

## Terms of Use

### 1. General and Acceptance

BY USING AND/OR VISITING THE WWW.AQUAPATCHASPHALT.COM WEBSITE AND/OR ANY SUB-WEBSITE OF WWW.AQUAPATCHASPHALT.COM (as defined below; collectively, including all content available through the Aquapatchasphalt.com domain name and/or any sub-domain name such as www.mobile.aquapatchasphalt.com, the "Aqua Patch Website", or "Website"), is owned, maintained and operated by Jalux Americas, Inc., doing business as Aqua Patch Road Materials ("Aqua Patch"), formerly Aqua Patch Road Materials, L.L.C., and by USING ANY OF THE SERVICES PROVIDED ON THE WEBSITE (as defined below) YOU SIGNIFY YOUR ASSENT TO BOTH THESE TERMS AND CONDITIONS (the "Terms of Use" or "Agreement"). If you do not agree to any of these terms, then please do not use the Aqua Patch Website.

The Terms of Use constitute a binding legal agreement between You as user ("you") and the subsidiaries and/or affiliates of Aqua Patch (the "Aqua Patch Affiliates"). Aqua Patch collaborates with the Aqua Patch Affiliates, from time to time, in order to facilitate the delivery of services to its Users and to collect payments.

For the purpose of these Terms of Use, a "Sub-website" of Aqua Patch shall be considered as any website which is part of the Aqua Patch service offering and which refers to these Terms of Use as the terms governing the use of such websites.

This Terms of Use Agreement sets forth the legally binding terms for your use of the Aqua Patch Services and they shall apply to all users of the Aqua Patch Website, including users offering content and/or other materials or services on or through the Website. By using the Aqua Patch Services, you agree to be bound by this Agreement. You are only authorized to use the Aqua Patch Services (regardless of whether your access or use is intended) if you agree to abide by all applicable laws and to this Agreement. PLEASE READ THIS AGREEMENT CAREFULLY AND SAVE IT. IF YOU DO NOT AGREE WITH IT, YOU SHOULD LEAVE THE AQUA PATCH WEBSITE AND DISCONTINUE USE OF THE AQUA PATCH SERVICES IMMEDIATELY. IF YOU WISH TO MAKE USE OF THE AQUA PATCH SERVICES, YOU MUST READ THIS AGREEMENT.

In order to participate in certain Aqua Patch Services, you may be required to agree to additional terms and conditions. Unless otherwise provided by the additional terms and

conditions applicable to the Aqua Patch Services in which you choose to participate, those additional terms are hereby incorporated into this Agreement as an integral part hereof.

Aqua Patch may modify this Agreement from time to time and such modification shall be effective upon posting by Aqua Patch on the Website. You agree to be bound to any changes to this Agreement when you use the Aqua Patch Services after any such modification is posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

## 2. Eligibility

Use of the Aqua Patch Services is void where prohibited. By using the Aqua Patch Services, you represent and warrant that (a) all information you submit is truthful and accurate; (b) you will maintain the accuracy of such information; (c) you are 13 years of age or older; and (d) your use of the Aqua Patch Services does not violate any applicable law or regulation. Your profile may be deleted without warning, if we believe that you are less than 13 years of age.

Minors are not allowed to purchase any Services. Accordingly, by purchasing such services the user declares and represents that he/she is more than 18 years of age and that he/she has full legal capacity to complete such contractual action without need for any additional approvals or consents.

## 3. Provided Services

Subject to full compliance with the Terms of this Use Agreement, Aqua Patch shall provide certain services, as described more fully on the Website ("Services"). Services may include, but not be limited to, the formation, designing, storage, management, sharing and linking of media and/or document files (including, but not limited to text, user comments, messages, information, data, graphics, photographs, images, illustrations, animations, software, audio and video, also collectively known as the "Content"). Please note that part of the Services (or special features) may be provided only to Users who subscribe for such Services and Aqua Patch may charge fees for such Services. The Services are provided by Aqua Patch AS IS and Aqua Patch assumes no responsibility for any failure in providing the Services to the Users. Aqua Patch may

change, suspend or discontinue any or all of the Services or any Content for any reason, at any time, including the availability of any feature or part of the Content at its sole discretion. Aqua Patch may also impose limits on all or any of the Services or restrict your access to parts or all of the Services without notice or liability. Aqua Patch may charge fees for the use of the Services or part of them and may include advertisements or other commercial content in any Aqua Patch product or image or webpage including such which have been created by users unless stated otherwise.

#### 4. General Undertakings

You accept sole responsibility for all of your activities using the Website, including your conduct on the site and any and all content you may submit, post or share via the Website. You will not use the Aqua Patch Services for any unauthorized or illegal purpose. You will be responsible for ensuring that you do not violate any laws of your jurisdiction, including but not limited to copyright laws. You will not upload or transmit viruses, worms or any other destructive code.

