

imi Privacy Policy

Effective date: September 6, 2022

INTRODUCTION

Irving Materials, Inc. (“imi,” “we,” “our,” or “us”), with offices at 8032 North State Road 9, Greenfield, IN 46140, respects your privacy and is committed to protecting it through our compliance with this privacy policy (the “Policy”).

imi, an Indiana Corporation, maintains this Policy to keep you informed about the information we may collect from you, or that you may provide to us when you interact with the Site (defined below) or our Services (defined below), how we use and share that information, and your options with regard to our use of that information.

SCOPE OF THE POLICY

This Policy applies to information collected through our websites on which the Policy is posted, including www.irvmat.com, www.ebpaving.com, www.specialtiescompany.com, and www.driveimi.com, in addition to any mobile application, product or service that displays or links to this Policy (collectively, the “Site”), used to deliver our construction or logistics services (the “Services”).

This Policy does not apply to websites, mobile apps, or other online products and services that have their own privacy policy or otherwise do not display or link to this Policy.

THIS POLICY IS PART OF OUR TERMS OF SERVICE

This Policy is part of the Terms of Use [<https://irvmat.com/privacy.asp>] that govern your use of this Site. Please take a few minutes to review this Policy and the Terms of Use to familiarize yourself with our practices and your obligations when using this Site and our Services. Your use of this Site constitutes consent to be governed by the Terms of Use and this Policy.

UPDATES TO THIS POLICY

We review our privacy practices from time to time, which are subject to change. We ask that you periodically review this page to remain familiar with the most current version of our Policy. Information collected after the posted effective date will be treated in accordance with the then most current Policy. When this Policy changes, we will update the “Effective date” at the top of the page.

INFORMATION WE COLLECT

In certain areas of the Site, we may ask you to submit information that identifies you as an individual (“Personal Information”) to us, and we may invite you to request information from us. In addition to any information that you may voluntarily provide, the Site may automatically collect information about you and your use of the Site.

Information We Automatically Collect

We automatically collect information about your interactions with our Site, including information about the device you use to access the Site.

Cookies and Device Identifiers. A cookie is a small file placed on your device when you visit a website that can be understood by the website that issued the cookie. We use cookies and other technologies, including device identifiers, to collect information and support certain features of the Site. For example, we may use these technologies to:

- collect information about how visitors use the Site (for example, which pages they visit, which links they use, and how long they stay on each page);
- support the features and functionality of the Site (for example, to save a visitor the trouble of re-entering information already in our database or to prompt the settings they established on previous visits);
- personalize a visitor's experience when they use the Site; and
- improve our marketing efforts, including targeted advertising.

We may use both session cookies and persistent cookies. A session cookie expires when you close your browser. A persistent cookie remains on your hard drive for an extended period of time. The information we collect using cookies and similar technologies may or may not be directly identifying of you, but we may link it to Personal Information that you provide. If you do not wish to receive cookies, you may set your browser to reject cookies or to alert you when a cookie is placed on your computer. Although you are not required to accept cookies when you visit our Site, you may be unable to use all of the functionality of the Site if your browser rejects cookies.

Information from Your Computer or Mobile Device. When you access the Site through your computer or mobile device, we may automatically collect certain information from and/or about your device, such as IP address, access dates and times, information about your geographic location (approximately, as determined through your IP address, or precisely, using GPS or similar technology), hardware and software information, mobile and computer or hardware device information. This information allows us to understand how you've used the Site, and other actions you have taken in connection with your use of the Site. We automatically collect log data when you access and use the Site.

Information You Provide to Us

Account Registration Information. When you sign up for an account to use the Site and the related Services, you provide us with your basic contact information, including your name and email address. We use this information to communicate with you about your account and to send you messages about our Services.

E-Mail Content and Newsletters. You may choose to provide us with Personal Information in an email message to one of the addresses listed on our Site or by submitting your information in a "Stay Informed" or "Contact" section of the Site. We use this information to respond to your message, fulfill your order, or to register you for the Services, and we may use it to market or promote relevant services or products to you. If you sign up for an email newsletter, you have

the option to unsubscribe at any time. Any information you choose to provide regarding special interests may be used for marketing and promotional purposes. By providing this information, you may receive occasional email messages from imi or an affiliated organization.

