

Thomas Concrete Terms Of Use

Last Updated: October 17, 2025

1. Introduction. Thomas Concrete Inc. and our subsidiaries and affiliates (collectively “Thomas Concrete,” “our,” “us,” or “we”) are pleased to provide you with our website, <https://thomasconcrete.com> (the “Website”), and other online, digital, and communications-related services (collectively with the Website, the “Services”). These Terms of Use, together with any terms expressly incorporated by reference, including the Thomas Concrete Privacy Notice, <https://thomasconcrete.com/wp-content/uploads/sites/7/2025/10/Thomas-Concrete-Privacy-Notice-20251017.pdf>, govern your access to and use of the Services. By clicking “I Accept,” “Submit,” or similar language, 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 or otherwise use the Services. Capitalized terms used but not defined in these Terms of Use have the meaning given to them in our Privacy Notice. Please refer to our 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 or use the Services, the following must be true:

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

If you do not meet these requirements, you must not access or use the Services. You understand and agree that satisfying the above requirements does not guarantee that you will receive access to the Services. 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 Services for use only to persons located in the United States. We make no claims or representations that the Services or any of their content is accessible or appropriate outside of the United States. Access to the Services may not be legal by certain persons or in certain countries. If you access or use the Services 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 Privacy Notice describes in detail our information practices and how we gather, use, share, and protect your information when you use, access, or visit the Website or other Services. By accessing or using the Services, you agree to our information collection and use practices as disclosed in our Privacy Notice. You may review the Privacy Notice by clicking on the above link.

If there are additional terms associated with a specific service or portion of the Services, you will be presented with those additional terms at the time you access the service or portion of the Services (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 service or portion of the Services provided subject to those Additional Terms.

4. Restrictions on Use. You may use the Services 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 Services. You agree not to use the Services:

- 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 email 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 Services, or which, as determined by us, may harm us or other users of the Services or expose them to liability.

Additionally, you agree not to:

- Use the Services in any manner that could disable, overburden, damage, or impair the Services or interfere with any other user's use of the Services, including his or her ability to engage in real time activities through the Services;
- Use any robot, spider or other automatic device, process, or means to access the Services for any purpose, including monitoring or copying any of the material on the Services;
- Use any manual process to monitor or copy any of the material on the Services 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 Services;
- 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 Services via a denial-of-service attack or a distributed denial-of-service attack; and
- Otherwise attempt to interfere with the proper working of the Services.

5. Intellectual Property. The Services and the entirety of their 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 Services or any content on the Services is transferred to you, and we reserve all rights not expressly granted herein. Any use of the Services 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 Services. Access to the Services 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 Services 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 Services, 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 Services, we make no guarantees as to its correctness, completeness, or accuracy. The Services may contain typographical errors, inaccuracies, or other errors or omissions. If you believe that information found on the Services is inaccurate or unauthorized, please inform us by contacting us at the contact details provided in Section 23 "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 to 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 Services 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, customer support, 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;
- Customer service and support-related communications; and
- Website and other Services-related 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 ten (10) 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 Services.

10. Text Message Communications. You may also have the opportunity to opt in to receive marketing and/or non-marketing text message communications (e.g., SMS and MMS) from or on behalf

of Thomas Concrete (the “**Thomas Concrete Text Message Program**”). By opting in to the Thomas Concrete Text Message Program, you expressly consent to these Terms of Use, including this Section 10, and acknowledge and agree to the following:

A. Thomas Concrete may send recurring and nonrecurring text messages related to marketing and promotions, customer service and support, quotes, and order confirmation and updates to the mobile phone number(s) you provide. Message frequency will vary. Thomas Concrete reserves the right to alter the frequency of messages sent at any time.

B. Your consent to receive text messages is not required to make a purchase or a condition of purchase.

C. Standard message and data rates may apply. All charges are billed by and payable to your mobile carrier. Thomas Concrete does not charge you for sending or receiving text messages to or from us.

