

EROSION SCOUT CUSTOMER TERMS OF SERVICE

Welcome to Erosion Scout, a web platform dedicated to providing you direct access to purchase erosion control materials and products from verified manufacturers.

When used in this Agreement, “we”, “us”, and “Erosion Scout” means Erosion Scout Inc., a corporation incorporated under the laws of Delaware. “You” and “Customer” means any individual or entity that registers to purchase products through the Platform, the business employing such individual, and any of its Affiliates.

Businesses offering products for sale through the Platform are referred to as “Sellers”.

ARTICLE I INTRODUCTION AND ACCEPTANCE

This Terms of Service (the “Agreement”) contains the legally binding terms and conditions that govern your access to and use of the platform as a Customer. By accessing or using our platform, you (on behalf of yourself or the business you represent) agree to be bound by the terms of this Agreement (“Terms”). These Terms govern your access to and use of the platform, services, and any software provided by Erosion Scout Inc. (“Platform”).

These Terms constitute a legally binding agreement between you and Erosion Scout, under the laws of the State of Delaware. By using the Platform, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree with any part of these Terms, you must not access or use the Platform.

Please review these Terms carefully, especially the sections relating to arbitration, which will require you to submit claims you have against us to binding and final arbitration, and limitation of liability, which limits our liability to you.

ARTICLE II ACCOUNT REGISTRATION

1. Registration

To access and utilize the Platform, you must register for an account.

The registration process requires you to provide accurate, current, and complete information as prompted by the registration form, including but not limited to company name, shipping and billing addresses, payment information, email address, tax identification numbers, and any other information deemed necessary by Erosion Scout for order processing, delivery, and compliance with applicable laws and regulations. You agree to promptly update any information that changes. and delivery.

2.2 Privacy

Any information provided must correspond to your business name or to the name of an individual legally authorized to act on behalf of your business. Any personal data you provide to us will be handled in accordance with Erosion Scout’s Privacy Policy.

2.3 No Sharing of Accounts

Upon successful registration, you will be granted a unique account, which is to be used exclusively by you. Sharing of account details with third parties is strictly prohibited and may result in immediate termination of the account.

2.4 Maintaining Confidentiality

You are responsible for maintaining the confidentiality of your account information, including passwords, and for all activities that occur under your account, whether or not authorized by you. In the event of any unauthorized use of your account or any other breach of security, you must immediately notify Erosion Scout in writing. Failure to promptly notify Erosion Scout of any unauthorized use or security breach may result in liability for any resulting damages or losses.

2.5 Suspension / Termination of Accounts

The Platform Provider reserves the right to suspend or terminate accounts immediately and without prior notice, at its sole discretion, that are inactive, violate this Agreement, or if any information provided during the registration process or thereafter proves to be inaccurate, not current, or incomplete. The Platform Provider shall not be liable for any losses or damages resulting from such suspension or termination.

ARTICLE III

LISTING OF GOODS

This clause governs the process and conditions under which you may purchase goods through the Platform. By placing orders on the Platform, you agree to comply with the following terms:

3.1 Order Information

We will provide Order Information to you for each order of your products through the Platform. We will also receive all Sales Proceeds on your behalf for each of these transactions and will have exclusive rights to do so.

3.2 Pricing

The final price you will pay for goods purchased through the Platform will consist of: (1) the base price for the goods, (2) applicable shipping costs to be paid to the Logistics Partner, and (3) all applicable taxes, which will be automatically calculated by the Platform. All prices are displayed in US Dollars unless otherwise specified.

3.3 Price Fluctuations

The feature known as 'Project Scout' allows Customers to compile items into a Project for the purpose of obtaining an estimated cost. Please be advised that the prices of items within a Project are not locked in and are subject to change. Based on changing market conditions, amongst other factors, prices may fluctuate between the time items are added to a Project and the time of actual purchase. The final price at checkout will reflect the current pricing at the time of purchase, including any applicable taxes, fees, and shipping costs.

4. Indemnity

You agree to indemnify and hold harmless Erosion Scout and its directors, officers, employees, agents, and affiliates from any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to your purchase of goods on the Platform.

ARTICLE IV PAYMENTS

4.1 Payment Information

To use the Platform, you must provide us with valid payment information acceptable by Erosion Scout (such as credit card, debit card, or other approved payment methods, which may be modified or

discontinued by us at any time without notice) ("Your Payment Method"). You represent and warrant that you have the legal right to use any payment method(s) you provide.