Payment Information. You may provide payment information, including credit card or financial account information, to pay for our Services through the Site. This information is used only to fulfill the transactional purpose for which you submit it to us and may be processed by a third-party vendor on our behalf. We use a third-party payment processor to take payment for our Services.

Credit Application Information. You may provide Personal Information, including your name, address, email address, Social Security number, and financial information to us if you apply for a loan through a webform on the Site. Other notices and terms, provided to you separate from this Policy, may apply to the loan-application process.

Job Applicant/Employment Information. You may provide information about your qualifications for a position of employment with us, including your employment history, and other demographic information about you. This information is expressly not Personal Information subject to this Policy.

Additional Sources of Information. You may provide additional information to us when you request information about our Services. We may receive this information from you through email, the Site, or over the phone. This information may be combined with other information received through the various channels through which you interact with us.

THIRD-PARTY ANALYTICS TOOLS

Beyond the information you voluntarily provide to us directly, imi utilizes analytics tools, including third-party technologies such as Google Analytics, to collect information and help us understand how visitors engage with our Site. To learn more about Google Analytics, click [here](#). To learn more about how Google uses data collected through partner sites or applications, click [here](#).

THIRD-PARTY ADVERTISING TOOLS

Third parties may deliver cookies or other tracking technologies, including web beacons or tracking pixels to your computer or mobile device for the purpose of tracking your online behaviors across nonaffiliated websites, and to deliver targeted advertisements on other nonaffiliated websites. For example, we may use the Facebook Pixel to better understand who visits our website and to provide you relevant targeted advertisements on other websites.

HOW WE USE INFORMATION

We use the information we collect to provide you the Services, enhance your experience on our Site, to improve our Services, and for marketing and promotional efforts. For more details about how we use information, please see below.

Use of Information You Provide to Us. Generally, we may use information you provide to us through the Site:

- to provide the information, content and Services you request;
- for security or fraud prevention purposes;
- to provide you with effective customer service;
- to provide you with a personalized experience when you use our Site;
- to contact you with information and notices related to your use of our Site;
- to better understand your needs and interests;
- to improve the content, functionality and usability of this Site;
- to improve our Services;
- to improve our marketing and promotional efforts;
- to engage vendors and/or business partners to assist with the above; and
- for any other purpose identified in an applicable privacy notice, click-through agreement, or other agreement between you and us.

Please see “Your Choices” below for information about the choices you have about the ways we use the information we collect about you.

Use of Aggregated Information. We may use information gathered through the Site to create a compiled, aggregate view of the Site’s audiences and its visitors’ usage patterns. We use aggregated information to improve our content, operate our Services, deliver products, and to better understand our audience as we develop new products and services. We may also share aggregated information—which no longer identifies any individuals—with our third-party service providers as well as with potential advertisers, so they can better understand and/or market to our audience.

EMAIL CONSENT AND OPT-OUT

When you provide us your email address, you consent that we may contact you using that email address to provide you with information and notices relating to Services about which you inquire and about various other offerings that may be of interest to you in the future. It also means we may email you regarding updates to this Privacy Policy or with updates about imi generally (for example, to share a press release).

You may choose to opt out of receiving future commercial email messages from us. Each commercial email sent by us contains a link with instructions on how to remove yourself from our email list. Please note that you will need to opt-out separately from any third-party websites with which you have registered.

THIRD-PARTY DATA SHARING AND DISCLOSURE

Compliance with Law or Protection of Rights. We may disclose information we collect, including your Personal Information, when we, in good faith, believe disclosure is appropriate to comply with the law, a court order, or a subpoena. We may also disclose your Personal Information to prevent or investigate a possible crime, such as fraud or identity theft; to protect the security of

the Site; to enforce or apply any applicable terms of use or other agreements; or to protect our own rights or property, or the rights, property, or safety of others.

Business Negotiations. We may contemplate, for strategic or other reasons, selling, buying, merging, or otherwise reorganizing our businesses. In negotiating with a third party about entering into such an arrangement, we may need to disclose your Personal Information. In such cases, we will take reasonable measures to protect the Personal Information we disclose, for example, by requiring a prospective partner or purchaser to sign a non-disclosure agreement limiting the use and protecting the confidentiality of the information.

Business Transfers. We may transfer the information you submit on or through the Site, including Personal Information, to a partner or buyer or other successor in the event of a merger, divestiture, transfer of control, restructuring, reorganization, dissolution, or other sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which Personal Information held by imi, a subsidiary, or an affiliated organization about our Site's users is among the assets transferred.