D. For help, reply “HELP” in response to any text message you receive from us. To opt out, reply “STOP” in response to any text message you receive from us. Please note that you may be subscribed to multiple Thomas Concrete Text Message Programs across different short codes, and therefore you must separately submit an opt-out request to each short code from which you wish to unsubscribe. You may receive a confirmation text that your request has been processed. If you have any questions, or need assistance with opting out, contact us via email (info@thomasconcrete.com) or call us at (770) 431-3300.

E. The Thomas Concrete Text Message Program is offered on an “as-is” basis and may not be available in all areas at all times. Thomas Concrete will not be liable for any delays in the receipt of any text messages as delivery is subject to effective transmission from your network operator. If you have questions about your text plan or data plan, please contact your wireless provider.

F. If you change mobile numbers or deactivate your phone, you are obligated to contact Thomas Concrete to report your change in status so that we may discontinue sending text messages to your mobile number.

G. Data obtained from you in connection with the Thomas Concrete Text Message Program may include your mobile phone number, your carrier's name, the date, time, and content of your messages, and other information you provide to us. We may use this information to contact you and to provide the services you request from us. This information will not be disclosed with any third parties for their marketing/promotional purposes.

H. The text message service is available on these U.S. carriers only: Verizon Wireless, T-Mobile USA, AT&T, U.S. Cellular, Boost Mobile. Thomas Concrete reserves the right to add or remove eligible mobile phone carriers from this list from time to time.

I. For additional information on Thomas Concrete's privacy practices, including related to the Thomas Concrete Text Message Program, please review to our Privacy Notice, <https://thomasconcrete.com/wp-content/uploads/sites/7/2025/10/Thomas-Concrete-Privacy-Notice-20251017.pdf>.

11. 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.

12. Disclaimer of Warranties. You understand and agree that we do not provide any warranty with respect to the Services. Instead, you agree that your use of Thomas Concrete's Services is at your own risk and that the Services are 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 SERVICES, 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 SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS, NEEDS, OR REQUIREMENTS, AND (V) ANY ERRORS ASSOCIATED WITH THE SERVICES 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 SERVICES.

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

You understand that Thomas Concrete cannot guarantee that use of our Services 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 Services 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.

13. 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 Services, 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.

14. 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 SERVICES 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 TO AND USE OF THE SERVICES.

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 TO AND USE OF THE SERVICES THAT RESULT FROM ANY ACT OR OMISSION OF THOMAS CONCRETE, ITS AFFILIATES, ANY OF THOMAS CONCRETE'S LICENSORS OR SUPPLIERS, OR ANY THIRD PARTY WHO PROMOTES OR PROVIDES A LINK TO THE SERVICES 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, OR 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 SERVICES. 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 SERVICES 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.

15. Governing Law. You and Thomas Concrete agree that your access to Thomas Concrete's Services and these Terms of Use, and any dispute between you and Thomas Concrete relating to your use of the Services 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 21 below. Thomas Concrete makes no representation that the information and materials on our Services is appropriate or available for use in locations outside of the United States.

16. 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 21

(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.

17. 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 Services constitutes agreement to any modified terms.

18. Term and Termination. Thomas Concrete can decide to suspend, restrict, limit, or terminate your access to its Services 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 SERVICES. 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), 12 (Disclaimer of Warranties), 13 (Indemnification), 14 (Waiver, Release, and Limitation of Liability), 15 (Governing Law), and 21 (Dispute Resolution) will survive any suspension, restriction, limitation, or termination of access to the Services.

19. Accessing the Services. We reserve the right to withdraw or amend the Services, and any material we provide on 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 parts of the Services or the entirety of the Services.

20. 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.

21. Dispute Resolution. PLEASE READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES YOU AND THOMAS CONCRETE TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH WE CAN SEEK RELIEF FROM EACH OTHER. ARBITRATION PRECLUDES YOU AND THOMAS CONCRETE FROM SUING IN COURT OR HAVING A JURY TRIAL. YOU AND THOMAS CONCRETE AGREE THAT ARBITRATION WILL BE SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS ARBITRATION, CLASS ACTION OR ANY OTHER KIND OF REPRESENTATIVE PROCEEDING. THOMAS CONCRETE AND YOU ARE EACH WAIVING THE RIGHT TO TRIAL BY A JURY.

THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION ARE INTENDED TO REDUCE THE FINANCIAL BURDENS ASSOCIATED WITH RESOLVING THEIR DISPUTES AND ARE NOT INTENDED TO DELAY ADJUDICATION OF ANY PARTY'S CLAIMS.

FOLLOW THE INSTRUCTIONS BELOW, IN SECTION 21(L), IF YOU WISH TO OPT OUT OF THE REQUIREMENT OF ARBITRATION ON AN INDIVIDUAL BASIS. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS AGREEMENT.

A. Claims This Section Applies To. The dispute resolution and binding arbitration terms in this Section 21 (the "**Agreement**") apply to all Claims between you and Thomas Concrete. A "**Claim**" is any dispute, claim, or controversy (excluding those exceptions listed below) between you and Thomas Concrete, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, that either party wishes to seek legal recourse for and that arises from or relates to these Terms of Use, or the Services, including any privacy or data security claims or claims related to the validity, enforceability, or scope of the arbitration requirement or any portion of it.

B. Informal Dispute Resolution Prior to Arbitration. If you have a Claim against Thomas Concrete or if Thomas Concrete has a Claim against you, you and Thomas Concrete will first attempt to resolve the Claim informally in order to try and resolve the Claim faster and reduce costs for both parties. You and Thomas Concrete will make a good-faith effort to negotiate the resolution of any Claim for 45 days, or such longer period as mutually agreed in writing (email suffices) by the parties, (“**Informal Resolution Period**”) from the day either party receives a written notice of a dispute from the other party (a “**Claimant Notice**”) in accordance with this Agreement.

You will send any Claimant Notice by certified mail addressed to Thomas Concrete to 2500 Cumberland Pkwy, Suite 200, Atlanta, GA 30339, Attn: Administrator or by email to info@thomasconcrete.com. Thomas Concrete will send any Claimant Notice to you by certified mail or email using the contact information you have provided to Thomas Concrete. The Claimant Notice sent by either party must (i) include the sender’s name, address, email address, and telephone number; (ii) describe the nature and basis of the Claim; (iii) set forth the specific relief sought; and (iv) include your handwritten signature or the handwritten signature of a Thomas Concrete employee, as applicable, depending on which party is initiating the Claim. A Claimant Notice shall be individualized such that it may only pertain to you and you alone, and may not be combined with a Claimant Notice by any other customer or user of the Services.

During the Informal Resolution Period and before we may commence arbitration of a dispute, we agree to meet and confer by telephone or by videoconference in a good faith effort to resolve the dispute informally (the “**Informal Dispute Resolution Conference**”). If you are represented by counsel, your counsel may participate in the Informal Dispute Resolution Conference, but you must also personally participate in the Informal Dispute Resolution Conference.

The party initiating the dispute agrees to provide a notice of intent to initiate the Informal Dispute Resolution Conference (“**Notice of Conference**”) as follows: the Notice of Conference must include the following information: your name, telephone number, mailing address, and email address associated with your account (if you have one); the name, telephone number, mailing address, and email address of your counsel (if any); and whether you intend to have the conference by telephone or by videoconference. The Notice of Conference must be mailed to Thomas Concrete by certified mail return receipt requested to Thomas Concrete, Attn: Administrator, 2500 Cumberland Pkwy, Suite 200, Atlanta, GA 30339 or by email to info@thomasconcrete.com. A Notice of Conference shall be individualized such that it may only pertain to you and you alone, and may not be combined with a Notice of Conference by any other customer or user of the Services. A customer or user of the Services may, but is not required to, combine in one mailing a Claimant Notice and a Notice of Conference.