#### 5. The Aqua Patch Website

The Aqua Patch Website may contain third party content and links to third party websites that are not owned or controlled by Aqua Patch. Aqua Patch has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third party content or websites or any of their contents. In addition, Aqua Patch will not and cannot censor or edit the content of any third-party site. By using the Website, you expressly relieve Aqua Patch from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to be aware when you leave the Aqua Patch Website and to read the terms and conditions, and privacy policy of each other website that you visit.

#### 6. Website Access

A. Aqua Patch hereby grants you permission to use the Website as set forth in these Terms of Use, provided that: (i) you will not alter or modify any part of the Website other than as may be reasonably necessary to use the Website for its intended purpose and/or in a manner allowed by Aqua Patch; and (ii) you will otherwise comply with the terms and conditions of these Terms of Use.

B. In order to access some features of the Website, you will have to create an account. You may never use someone else's account without permission. When creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. You accept sole responsibility for keeping your password secure. You must notify Aqua Patch immediately of any breach of security or unauthorized use of your account. Although Aqua Patch will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Aqua Patch or others due to such unauthorized use.

## 7. Fees and Payment

Some of the Services offered on the Website require payment of fees ("Charged Services"). If you elect to sign up for Charged Services, you shall pay all applicable fees, as described on the Website in connection with such Charged Services selected by you. Aqua Patch reserves the right to change its prices at any time. You authorize Aqua Patch directly or through third parties, to make any inquiries it considers necessary to validate your account and financial information that you provided while signing up for such Services.

All fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties. You agree to pay any such taxes that might be applicable to your use of the Services and payments made by you to Aqua Patch.

If, at any time, you contact your bank or credit card company and decline or otherwise reject the charge of any payable fees, this act will be considered a breach of your obligation hereunder and your use of the Charged Services will be automatically terminated. Your use of the Charged Services will not resume until you re-subscribe for any such Charged Services.

Users purchasing Charged Services shall pay any and all prices and fees due for such Services. All prices and fees are non-refundable unless otherwise expressly noted. Aqua Patch expressly reserves the right to change or modify its prices and fees at any time, and such changes or modifications shall be posted online at the Website and effective immediately without need for further notice to any user.

#### 8. Cancellation & Money Back

YOU ACKNOWLEDGE THAT CERTAIN SERVICES PURCHASED ON OR THROUGH THE WEBSITE MAY BE NON-REFUNDABLE. THE TERMS OF EACH PURCHASED SERVICE ARE INDICATED IN THE WEBSITE AND/OR AS PART OF OR DURING THE PROCESS OF PURCHASING SUCH SERVICES. IT IS YOUR OBLIGATION TO VERIFY YOUR ABILITY TO CANCEL A SERVICE PRIOR TO PURCHASING ANY CHARGED SERVICE. AQUA PATCH WILL NOT REFUND ANY AMOUNTS PAID FOR NON-REFUNDABLE CHARGED SERVICES.

#### 9. Intellectual Property Rights

Aqua Patch Road Materials and the Aqua Patch logo are trademarks of Jalux Americas, Inc. © Copyright 2017 Jalux Americas, Inc. All rights reserved. The Content on the Aqua Patch Website (as defined above) is subject to copyright and other intellectual property rights under local and international laws conventions. To the best of its knowledge, Aqua Patch uses only Content which is allowed and permitted for use by the owner/s of the copyrights and other intellectual property rights therein. Content on the Website is provided to you AS IS only and it may not be used, copied, reproduced, distributed, transmitted, broadcast, displayed, sold, licensed, or otherwise exploited for any other purposes whatsoever without the prior written consent of the respective owners (if such consent is required) (outside of an Aqua Patch document). Aqua Patch reserves all rights not expressly granted in and to the Website and the Content. You agree to not engage in the use, copying, or distribution of any of the Content other than expressly permitted herein, obtained through the Website for any commercial purposes. You agree not to circumvent, disable or otherwise interfere with security related features of the Aqua Patch Website or features that prevent or restrict use or copying of any Content or enforce limitations on use of the Aqua Patch Website or any of the Content therein.

#### 10. Additional Prohibited Uses

In addition to all the above prohibitions, you agree that you will NOT knowingly use the Service, among other things, to:(a) harm minors in any way;(b) impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or an

entity;(c) upload, post, email, transmit, or otherwise make available any content that You do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary, and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);(d) upload, post, email, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;(e) "Spamming" to promote your website or content, or engaging in unethical marketing, advertising, any other practice connected in any way to "spam" including, sending content or emails which do not comply with the CAN-SPAM Act of 2003;(f) upload, post, email, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or(g) intentionally or unintentionally violate, attempt to violate, or avoid any applicable ICANN regulation or policy; You agree to indemnify and hold Aqua Patch harmless from any claims resulting from the use of the Services which damages you or any other party. Aqua Patch reserves the right to investigate you, your business, and/or your owners, officers, directors, managers, and other principals, your sites, and the materials comprising the sites at any time. These investigations will be conducted solely for Aqua Patch benefit, and not for your benefit or that of any third party. If the investigation reveals any information, act, or omission, which in Aqua Patch's sole opinion constitutes a violation of any local, state, federal, or foreign law or regulation, or these Terms of Use, Aqua Patch may immediately shut down the site, and notify you of the action. You agree to waive any cause of action or claim you may have against Aqua Patch for such action.