Job Applications. We utilize a third party to facilitate job applications through our Site. When you submit information related to an application for employment with us we redirect you to the third party's website, to which you directly provide your information.

Vendors. We may from time to time retain third-party vendors in order to help us manage the Site and allow us to better serve our visitors and customers. These may include third-party vendors we engage to analyze the information we collect for marketing or similar purposes.

We may contract with third parties who use cookies to collect information on our behalf. These parties maintain their own confidentiality and security standards. We may contract with companies or others to provide certain services, including payment services, data management and promotional services. We provide these service providers with the information they need to perform these services.

We may also share information, including Personal Information, to third-party vendors to help us provide the Services. For example, we may use a cloud-service provider to host information we collect or other aspects of our Services. Such vendors have access to Personal Information for a limited purpose and for a limited period of time.

We do not disclose personal information to third parties for their own direct marketing purposes.

LINKS TO THIRD-PARTY WEBSITES

The Site may have links to other websites or resources over which imi does not have control. Such links do not constitute an endorsement by imi of those websites. You acknowledge that imi is providing these links to you only as a convenience, and you further agree that imi is not responsible for the content of such websites. Your use of such websites is subject to the terms of use and privacy policies located on the linked websites.

YOUR CHOICES

In General. We respect your right to make choices about the ways your Personal Information is collected and used. For example, we will include instructions to unsubscribe from communications in each electronic newsletter or promotional email we send you.

Unsubscribe from Newsletters or Promotional Communications. We want to provide you information that is valuable to you. If at any time you wish to be taken off our mailing lists, please follow the unsubscribe instructions included in our communications to you or contact us by email at <https://irvmat.com/contact.html>, or by mail at the address listed below. Please provide your full name, postal address and email address so that we can find you on our mailing lists. Once we have the information we need, we will remove you from our mailing lists as you have requested. Please give us a reasonable amount of time to honor your request.

Opt-Out Links. We do not control how third parties use your information, but you can opt out of certain third-party activities at the links below.

To opt out of Google Analytics, please visit: <https://tools.google.com/dlpage/gaoptout>.

To opt out of certain ad functions, please visit: <https://youradchoices.com/control>.

Do Not Track Mechanisms. Because of the changing state of technology and indecision within the industry regarding the meaning of Do Not Track signals, we currently do not make any guarantee that we will honor Do Not Track signals.

CHILDREN'S PRIVACY

Our Site is not intended for individuals under the age of 16. Children under 16 years old may not use the Site or access its content without the written permission of a parent or guardian. If you believe that a child under the age of 16 has submitted information on or through one of our Sites without the consent and supervision of a parent or guardian, please contact us as indicated below.

CONTACT US

If you have any questions regarding this Policy, please contact us via email at the form at <https://irvmat.com/contact.html> or by phone at 317.326.3101.

imi Terms of Use

Effective Date: September 6, 2022

Thank you for using this service, which is owned and operated by Irving Materials, Inc. ("imi," "we," "us," or "our").

These Terms of Use ("Terms") govern your use of websites to which these Terms are posted, including www.irvmat.com, www.ebpaving.com, www.specialtiescompany.com, and www.driveimi.com, in addition to any mobile application on which these Terms are posted (collectively, the "Website"). These Terms constitute a legally binding agreement between you ("you" or "your"), the person using the Website, and imi. The Website is intended for users in the United States and Canada, except for the Province of Quebec.

These terms include an Arbitration Agreement that governs any disputes between you and us. Unless you opt out as described below, this Arbitration Agreement will:

- **Eliminate your right to a trial by jury; and**
- **Substantially affect your rights, including preventing you from bringing, joining, or participating in class or consolidated proceedings.**

APPLICABLE PROVISIONS

Your Acceptance of These Terms of Use

These Terms apply to all users of the Website. By using the Website, you agree to comply with and be bound by these Terms. If you do not agree to these Terms, you may not access or use the Website.

Your Acceptance of Our Privacy Policy

By agreeing to these Terms, you agree to the terms of our Privacy Policy [<https://irvmat.com/privacy.asp>], which is expressly incorporated herein. Before using the Website, please carefully review our Privacy Policy. All personal information provided to us as a result of your use of the Website will be handled in accordance with our Privacy Policy. To the extent there are inconsistencies between these Terms and our Privacy Policy, these Terms control.