The Informal Resolution Period is designed to allow the party who has received a Claimant Notice to make a fair, fact-based offer of settlement if it chooses to do so. You or Thomas Concrete cannot proceed to arbitration before the end of the Informal Resolution Period. If you or Thomas Concrete file a Claim in court or proceed to arbitration without complying with the requirements in this Section 21, including waiting until the conclusion of the Informal Resolution Period, the other party reserves the right to seek relief from a court to enjoin the filing and seek damages from the party that has not followed the requirements in this Section 21 to reimburse it for any arbitration fees and costs already incurred as a foreseeable consequence of that breach.

The statute of limitations and any filing fee deadlines for a Claim will be tolled for the duration of the Informal Resolution Period for that Claim so that the parties can engage in this informal dispute-resolution process.

C. Claims Subject to Binding Arbitration. Except for individual disputes that qualify for small claims court (provided that the small-claims court does not permit class or similar representative actions or relief) and any disputes exclusively related to the intellectual property or intellectual property rights of you or Thomas Concrete, including any disputes in which you or Thomas Concrete seek injunctive or other equitable relief for the alleged unlawful use of your or Thomas

Concrete's intellectual property or other infringement of your or Thomas Concrete's intellectual property rights ("**IP Claims**"), all Claims, including Claims that are not related to intellectual property or intellectual property rights but are jointly filed with IP Claims, that are not resolved in accordance with Section 21(B) will be resolved by a neutral arbitrator through final and binding arbitration instead of in a court by a judge or jury. Such Claims include, without limitation, disputes arising out of or relating to interpretation or application of this arbitration provision, including the enforceability, revocability, or validity of the arbitration provision or any portion of the arbitration provision. The arbitrator will have the authority to grant any remedy or relief that would otherwise be available in court.

D. Binding Individual Arbitration. The sending of a Claimant Notice and the completion of an Informal Dispute Resolution Conference are conditions precedent to our respective right to commence arbitration. Accordingly, if, but only if, we are unable to resolve a dispute within 30 days after the Informal Dispute Resolution Conference is completed, we may commence arbitration pursuant to the procedures in this Agreement. No arbitration may commence or proceed until the requirements set forth in Section 21(B) (above) are fully satisfied.

The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by this Agreement, and will be administered by the AAA. If the AAA is unavailable or refuses to arbitrate the parties' dispute for any reason, the arbitration shall be administered and conducted by a widely-recognized arbitration organization that is mutually agreeable to the parties, but neither party shall unreasonably withhold their consent. If the parties cannot agree to a mutually agreeable arbitration organization, one shall be appointed pursuant to Section 5 of the Federal Arbitration Act ("**FAA**"). In all events, the AAA Rules shall govern the parties' dispute. The AAA Rules are available online at www.adr.org, or by calling the AAA at 1-800-778-7879. The AAA Rules may change from time to time, and you should review them periodically.

The arbitrator shall be bound by the terms of this Agreement and shall follow the applicable law. In this regard, the arbitrator shall not have the power to commit errors of law or legal reasoning, and any award rendered by the arbitrator that employs an error of law or legal reasoning may be vacated or corrected by a court of competent jurisdiction for any such error.

This Agreement affects interstate commerce, and the enforceability of this Section 21 will be substantively and procedurally governed by the FAA to the extent permitted by law. As limited by the FAA, this Agreement and the AAA Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any Claim and to grant any remedy that would otherwise be available in court, including the power to determine the question of arbitrability. To the fullest extent allowed by applicable law, the arbitrator may only award legal or equitable remedies that are individual to you or Thomas Concrete to satisfy one of our individual Claims (that the arbitrator determines are supported by credible relevant evidence).

We agree that, by entering into this Agreement, we are each waiving the right to a trial by jury or to participate in a class action to the maximum extent permitted by law.

E. Arbitration Procedure and Location. You or Thomas Concrete may initiate arbitration of any Claim not resolved during the Informal Resolution Period by filing a demand for arbitration with AAA in accordance with the AAA Rules.

