbitration.

F. Federal Arbitration Act. These Terms of Use affect interstate commerce, and the interpretation and enforceability of this Dispute Resolution provision

will be substantively, procedurally, and exclusively governed by and construed and enforced in accordance with the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.*, to the maximum extent permitted by applicable law, except as modified by these Terms of Use.

G. Forum Selection. For any dispute not subject to arbitration, you and Thomas Concrete agree to proceed in state and federal courts covering Atlanta, Georgia, and you agree to be subject to personal jurisdiction there, waiving any jurisdictional, venue, or inconvenient forum defenses or objections to those courts. If Thomas Concrete does not enforce any rights under these Terms of Use at any point, it will not be deemed a waiver of any provision or right under these Terms of Use.

21. Limitation of Time to File Claims. Any action, claim or dispute you have against us must be filed within one (1) year, unless prohibited by applicable law. The one-year period begins when the claim or notice of dispute first could be filed. If a claim or dispute is not filed within one year, it is permanently barred.

22. Contact Information. For all questions about these Terms of Use, please contact us at info@thomasconcrete.com or call us at (770) 431-3300. You may also write to us at: 2500 Cumberland Pkwy, Suite 200, Atlanta, GA 30339.