Your Consent to Other Agreements

If you enter into any other agreement with imi, for example, sweepstakes, contests, or surveys, or if you purchase products or services online, you may be asked to agree to additional terms governing your entry into the sweepstakes, contest, or survey or your product or service purchase ("Additional Terms"). In such cases, you may be asked to expressly consent to the Additional Terms, for example, by checking a box or clicking on a button marked "I agree." If any of the Additional Terms are different than these Terms, the Additional Terms will supplement or amend these Terms, but only with respect to the matters governed by the Additional Terms.

These Terms May Change

imi reserves the right to modify or add to these Terms at any time, effective as of the posting of the new terms or a later date as may be specified in the new terms. You agree that we may notify you of the new terms by making them available via the Website, and that your use of the Website after the effective date of the new terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the new terms. We therefore encourage you to review these Terms every time you use the Website. We may also provide notice to you of any update to these Terms in other ways in our discretion, such as through contact information you have provided.

Ownership of the Websites and Their Material

The Website, including all their software and code comprising or used to operate the Websites, and all of the text, photographs, images, illustrations, graphics, sound recordings, video and audio-video clips, and other materials available on the Website ("Material") are protected under applicable intellectual property and other laws, including without limitation the laws of the United States and other countries. All Material and intellectual property rights therein are the property of imi or the Material included with the permission of the rights owner and protected pursuant to applicable copyright and trademark laws. All rights not expressly granted are reserved.

Subject to these Terms, imi grants to you a personal, non-exclusive, non-transferable, limited, and revocable license to use the Websites for personal use only in accordance with these Terms. Any use of the Website in any other manner, including without limitation, resale, transfer, modification, or distribution of the Material is prohibited. Unless explicitly stated herein, nothing in these Terms shall be construed as conferring in any manner, whether by implication, estoppel or otherwise, any title or ownership of, or exclusive use-rights to, any intellectual property or other right and any goodwill associated therewith. These Terms also govern any updates to, or supplements or replacements for, the Website, unless separate terms accompany such updates, supplements, or replacements, in which case the separate terms will apply.

You agree not to reverse engineer, decompile, reverse assemble, modify, or attempt to discover any source code that we use or create to generate the Website or any software or other products or processes accessible through the Website. You further agree that, in accessing and using our Material as permitted by these Terms, you will keep intact any copyright or other proprietary notices. You also agree that you will neither (a) use any robot, spider, rover, scraper, or any other data-mining technology or automatic or manual process to monitor, cache, mask, extract data from, copy or distribute the Material (except as may be a result of standard search engine or Internet browser usage); nor (b) modify, provide access to, frame, reproduce, archive, sell, lease, rent, exchange, create derivative works from, publish by hard copy or electronic means, publicly perform, display, disseminate, distribute, broadcast, retransmit, circulate to any third party or on any third party website, or otherwise use the Material in any way except as specifically permitted by these Terms or otherwise in writing by imi. You agree not to allow or assist any third party in violating or attempting to violate any of the above restrictions or prohibitions, whether or not for your benefit.

We may terminate this license at any time for any reason. If you breach any of these Terms, your license to the Material terminates immediately. Upon the termination of this license, you must stop using the Website, including all Material, and return or destroy all copies, including electronic copies, of the Material in your possession or control.

Trademarks

imi's name and logos, all product and service names, all graphics, all button icons, and all trademarks, service marks and logos appearing within the Website (including but not limited to "imi," "imi Supply," "HMT," "Bulk Material Logistics," "BML," "E&B Paving," and "Specialties Company"), unless otherwise noted, are trademarks (whether registered or not), service marks and/or trade dress of imi (the "imi Marks"). All other trademarks, product names, company names, logos, service marks and/or trade dress mentioned, displayed, cited, or otherwise indicated within the Website are the property of their respective owners. You are not authorized to display or use the imi Marks in any manner without our prior written permission. You are not authorized to display or use trademarks, product names, company names, logos, service marks and/or trade dress of other owners featured within the Website without the prior written permission of such owners. The use or misuse of the imi Marks or other trademarks, product names, company names, logos, service marks and/or trade dress or any other materials contained herein, except as permitted herein, is expressly prohibited.