Instructions for filing a demand for arbitration with AAA are available on the AAA website or by calling AAA at 1-800-778-7879. You will send a copy of any demand for arbitration by certified mail addressed to Thomas Concrete, Attn: Administrator, 2500 Cumberland Pkwy, Suite 200, Atlanta, GA 30339 or by email to info@thomasconcrete.com. Thomas Concrete will send any demand for arbitration to you by certified mail or email using the contact information you have provided to Thomas Concrete.

The arbitration will be conducted by a single arbitrator in the English language. You and Thomas Concrete both agree that the arbitrator will be bound by this Agreement.

Unless the parties agree in writing, any arbitration hearings will take place in the county (or parish) of your billing address.

At either party's election, arbitration of any dispute shall proceed pursuant to the Desk Arbitration rules of the AAA, unless both parties are represented by counsel.

Prior to the appointment of a merits arbitrator, either party may request the appointment of a process arbitrator to determine: (i) whether the conditions precedent set forth in paragraph B of this Section 21 have been satisfied; (ii) whether AAA's filing requirements have been satisfied; (iii) the applicable arbitration agreement; (iv) the applicable AAA rules that apply; (v) the allocation of payment advances on administrative fees, arbitrator compensation, and/or expenses; (vi) any other issue agreed to be addressed by the process arbitrator; and (vii) any other issue regarding the administration of the arbitration.

If the process arbitrator makes an initial determination that the dispute is frivolous or brought in bad faith, it shall allocate all AAA and arbitrator fees and expenses to the party who initiated the arbitration. If the merits arbitrator subsequently determines that the claims were not frivolous, Thomas Concrete will reimburse any AAA filing, administration, and arbitrator fees that were paid by you.

If the merits arbitrator finds that a dispute is frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), the prevailing party shall recover all fees paid to AAA and, at the arbitrator's discretion, an award of reasonable attorneys' fees and costs.

F. Arbitration Fees. After Thomas Concrete receives notice that you have commenced arbitration, Thomas Concrete will promptly reimburse you for your payment of the filing fee. If you are unable to pay this fee, Thomas Concrete will pay it directly upon receiving a written request from you. Except as otherwise provided for herein, Thomas Concrete will pay all AAA filing, administration, and arbitrator fees for any arbitration initiated in accordance with the terms of this Agreement.

G. Offers of Settlement. Either party may, but is not obligated to, make a written settlement offer for a Claim. If an arbitration decision or award is later issued that is less favorable to a party than the latest written offer of settlement that party did not accept, that party must pay all costs and fees—including arbitration, attorney, and expert fees—incurred by the other party after the written settlement offer was made. The terms of any settlement offer may not be disclosed to an arbitrator until after the arbitrator issues a decision or award on the Claim.

H. Confidentiality. If you or Thomas Concrete submits a Claim to arbitration, you and Thomas Concrete agree to cooperate to seek from the arbitrator protection for any confidential, proprietary, trade secret, or otherwise sensitive information, documents, testimony, and other materials that might be exchanged or the subject of discovery in the arbitration. You and Thomas Concrete agree to seek such protection before any such information, documents, testimony, or materials are exchanged or otherwise become the subject of discovery in the arbitration.

I. Mass Arbitration. WE AGREE THAT IN THE EVENT THAT MASS ARBITRATION IS ATTEMPTED OR SOUGHT, SUCH ARBITRATION SHALL BE ADMINISTERED PURSUANT TO THE FOLLOWING RULES.

1. **"Mass Arbitration"** means 25 or more arbitration demands that: (i) are filed within 180 days of each other; (ii) allege similar or identical claims or causes of action; and (iii) either (a) the parties to those

arbitration demands seek to simultaneously or collectively administer and/or arbitrate together, or (b) are filed by the same counsel or in coordination with each other.

2. In the event that Mass Arbitration is attempted or sought involving 250 arbitration demands or less, we agree the arbitration provider shall: (i) group the arbitration demands into batches of no less than 25 arbitration demands per group; and (ii) provide for resolution of each group or batch as a single arbitration with one set of filing and administrative fees and a single arbitrator assigned per group or batch.