4.2 Payment Timing

Your payment will be processed immediately upon checkout through your selected Payment Method. Any refunds for order issues, including but not limited to product unavailability or shipping complications, shall be governed exclusively by the applicable Seller's Refund Policy as displayed on the Platform at the time of purchase. Erosion Scout does not guarantee any refunds and bears no responsibility for refund disputes between Customers and Sellers.

4.3 Transaction Limits

As a security measure, we may impose transaction limits on some or all Customers and Sellers. We will not be liable to you: (i) if we do not proceed with a transaction or disbursement that would exceed any limit established by us for a security reason, or (ii) if we permit a Customer to withdraw from a transaction because an Erosion Scout Site or Service is unavailable following the commencement of a transaction.

ARTICLE V SHIPPING & DELIVERY

This Article on Shipping & Delivery clause applies to all goods purchased through the Platform provided by Erosion Scout.

5.1 Shipping & Delivery Terms

All orders placed on the Platform by a Customer shall be subject to shipping and delivery terms as specified at the time of order placement. Erosion Scout does not guarantee delivery times but will make reasonable efforts to ensure goods are delivered within the estimated timelines.

5.2 Logistics Partners

Erosion Scout has established agreements with third-party logistics providers ("Logistics Partners"), including Fura, to facilitate the efficient and reliable delivery of your purchased products from Sellers to your specified delivery address. Logistics Partners are carefully selected based on their ability to meet high standards of service quality, reliability, and compliance with applicable regulations.

5.2 Responsibilities of Logistics Partners

Logistics Partners are responsible for the transportation, handling, and delivery of your products from the point of dispatch to the Customer. They are required to adhere to the agreed-upon shipping and delivery terms and ensure that all goods are delivered to Customers in a timely and secure manner.

5.3 Liability of Logistics Partners

In the event of any loss, damage, or delay in the delivery of goods, the Logistics Partners shall bear the responsibility, and Erosion Scout will assist in addressing any issues that arise. Erosion Scout shall not be held liable for any failure by the Logistics Partners to deliver goods in accordance with the agreed terms.

5.4 Tracking and Monitoring

Erosion Scout, in conjunction with the Logistics Partners, will provide tracking and monitoring services for all shipments. You will be able to access real-time information about the status of your

shipments through a link, which will be provided through email, or through text messages, should you opt in.

5.5 Indemnification

You agree to indemnify and hold harmless Erosion Scout from any claims, damages, or losses arising from the actions or omissions of the Logistics Partners, except to the extent that such claims, damages, or losses are directly attributable to Erosion Scout's gross negligence or willful misconduct.

5.6 Changes to Logistics Partners

Erosion Scout reserves the right to change or modify its Logistics Partners at its sole discretion. Any such changes will be communicated to you in a timely manner, and Erosion Scout will ensure that the new Logistics Partners meet the same standards of service quality and reliability.

5.7 Sellers' Responsibilities

While the Logistics Partners will be responsible for shipping orders, the Seller will be responsible for preparing orders, ensuring that goods are properly packaged and labelled in a manner that prevents damage during transit.

5.8 Shipping Costs

Shipping costs shall be as displayed to you at the time of purchase. You are responsible for all applicable shipping costs, including but not limited to, postage, packaging, and handling fees, which will be clearly shown during checkout and before order confirmation.

5.9 Passing on of Risk

The risk of loss or damage to goods passes to you upon dispatch from the Seller. The Seller is responsible for any loss or damage that occurs prior to dispatch.

ARTICLE VI RETURNS, REFUNDS, & DISPUTES

This Returns, Refunds, and Disputes clause applies to all transactions conducted through the Platform. Erosion Scout provides a marketplace for you to purchase products from Sellers. However, the Platform Provider is not directly involved in the transaction between the Seller and you as the Customer.

6.1 Responsibility for Returns, Refunds, & Disputes

Returns, refunds, or disputes regarding a transaction shall be handled in accordance with the Seller's return policy as specified on the product listing. You must review and agree to the Seller's return policy before making a purchase. All returns must be initiated in accordance with the Seller's specified policy.