Eligibility

This Website is not targeted toward, or intended for use by, anyone under the age of sixteen (16). Individuals under the age of sixteen (16) are prohibited from accessing the Website. By installing, accessing, or using the Website, you represent that you (a) are at least sixteen (16) years of age, and (b) are not located in a country that is subject to a U.S. government embargo, and/or have not been listed on any U.S. government list of prohibited or restricted parties. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Website and agree not to interfere with the use and enjoyment of the Website by other users and imi's operation or management of the Website.

Your Compliance with Laws

Use of the Website is not authorized in any jurisdiction where all or any portion of the Website may violate any legal requirements, and you agree not to access the Website in any such jurisdiction. You are responsible for compliance with applicable laws. Any use in contravention of this provision or any provision of these Terms is at your own risk.

User Generated Content

We may provide user comment areas, message boards, interactive user communities, or other areas on the Website ("Community Forums") where users can interact with others and with us, as well as have the opportunity to submit photographs, writings, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions, or other content, any of which may include personal information (collectively, "User Generated Content"). User Generated Content includes any information that you publish through any social media platform (e.g., Instagram, Twitter, Facebook, or Pinterest) with a hashtag that relates to one or more of our brands, and that you give us permission to use. User Generated Content may include your personal information.

You are responsible for User Generated Content that you post. Under no circumstances will we be liable in any way for any User Generated Content. This means that you, not imi, are entirely responsible for all User Generated Content that you post and that you can be held personally liable for comments that are defamatory, obscene, or libelous, or that violate these Terms or applicable law, an obligation of confidentiality, or the rights of others. If any part of the User Generated Content you post is not your original work, it is your responsibility to obtain any necessary permission to post it.

Because we do not control the User Generated Content posted on or through the Website, we cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that User Generated Content. You also agree and understand that by accessing the Website, you may encounter User Generated Content that you may consider to be objectionable. We have no responsibility for any User Generated Content, including without limitation any errors or omissions therein. We are not liable for any loss or damage of any kind you may claim was incurred as a result of the use of any User Generated Content posted, emailed, transmitted, or otherwise made available on or through the Website.

You own User Generated Content, but we may use it. You own the copyright in any original User Generated Content you submit. We do not claim any copyrights in User Generated Content. However, by using the Website, you are granting us and any of our subsidiaries, affiliates, successors, and assigns, a nonexclusive, fully paid, worldwide, perpetual, irrevocable, royalty-free, transferable license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display, and perform, publish, transmit, remove, retain repurpose, and commercialize User Generated Content you post in any and all media or form of communication whether now existing or hereafter developed, without obtaining additional consent, without restriction, notification, or attribution, and without compensating you in any way, and to authorize others to do the same. For this reason, you

should not post any User Generated Content that you do not wish to license to us, including any photographs, videos, confidential information, or product ideas.

We may disclose and/or remove User Generated Content. imi has certain rights. We have the right (but do not assume the obligation) to: (a) monitor all User Generated Content; (b) require that you avoid certain subjects; (c) remove or block any User Generated Content at any time without notice at our sole and absolute discretion; (d) disclose any User Generated Content and the identity of the user who posted it in response to a subpoena or whenever we believe that disclosure is appropriate to comply with the law or a court order, to prevent or investigate a possible crime or other violation of law, to protect the rights of imi or others, or to enforce these Terms; and (e) terminate your access to and use of the Websites, or to modify, edit, or block your transmissions thereto in our sole discretion.

You agree that our exercise of such discretion shall not render us the owners of User Generated Content you post, and that you will retain ownership thereof as described above.

Restrictions on User Generated Content. It is a condition of these Terms that you do not upload, post, transmit, or otherwise make available any User Generated Content that:

- is unlawful, harmful, hateful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, racially disparaging, indecent, or invasive of another's privacy;
- constitutes or encourages activity illegal under criminal or civil law;
- is false, misleading, deceptive, inaccurate, fraudulent, or misrepresents your identity or affiliation with a person or company;
- you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information or proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- violates or infringes upon the rights of others;
- contains the image, name, or likeness of anyone other than yourself;
- requests or solicits any personal or private information from any individual;
- contains advertising, promotions, or marketing, or which otherwise has a commercial purpose, except as expressly agreed to by you and us;
- promotes violence or describes how to perform a violent act;
- impersonates any person or entity; or
- violates any local, state, national, or international law, rule, or regulation.

By posting User Generated Content, you represent and warrant that (i) you own or otherwise control all of the rights to the User Generated Content and have the right to grant the license set forth in these Terms; (ii) the User Generated Content is accurate, and (iii) you are at least eighteen (18) years old and you have read and understood—and your User Generated Content fully complies with—these Terms and applicable laws and will not cause injury to any person or entity.

