

# InfraTest USA DBA GreenPave Tech

## Terms of Use

(Updated August 11, 2023)

### These Terms of Use

Welcome to InfraTest USA Inc. DBA GreenPave Tech .com (this “Site”). These Terms of Use (“Terms of Use”) govern the use of this Site provided by InfraTest USA Inc. DBA GreenPave Tech , Incorporated (“InfraTest USA Inc. DBA GreenPave Tech ,” “we,” “us,” “our”). As used herein, “You” and “Your” refers to any individual, company or legal entity that accesses or otherwise uses the Site.

### Scope of these Terms of Use

This Site includes areas that are open to all visitors and password-protected areas, such as the secured financial information areas (the “Service”), that may be accessed only by InfraTest USA Inc. DBA GreenPave Tech “account owners” and other authorized users (collectively, “Authorized Users”). These Terms of Use apply to both the public areas of this Site and the password-protected areas of this Site.

### Your consent

PLEASE REVIEW THESE TERMS OF USE CAREFULLY. BY ACCESSING OR USING THIS SITE, YOU ARE AGREEING TO COMPLY WITH AND BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MAY NOT USE THIS SITE.

### Changes to these Terms of Use

As we add new features and functionality to this Site, we may need to update or revise these Terms of Use. We therefore reserve the right to update or revise these Terms of Use, at any time and without prior notice, by posting the revised version on this Site. These changes will be effective as of the date we post the revised version on this Site. Your use of this Site following any such change constitutes Your consent to the terms of the revised Terms of Use. For this reason, it is important to review these Terms of Use regularly.

If we modify these Terms of Use, we will provide a notice at the top of this page for at least 30 days after the new effective date. In addition, we will post a notice on the Account Summary page of the Service for at least 30 days after the new effective date to alert Authorized Users of the Service.

You may access the current version of these Terms of Use at any time by clicking on the link marked “Terms of Use” at the bottom of each page of this Site. For Your convenience, we will post the effective date of the Terms of Use next to the link, so that You can see at a glance whether our Terms of Use have changed since Your last visit.

These Terms of Use were last updated on August 11, 2023

### Agreements governing your use of password-protected areas of this site

When You register to use the Service or any other password-protected area of this Site, You will be asked to agree (by checking a box or clicking on a button) to special terms governing Your use of the password-protected area. This type of agreement is referred to as a “click-through agreement.” If any of the terms of the click-through agreement are different than the terms of these Terms of Use, the terms of the click-through

agreement will supplement or amend these Terms of Use, but only with respect to the matters governed by the click-through agreement.

### **Your feedback**

We welcome Your comments, feedback, suggestions, and other communications regarding this Site and the information and services we make available through this Site (collectively, "Feedback"). The Feedback You provide to us through this Site will be and remain our exclusive property. Your submission of Feedback will constitute an assignment to us of all worldwide rights, title and interests in Your Feedback, including all copyrights and other intellectual property rights in Your Feedback. We will be entitled to reduce to practice, exploit, make, use, copy, disclose, display or perform publicly, distribute, improve and modify any Feedback You submit for any purpose whatsoever, without restriction and without compensating You in any way. For this reason, we ask that You not send us any Feedback that You do not wish to assign to us.

### **Our Online Privacy Policy**

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Some jurisdictions do not allow the limitation of certain warranties, so some of these disclaimers may not apply to you.

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SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF DAMAGES. ACCORDINGLY, SOME OF THE FOREGOING LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

### **Modification and discontinuation**

We reserve the right to discontinue or modify this Site at any time without prior notice.

### **Interpretation**

As used in these Terms of Use, the term “including” means “including, but not limited to.”

### **Waiver**

Our failure at any time to require performance of any provision of these Terms of Use or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by any of us of any breach of any provision of these Terms of Use or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these Terms of Use.

### **Severability**

If any provision of these Terms of Use is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms of Use shall remain in full force and effect.

### **Governing law, jurisdiction and venue**

These Terms of Use shall be governed under the laws of the State of Massachusetts without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms of Use shall be venued exclusively in a state or federal court in Norfolk County, Massachusetts. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes.

### **Entire agreement**

These Terms of Use, as supplemented or amended by any applicable Privacy Notices or click-through agreement, contain the entire understanding and agreement between You and us with respect to this Site and supersede all previous communications, negotiations and agreements, whether oral, written, or electronic between You and us with respect thereto.

### **Questions about these Terms of Use**

If You have any questions regarding these Terms of Use, please

- Submit your query via our [Contact Us](#) form