6.2 Returns

In the event of a return that complies with the Seller's return policy, you will be eligible for a refund in accordance with that policy. While Erosion Scout may facilitate the refund process from an purely administrative role, the Seller is ultimately responsible for issuing refunds, and Erosion Scout shall not be directly or indirectly responsible for refund payments or related disputes.

6.3 Disputes

In the case of disputes arising from a transaction on the Platform, the Customer and the Seller must first attempt to resolve the matter amicably. If a resolution cannot be reached within 30 days, the dispute shall be resolved in accordance with the dispute resolution mechanism specified in the Seller's

listing. While Erosion Scout may, in its sole discretion, provide mediation services to facilitate dispute resolution, it assumes no obligation to do so and shall not be liable for any outcome of such disputes or mediation efforts.

ARTICLE VII INTELLECTUAL PROPERTY

7.1 Ownership of Intellectual Property

All intellectual property rights in and to the Platform, including but not limited to copyrights, trademarks, patents, trade secrets, and any other proprietary rights, are and shall remain the exclusive property of Erosion Scout. You acknowledge that no title to the intellectual property in the Platform is transferred to the you, and that you does not acquire any rights to the Platform other than the non-exclusive right to use the Platform in accordance with this Agreement.

7.2 License

You grant us a royalty-free, non-exclusive, worldwide right and license to use any content you submit to the Platform, including reviews, comments, and feedback, for the purpose of operating and improving the Platform and its Services. This license includes the right to sublicense such content to our Affiliates.

7.3 Alteration of Trademarks

We will not alter any of Your Trademarks from the form provided by you (except to re-size trademarks to the extent necessary for presentation, so long as the relative proportions of such trademarks remain the same) and will comply with your removal requests as to specific uses of any materials provided (provided you are unable to do so using standard functionality made available to you via the Platform).

7.4 Fair Use

Nothing in this Agreement will prevent or impair our right to use Your Materials without your consent to the extent that such use is allowable without a license from you or your Affiliates under applicable Law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

7.4 Prohibited Use

You agree not to use the Platform in any manner that infringes on the intellectual property rights of Erosion Scout or any third party. This includes, but is not limited to, copying, modifying, distributing, selling, or transmitting any content on the Platform without the prior written consent of Erosion Scout.

7.5 Notification of Infringement

If you believe that your intellectual property rights have been infringed upon by the Platform or by another party posting on the Platform, please notify Erosion Scout immediately. Erosion Scout will investigate the matter and take appropriate action, including but not limited to removing the infringing material from the Platform.

ARTICLE VIII TERM & TERMINATION

8.1 Term

The Term of this Agreement shall start on the date the registration process is completed and your account is activated and shall continue in full force and effect until terminated by Erosion Scout or by you as provided below.

8.2 Termination without Cause

Either party may terminate this Agreement at any time, with or without cause, by providing the other party with thirty (30) days' written notice.

8.3 Termination Due to Breach

The Platform Provider may also terminate this Agreement immediately, without notice, in the event of any material breach by you of the terms and conditions of this Agreement, including, but not limited to violation of intellectual property rights, deceptive fraudulent / illegal activity, or use of the Platform in such a way that it might harm other sellers, customers, or Erosion Scout's legitimate interest.

8.4 Notice of Termination

We will promptly notify you of any such termination or suspension via email or similar means, indicating the reason, as well as any options to remedy a potential breach, except where we have reason to believe that providing this information will hinder the investigation or prevention of deceptive / fraudulent / illegal activity.

8.5 Effect of Termination

Upon termination of this Agreement, you shall immediately cease all use of the Platform. Your right to use the Platform and any related services shall cease immediately upon termination of this Agreement. You will lose access to your purchase history and account information. Erosion Scout reserves the right to delete any content or other data pertaining to your account on the Platform following termination, except as required by applicable law.

Sections of this Agreement that, by their nature, should survive termination, including but not limited to, intellectual property rights, content rights, indemnification obligations, and limitations of liability, shall survive any termination or expiration of this Agreement.

ARTICLE IX REPRESENTATIONS

9.1 Good Standing

Each party represents and warrants that it is a business, it is duly organized, validly existing and in good standing under the Laws of the United States in which the business is registered and that you are registering for the Service(s) within such country.

9.2 Authority

Each Party represents and warrants that it has all requisite right, power, and authority to enter into this Agreement, perform its obligations, and grant the rights, licenses, and authorizations in this Agreement.