You understand and acknowledge that: (a) imi has wide access to content, information, ideas, suggestions, designs, and other materials that may be similar or identical to materials you submit to us; and (b) you will not be entitled to any compensation (nor will imi be obligated to negotiate with you) as a result of our use of any similar or identical material.

imi is not obligated to post, keep, or use your User Generated Content.

Removal of Material

In general. On certain pages of the Websites, we may provide to you a tool to report objectionable User Generated Content. If that tool is not available, you can report objectionable User Generated Content and other objectionable Material by contacting us using the information provided below. While we do

not have any obligation to remove Material from the Website merely because of a removal request, we will review all such requests and will remove Material that we determine should be removed, in our sole discretion and in accordance with these Terms and applicable law. Please be aware, however, that if the Material has already been distributed to other websites or published in other media, we will not be able to recapture and delete it. Also, a back-up or residual copy of the Material we remove from the Websites may remain on back-up servers.

Violation of copyrights. imi does not knowingly violate or permit others to violate the copyrights of others. We will promptly remove or disable access to material that we know is infringing or if we become aware of circumstances from which infringing activity is apparent.

Digital Millennium Copy Right Act. If you are requesting removal of content because of a violation of your copyrights, please note that the Digital Millennium Copyright Act of 1998 (the “DMCA”) provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe that your own work, or the work of a third party for whom you are authorized to act, is featured on the Websites or has been otherwise copied and made available on the Websites in a manner that constitute copyright infringement, please notify us immediately. Your notice must be in writing and must include:

- an electronic or physical signature of the copyright owner or of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Websites (including the URL, title and/or item number if applicable, or other identifying characteristics);
- your name, address, telephone number, and email address, and, if you are not the owner of the copyright, the name of the owner;
- a written statement by you that you have a good-faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Your statement must be submitted via <https://irvmat.com/contact.html>; or mailed to:

Irving Materials, Inc.,
Attn: Copyright Removal Request
8032 North State Road 9
Greenfield, IN 46140

Any notification by a copyright owner or a person authorized to act on its behalf that fails to comply with requirements of the DMCA shall not be considered sufficient notice and shall not be deemed to confer upon us actual knowledge of facts or circumstances from which infringing material or acts are evident.

Your Feedback

Any suggestions or feedback you post on or through the Website that is specifically about how we can improve the Website and the products and services we make available through the Website (“Feedback”) will be and will remain our exclusive property. Your submission of Feedback constitutes 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.

Links

While using the Website, you may click on links to other websites or applications and leave the Website. We provide links to other websites that may contain information that may be useful or interesting to you. We do not endorse, and are not responsible for, the content and accuracy of linked websites operated by third parties or for any of your dealings with such third parties. You are solely responsible for your dealings with such third parties, and we encourage you to read the terms of use and privacy policies on such third-party websites.

Modification and Discontinuation

We reserve the right at any time and from time-to-time to modify, edit, delete, suspend, or discontinue, temporarily or permanently, the Website (or any portion thereof) and/or the information, materials, products and/or services available through the Website (or any part thereof) with or without notice. You agree that we shall not be liable to you or to any third party for any such modification, editing, deletion, suspension, or discontinuance of the Website.

DISCLAIMERS

WE MAKE NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE WEBSITE OR ITS MATERIAL, OR ANY PRODUCT OR SITE AVAILABLE ON OR PROMOTED THROUGH THE WEBSITE. THE WEBSITE AND ALL OF ITS MATERIAL (INCLUDING USER GENERATED CONTENT) ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, imi, ANY OF ITS AFFILIATES AND SUBSIDIARIES, DIVISIONS, JOINT VENTURES, LICENSORS, AND THIRD-PARTY SERVICE OR CONTENT PROVIDERS AND EACH OF THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, AND AGENTS ITS AFFILIATES ("imi PARTIES") DISCLAIM ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, ARISING BY STATUTE, CUSTOM, COURSE OF DEALING, COURSE OF PERFORMANCE, OR IN ANY OTHER WAY, WITH RESPECT TO THE WEBSITE, ITS MATERIAL, AND ANY PRODUCTS OR SERVICES AVAILABLE OR PROMOTED THROUGH THE WEBSITE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, imi AND THE imi PARTIES DISCLAIM ALL REPRESENTATIONS AND WARRANTIES (A) OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (B) RELATING TO THE SECURITY OF THE WEBSITE; (C) THAT THE CONTENT OF THE WEBSITE IS ACCURATE, COMPLETE, OR CURRENT; OR (D) THAT THE WEBSITE WILL OPERATE SECURELY OR WITHOUT INTERRUPTION OR ERROR.