## 11. Security

You are responsible for maintaining the security of your account, and you are fully responsible for all activities that occur under the account and any other actions taken in connection with the Website. You agree to immediately notify Aqua Patch in writing of any unauthorized uses of your account or any other breaches of security. Aqua Patch cannot and will not be liable for any loss or damage from your failure to comply with this security obligation. You acknowledge and agree that under no circumstances will Aqua Patch be liable, in any way, for any acts or omissions by any Aqua Patch User or other third party, including any damages of any kind incurred as a result of such acts or omissions.

## 12. Warranty Disclaimer & Limitation of Liability

A. YOU AGREE THAT YOUR USE OF THE AQUA PATCH WEBSITE SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AQUA PATCH, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE WEBSITE AND YOUR USE THEREOF. AQUA PATCH MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OR COMPLETENESS OF THE CONTENT ON THE AQUA PATCH WEBSITE OR THE CONTENT OF ANY SITES LINKED TO THE AQUA PATCH WEBSITE.

B. IN NO EVENT SHALL AQUA PATCH, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER RESULTING FROM ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR WEBSITE, (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR OTHER INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM OUR WEBSITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH OUR WEBSITE BY ANY THIRD PARTY, AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE AQUA PATCH WEBSITE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

C. YOU SPECIFICALLY ACKNOWLEDGE THAT AQUA PATCH SHALL NOT BE LIABLE FOR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF HARM OR DAMAGE FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

D. AQUA PATCH DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE AQUA PATCH WEBSITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER

ADVERTISING, AND AQUA PATCH WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

E. AQUA PATCH MAKES NO REPRESENTATIONS THAT THE AQUA PATCH WEBSITE IS APPROPRIATE OR AVAILABLE FOR USE IN ALL LOCATIONS. THOSE WHO ACCESS OR USE THE AQUA PATCH WEBSITE FROM JURISDICTIONS PROHIBITING SUCH USE, DO SO AT THEIR OWN VOLITION AND ARE RESPONSIBLE FOR COMPLIANCE WITH LOCAL LAW.

### 13. Indemnity

You agree to defend, indemnify and hold harmless Aqua Patch, its parent corporation, officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Aqua Patch Website; (ii) your violation of any term of these Terms of Use; or (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right. This defense and indemnification obligation will survive these Terms of Use and your use of the Aqua Patch Website.

### 14. Events Beyond Control

Under no circumstances shall Aqua Patch be held liable for any delay or failure in this Website and/or any of the Services and/or information on the Website directly or indirectly resulting from, arising out of, relating to or in connection with events beyond the reasonable control of Aqua Patch, including, without limitation, internet failures, equipment failures, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, earthquakes, explosions, acts of God, war, terrorism, intergalactic struggles, governmental actions, orders of courts, agencies or tribunals or non-performance of third parties. The provisions of this paragraph are in addition to, and not intended to limit or modify, the limitation of Limitation of Liability section as stipulated above.



#### 15. Assignment

These Terms of Use, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Aqua Patch without restriction or limitations.

#### 16. General

These Terms of Use, together with any other legal notices published by Aqua Patch on the Website, shall constitute the entire agreement between you and Aqua Patch concerning the Aqua Patch Website. If any provision of these Terms of Use is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term, and Aqua Patch's failure to assert any right or provision under these Terms of Use shall not constitute a waiver of such right or provision. **YOU AND AQUA PATCH AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE AQUA PATCH WEBSITE MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS. OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.**

By registering to the Aqua Patch Website and providing your email address, you expressly agree to receive promotional content from Aqua Patch, by mail or email, from time to time. If you provide Aqua Patch with your phone number (at any stage of use of the Services), Aqua Patch shall be entitled to call you or send you promotional SMS notices from time to time. If you wish not to receive such promotional content / notices, you may notify Aqua Patch at any time.

#### 17. Customer Service Contact

To get in touch with our Customer Service - please use any of the options listed below:

1. Send an email message to: [info@aquapatchroadmaterials.com](mailto:info@aquapatchroadmaterials.com)
2. By Phone: 1- 844-869-8873 during normal business hours (Monday - Friday between, 9AM - 5PM PST)
3. Send us a Letter to: Aqua Patch Road Materials, 390 N. Pacific Coast Hwy., Suite 2000, El Segundo, CA 90245