9.3 Transparency

Each Party represents and warrants that any information provided or made available by one party to the other Party, or its Affiliates is always accurate, complete, and not misappropriated.

9.4 Sanctions

Each party represents and warrants that it is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

9.5 Compliance with Laws

Each Party represents and warrants it will comply with all applicable laws, regulations, and ordinances in the performance of their duties and the exercise of their rights under this Terms of Service. This includes, but is not limited to, laws pertaining to the regulation of online commerce, data protection, consumer protection, and the export and import of goods and services.

Each Party shall ensure that all activities conducted on or through the Platform, including the posting, sale, and purchase of goods or services, adhere to the relevant legal and regulatory requirements.

9.6 Changes to Laws

In the event of any changes to applicable laws or regulations that may affect either Parties' obligations under this Terms of Service, the Parties agree to promptly modify their practices and the content on the Platform to remain in compliance. Failure to comply with applicable laws and regulations may result in immediate termination of your access to the Platform and other legal or disciplinary actions.

ARTICLE X CONFIDENTIALITY

10.1 Confidentiality

During your use of the Platform and the Services, you may receive Confidential Information. You agree that for the term of the Agreement and 5 years after termination:

- (a) all Confidential Information will remain Erosion Scout's exclusive property;
- (b) you will use Confidential Information only as is reasonably necessary for your participation on the Platform;
- (c) you will not otherwise disclose Confidential Information to any other Person except as required to comply with the Law;
- (d) you will take all reasonable measures to protect the Confidential Information against any use or disclosure that is not expressly permitted in this Agreement; and
- (e) you will retain Confidential Information only for so long as its use is necessary for participation in the Services or to fulfill your statutory obligations (e.g. tax) and in all cases will delete such information upon termination or as soon as no longer required for the fulfillment of statutory obligations.

10.2 Disclosure to Governmental Entities

Section 10.1 does not restrict your right to share Confidential Information with a governmental entity that has jurisdiction over you, provided that you limit the disclosure to the minimum necessary and explicitly indicate the confidential nature of the shared information to the governmental entity.

10.3 Publicity

You may not issue any press release or make any public statement related to the Platform, or use our name, trademarks, or logo, in any way (including in promotional material) without our advance written permission, or misrepresent or embellish the relationship between us in any way.

ARTICLE XI

LIMITATION OF LIABILITY & INDEMNITY

11.1 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EROSION SCOUT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE THE PLATFORM, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF EROSION SCOUT INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

WITHOUT LIMITING THE FOREGOING, EROSION SCOUT'S TOTAL LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF SERVICE OR THE USE OF THE PLATFORM SHALL NOT EXCEED THE AMOUNT OF TRANSACTION FEES PAID BY CUSTOMERS TO EROSION SCOUT INC. IN CONNECTION WITH YOUR TRANSACTIONS OR THIRD PARTY'S TRANSACTIONS DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

YOU ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN EROSION SCOUT AND YOU AND SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11.2 Indemnification

You agree to indemnify, defend, and hold harmless Erosion Scout, its affiliates, officers, directors, employees, agents, licensors, and suppliers (collectively, the "Indemnified Parties") from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Service, any breach of the User's representations and warranties herein, or any activity related to the User's account (including negligent or wrongful conduct) by the User or any other person accessing the Platform using the User's account.

This indemnification obligation will survive the termination of these Terms of Service and the User's use of the Platform.

ARTICLE XII

MISCELLANEOUS

12.1 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law provisions. Subject to the arbitration provisions set forth in Article 12, for any matters not subject to arbitration, the parties hereby irrevocably consent to the exclusive jurisdiction of the state and federal courts located in Delaware.

12.2 Arbitration

In the event of any dispute or claim arising out of or relating to this Agreement or the breach thereof, the Parties agree to resolve such disputes through binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules. The arbitration shall be conducted before a single arbitrator and will take place in a location mutually agreed upon by the parties, or if no agreement can be reached, in the State of Delaware.

12.3 Arbitration Process

The arbitrator shall have the authority to award any relief that would be available in a court of law, including injunctive relief, specific performance, or punitive damages. The decision of the arbitrator shall be final and binding upon the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

12.4 Costs & Fees

Each party shall bear its own costs and expenses of the arbitration, including attorneys' fees, and an equal share of the arbitrator's fees, unless the arbitrator determines that a different allocation is appropriate.