WE DO NOT REPRESENT OR WARRANT THAT THE WEBSITE, ITS SERVERS, OR ANY TRANSMISSIONS SENT FROM US OR THROUGH THE WEBSITE WILL BE FREE OF ANY HARMFUL COMPONENTS (INCLUDING VIRUSES).

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APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF CERTAIN WARRANTIES, SO ALL OR PART OF THIS DISCLAIMER OF WARRANTIES MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

WE ARE NOT RESPONSIBLE OR LIABLE IN ANY MANNER FOR ANY USER GENERATED CONTENT. ALTHOUGH WE INCLUDE STRICT PROVISIONS REGARDING USER GENERATED CONTENT IN THESE TERMS, WE DO NOT CONTROL AND ARE NOT RESPONSIBLE FOR WHAT USERS POST USING THE WEBSITE AND ARE NOT RESPONSIBLE FOR ANY OFFENSIVE, INAPPROPRIATE, OBSCENE, UNLAWFUL, INFRINGING, OR OTHERWISE OBJECTIONABLE OR ILLEGAL USER GENERATED CONTENT YOU MAY ENCOUNTER IN CONNECTION WITH YOUR USE OF THE WEBSITE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAWS, WE, ON BEHALF OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, AND SERVICE PROVIDERS, EXCLUDE AND DISCLAIM LIABILITY FOR ANY LOSSES AND EXPENSES OF WHATEVER NATURE AND HOWSOEVER ARISING INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, GENERAL, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES; LOSS OF USE; LOSS OF DATA; LOSS CAUSED BY A VIRUS OR MALICIOUS CODE; LOSS OF INCOME OR PROFIT; LOSS OF OR DAMAGE TO PROPERTY; CLAIMS OF THIRD PARTIES; OR OTHER LOSSES OF ANY KIND OR CHARACTER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE WEBSITE. YOU ASSUME TOTAL RESPONSIBILITY FOR ESTABLISHING SUCH PROCEDURES FOR DATA BACK UP AND VIRUS CHECKING AS YOU CONSIDER NECESSARY. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER BASIS.

IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE RELEASED PARTIES FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED SHALL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00).

You have specific legal rights related to your use of the Website and you may also have other rights which vary from country to country. Some jurisdictions do not allow certain kinds of limitations or exclusions of liability, so the limitations and exclusions set out in these Terms may not apply to you. Other jurisdictions allow limitations and exclusions subject to certain conditions. In such a case the limitations and exclusions set out in these Terms shall apply to the fullest extent permitted by the laws of such applicable jurisdictions. Your statutory rights as a consumer, if any, are not affected by these provisions, and we do not seek to exclude or limit liability for fraudulent misrepresentation.

Before seeking legal recourse for any harm you believe you have suffered arising from or relating to your use of the Website, you agree to inform us in writing and to give us thirty (30) days to cure the harm before initiating any action. You must initiate any cause of action within one (1) year after the claim has arisen, or you will be barred from pursuing any cause of action.

Indemnity

You agree to indemnify and hold harmless imi and the imi Parties, and its and their respective officers, agents, partners, and employees, from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Websites in violation of these Terms and/or arising from a breach of these Terms and/or any breach of your representations and warranties set forth above and/or if any material that you post using the Website causes us to be liable to another. We reserve the right to assume the exclusive defense of any such claim, and you agree to provide us with such reasonable cooperation and information as we may request. You will not in any event settle any claim without the prior written consent of a duly authorized employee of imi.

ARBITRATION AGREEMENT WITH CLASS ACTION WAIVER

Mandatory Binding Individual Arbitration. Except as expressly provided below, you agree that any dispute, claim, case, or controversy (whether based in tort, contract, statute, regulation, ordinance,

equity, or any other legal theory) between you and imi (whether arising out of or relating to past, present, or future acts or omissions) (“Claims”) shall be exclusively resolved by binding arbitration on an individual basis, rather than in court (“Arbitration Agreement”).