3. In the event that Mass Arbitration is attempted or sought involving over 250 arbitration demands, we agree that the arbitration provider shall: (i) group the arbitration demands into batches of no less than 250 arbitration demands per group; and (ii) provide for resolution of each group or batch as a single arbitration with one set of filing and administrative fees and a single arbitrator assigned per group or batch.

4. All Mass Arbitration shall be subject to all other substantive and procedural terms contained within this Agreement.

5. We agree to cooperate in good faith with the arbitration provider to implement the aforementioned protocol for Mass Arbitration with regard to resolution, fees, and administration.

6. If any part of this Section 21(l) related to Mass Arbitration is found to be unenforceable, the unenforceable portion shall be stricken, and the remainder of this Section 21(l) and this Agreement shall be enforced to the maximum extent permitted by law.

7. If the arbitration provider is unwilling or unable to follow the procedures set forth in this Section 21(l) with regard to Mass Arbitration, the parties may attempt to retain a different, mutually agreeable and widely-recognized arbitration organization that will agree to follow the procedures set forth in this Section 21(l). In the event that the parties are unable to retain or agree to such an alternative arbitration provider, the alternative dispute resolution provisions set forth in this Agreement shall not apply to those disputes within the Mass Arbitration.

J. Opting Out of Arbitration. You have the right to opt out of binding arbitration within 30 days of the date you first accepted this Agreement by emailing info@thomasconcrete.com. To be effective, the opt-out notice must include your full name, mailing address, and email address. The notice must also clearly indicate your intent to opt out of binding arbitration in order to be valid. By not opting out of binding arbitration, you are agreeing to resolve disputes in accordance with Section 21.

K. Rejection of Future Arbitration Changes. You may reject any change we make to Section 21 (except address changes) by sending us notice of your rejection within 30 days of the change via email at info@thomasconcrete.com. Changes to Section 21 may only be rejected as a whole, and you may not reject only certain changes to Section 21. If you reject changes made to Section 21, the most recent version of Section 21 that you have not rejected will continue to apply.

L. Severability. If any portion of this Section 21 is found to be unenforceable or unlawful for any reason, including but not limited to because it is found to be unconscionable, (i) the unenforceable or unlawful provision will be severed from this Agreement; (ii) severance of the unenforceable or unlawful provision will have no impact whatsoever on the remainder of this Section 21 or the parties' ability to compel arbitration of any remaining claims on an individual basis pursuant to this Section 21; and (iii) to the extent that any claims must therefore proceed on a class, collective, consolidated, or representative basis, such claims must be litigated in a civil court of competent jurisdiction, in accordance with this Agreement, and not in arbitration. The litigation of those claims will be stayed pending the outcome of any individual claims in arbitration. Further, if any part of this Section 21 is found to prohibit an individual claim seeking public injunctive relief, that provision will

have no effect to the extent such relief is allowed to be sought out of arbitration, and the remainder of this Section 21 will be enforceable.

M. Delegation. All issues are for the arbitrator to decide including, but not limited to, (i) all issues regarding arbitrability; (ii) the scope and enforceability of this arbitration provision as well as the Agreement's other terms and conditions; (iii) whether you or Thomas Concrete, through litigation conduct or otherwise, waived the right to arbitrate; (iv) whether all or any part of the arbitration provision or Agreement is unenforceable, void, or voidable including, but not limited to, on grounds of unconscionability; (v) any dispute regarding the payment of arbitration-related fees; (vi) any dispute related to the Claimant Notice, Notice of Conference, and/or Informal Dispute Resolution Conference; and (vii) any dispute related to Mass Arbitration (defined above).

Pursuant to this Agreement, the arbitrator has been delegated with, and possesses, exclusive authority to resolve all of the above-enumerated types of disputes. However, if putative class or representative claims are initially brought by either party in a court of law, and a motion to compel arbitration is brought by any party, the court shall have the power to decide whether this agreement permits class or representative proceedings.

22. 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.

23. 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.