12.5 Individual Proceedings

Each party agrees that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, each party waives any right to a jury trial.

This clause shall not prevent either party from seeking injunctive or other equitable relief from the courts for matters related to data security, intellectual property, or unauthorized access to the Platform.

12.6 Force Majeure.

Erosion Scout will not be liable for any delay or failure to perform any of our obligations under this Agreement due to events beyond our reasonable control, including but not limited to: acts of God, war, terrorism, pandemic, natural disasters, governmental actions, power failures, or internet service provider outages.

12.7 Amendment and Modification

This Terms of Service Agreement (the "Agreement") may be amended or modified by Erosion Scout Inc. (the "Platform Provider") at any time. The Platform Provider will provide at least thirty (30) days' advance notice of any material changes to this Agreement through email notification or prominent notice on the Platform. Any amendments or modifications will become effective at the end of this notice period.

It is your responsibility to review the Agreement periodically for any changes. Continued use of the Platform by you after any such changes shall constitute the User's consent to such changes.

12.8 New Features

Erosion Scout may also, from time to time, offer new services and/or features through the Platform (including, the release of new tools and resources). Such new features and/or services shall also be subject to the terms and conditions of this Agreement.

12.9 Severability

If any provision of this Agreement, or the application thereof to any Person or circumstance, is determined to be invalid, illegal, or unenforceable to any extent, such determination shall not affect or impair the validity, legality, or enforceability of the remaining provisions of this Agreement, or the application of such provisions to Persons or circumstances other than those as to which it is held invalid or unenforceable. Each provision of this Agreement is intended to be severable. If any provision is held to be invalid or unenforceable, it shall be modified to the minimum extent necessary to make it valid and enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest extent permissible the intent and agreements of the parties herein.

12.10 Entire Agreement

This Agreement and the Privacy Policy constitutes the entire agreement between the parties regarding the use of the Platform and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

SCHEDULE A DEFINITIONS

As used in this Agreement, the following terms have the following meanings:

"Affiliate" means, with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with that entity.

"Confidential Information" means information relating to us, to the Services, or Erosion Scout users that is not known to the general public including, but not limited to, any information identifying or unique to specific users; reports, insights, and other information about the Services; data derived from the Services; and technical or operational specifications relating to the Services. Your personal data and transaction history constitute Confidential Information at all times.

"Content" means copyrightable works under applicable Law and content protected by database rights under applicable Law.

"Governing Laws" means the laws of the State of Delaware, United States, together with the Federal Arbitration Act and other applicable federal law.

"Intellectual Property Right" means any patent, copyright, Trademark, domain name, moral right, trade secret right, or any other intellectual property right arising under any Laws and all ancillary and related rights, including all rights of registration and renewal and causes of action for violation, misappropriation or infringement of any of the foregoing.

"Law" means any law, ordinance, rule, regulation, order, license, permit, judgment, decision, or other requirement, now or in the future in effect, of any governmental authority (e.g., on a federal, state, or provincial level, as applicable) of competent jurisdiction.

"Order Information" means, with respect to any products you purchase through the Platform, the order information, shipping information, and transaction details related to your purchases.

"Person" means any individual, corporation, partnership, limited liability company, governmental authority, association, joint venture, division, or other cognizable entity, whether or not having distinct legal existence.

"Service" means any function or activity provided or facilitated by Erosion Scout through the Platform, which includes, but is not limited to, the listing, marketing, sale, and fulfillment of goods, as well as any ancillary services related to these activities, such as customer support, transaction processing, and data management.

"Trademark" means any trademark, service mark, trade dress (including any proprietary "look and feel"), trade name, other proprietary logo or insignia, or any other source or business identifier, protected or protectable under any Laws.

"Your Materials" means all Content, data, materials, and other information provided or made available by you to Erosion Scout or its Affiliates, including but not limited to your account information, shipping addresses, and payment information.

"Your Personnel" means any third party warranting, administering or otherwise involved in the offer, sale, performance, or fulfillment of Your Products, including any of your employees, representatives, agents, contractors, or subcontractors.

"Your Orders" means any products that you have purchased or attempted to purchase through the Platform.

"Your Sales Channels" means all sales channels and other means through which you or any of your Affiliates offers products or services, other than physical stores.

"Your Transaction" means any purchase or attempted purchase of products by you through the Platform.