Waiver of Class Actions. You and imi each agree that each party will assert Claims in arbitration only in our individual capacity, and not as a representative or member of any purported class. We each agree that we will not participate in any class, mass, collective, consolidated, private attorney general, or other representative arbitration proceeding. Each party agrees that the arbitrator has no authority to arbitrate Claims on a class-wide basis and shall not consolidate, combine, or jointly arbitrate Claims of more than one (1) person in a single arbitration.

Waiver of Jury Trial. Each party waives its constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, electing instead to resolve by binding arbitration all Claims.

Opt-out. You may opt out of this Arbitration Agreement if you send imi a signed, written opt-out notice within thirty (30) days of your initial visit to the Websites. Any opt-out notice shall be sent to imi at: Irving Materials, Inc., Attn: Corporate Communications, 8032 North State Road 9, Greenfield, IN 46140.

Claims Not Subject to Arbitration. There are only three (3) exceptions to this Arbitration Agreement:

- *Small Claims.* Either party may bring individual Claims in small claims court.
- *Personal Injury Claims.* Both parties must litigate personal injury Claims in court. For purposes of this exception, personal injury Claims are claims arising from injury to the physical structure of the human body.
- *Emergency Equitable Relief.* Either party may seek temporary injunctive relief or other equitable relief in court pending arbitration. A request for interim measures will not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

Arbitration Procedures. Either party may initiate an arbitration proceeding, which will be conducted by a single neutral arbitrator.

Arbitration Provider. Each party will initiate arbitration before JAMS, Inc. (“JAMS”) or any successor to JAMS, which is an alternative dispute resolution provider (“ADR Provider”). In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either party can elect to have the arbitration administered by another mutually agreeable ADR Provider who will hear the case.

Arbitration Rules. The arbitration will be conducted under the JAMS Streamlined Arbitration Rules and Procedures (available at www.jamsadr.com) (“Arbitration Rules”). The Arbitration Rules will govern all aspects of the arbitration, except to the extent such rules are in conflict with this Arbitration Agreement.

Arbitration Location. If an in-person hearing is required, then it will take place in Minneapolis, MN, Chicago, IL, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to your residence), unless the claimant primarily resides outside the United States (in which case the arbitrator will give the parties reasonable notice of the date, time, and place of any oral hearings).

Fees. Payment of all filing, administrative, and arbitrator fees will be governed by the Arbitration Rules.

Arbitrator’s Authority and Award. The arbitrator will decide the rights and liabilities, if any, of the parties, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim. The arbitrator will have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Arbitration Agreement. The arbitrator will issue a written award and reasoned statement of decision

describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. Any award will be subject to judicial confirmation or entry in any court having jurisdiction.

Governing Law. This Arbitration Agreement is governed by the Federal Arbitration Act and federal arbitration law.

Confidentiality. All aspects of the arbitration proceeding, including but not limited to, the award of the arbitrator and compliance therewith, will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to a court of law any information necessary to enforce this Arbitration Agreement or to enforce an arbitration award.

MISCELLANEOUS

No Assignment

These Terms are not assignable, transferable, or sublicensable by you except with the prior written consent of a duly authorized imi employee.

Waiver

Our failure at any time to require performance of any provision of these Terms or to exercise any right provided for herein will 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 imi of any breach of any provision of these Terms or of any right provided for herein will 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.

Severability

If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision will 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 will remain in full force and effect.

Survival

The following terms shall survive any termination of these Terms or discontinuation of the Website: imi's reservation of all intellectual property rights including rights to any User Generated Content or Feedback provided to imi, restrictions on use of the Website, disclaimer of warranties, indemnification and limitation of liability, general terms, and any other terms that by their nature are intended to survive.

Governing Law

These Terms shall be governed by and construed in accordance with the internal laws of the State of Indiana without giving effect to any choice or conflict of law provision or rule.

Entire Agreement

These Terms (together with our Privacy Policy and any additional terms applicable to you) contain the entire understanding and agreement between you and imi with respect to the Website and supersede all previous communications, negotiations, and agreements, whether oral, written, or electronic, between you and imi with respect to the Website and your use of the Website.

Contact Us

To contact us regarding these Terms, please contact us via the form at <https://irvmat.com/contact.html>;
or by mail to:

Irving Materials, Inc.
Attn: Corporate Communications
8032 North State Road 9
Greenfield, IN 46140