

Terms of Use

Effective Date: 20/7/2023

Welcome to www.dynamiccompaction.us (the “**Website**”) of Dynamic Compaction Solutions Inc. (“**Dynamic Compaction**”, “**we**”, “**us**” or “**our**”). We provide the Website to you subject to the following Terms and Conditions (“**Terms**”).

Before accessing and using the Website, please read the Terms carefully because it is a legal agreement between Dynamic Compaction and you. You may download a copy of these Terms [here](#).

BY ACCESSING AND USING THE WEBSITE, YOU AFFIRM THAT:

- YOU HAVE READ AND UNDERSTAND THE TERMS;
- YOU WILL COMPLY WITH THE TERMS; AND
- YOU ARE AT LEAST THE AGE OF LEGAL MAJORITY IN YOUR PLACE OF RESIDENCE AND OTHERWISE LEGALLY COMPETENT TO ENTER INTO A LEGAL AGREEMENT.

IMPORTANT NOTE

Please read carefully the sections titled “DISCLAIMER,” and “LIMITATION ON LIABILITY.” These provisions limit Dynamic Compaction’s liability to you and affect how disputes are resolved. For more information regarding how we may collect and process personal information about you please review our [Privacy Policy](#).

1. ACCEPTANCE OF TERMS OF USE

Please carefully read and print the following Terms before use of the Website. By accessing and using the Website, you acknowledge that you have read and understand and agree to be bound by these Terms which form an agreement that is effective as if you had signed it. If at any time you do not agree to these Terms, please do not access or use the Website or any of its Content.

YOUR ACCESS TO, USE OF AND BROWSING OF THE WEBSITE AND ITS CONTENTS IS SUBJECT TO THE TERMS CONTAINED HEREIN AND ALL APPLICABLE LAWS AND REGULATIONS. IF YOU DO NOT AGREE TO THESE TERMS, YOUR PERMISSION TO ACCESS OR USE THE WEBSITE IS AUTOMATICALLY AND IMMEDIATELY REVOKED.

Dynamic Compaction may revise or update the Terms from time to time. You should check the Terms regularly for updates. You can determine when the Terms were last revised by referring to the “Effective Date” at the top of this page. Any changes in the Terms take effect upon posting and only apply to use of the Website after that date. Each time you access, use or browse the Website, you signify your acceptance of the then-current Terms. You consent to receive communications from Dynamic Compaction in an electronic form. You agree that all terms and conditions, agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications would satisfy if they were in writing.

2. ADDITIONAL TERMS

Certain features of the Website may be subject to additional terms (“**Additional Terms**”) presented in conjunction with them. Regardless of how they are presented to you, you must agree to Additional Terms before using the features of the Website to which they apply. Unless otherwise specified in

Additional Terms, all Additional Terms are incorporated into these Terms. If you do not agree to Additional Terms, then you may not use the Website to which they relate. These Terms and Additional Terms apply equally but, if any Additional Term is inconsistent with any provision of the Terms, the Additional Term will prevail for the Website to which the Additional Terms apply.

3. PERMITTED USERS OF THE WEBSITE

In consideration of your use of the Website, you represent that you are of an age to form a legally binding contract and you are not prohibited from receiving services under the laws of the United States or any other applicable jurisdiction.

The Website is directed to persons 18 years of age or older. Dynamic Compaction and the Website do not knowingly collect information from children under age 18. If you are under age 13, you are not permitted to use the Website or to submit any personally identifiable information to the Website. If you provide information to Dynamic Compaction through the Website, you represent that you are 13 years of age or older. If you are between 13 and 17 years of age, when you visit, browse and use the information on the Website, you represent that you have the permission of a parent or guardian to do so and who agrees to these Terms on your behalf; you may post messages, but you may not submit any personal information. If you are a parent or guardian and believe Dynamic Compaction may have inadvertently collected personal information from your child, please notify Dynamic Compaction immediately by sending an email to info@dynamiccompaction.us.

4. ACCEPTABLE USE

The content available through the Website (“**Content**”) is the sole and exclusive property of Dynamic Compaction, its affiliates and/or its licensors. You agree not to reproduce, duplicate, modify, copy, sell, resell or exploit for any commercial purpose, any portion of the Website or Content other than as expressly authorized by Dynamic Compaction in writing. Use of the Website or Content in any way not expressly permitted by these Terms is prohibited, and may be actionable under United States or international law. You agree not to access the Website by any means other than through a standard web browser in any media.

The Website and Content are provided solely for your own information and personal use. You may not publish, modify, distribute, perform, sell, resell, exploit, or create derivative works from any part of the Website or Content unless expressly authorized by Dynamic Compaction in writing. You agree that you will not remove, obscure or modify any acknowledgements, credits or legal, intellectual property or proprietary notices, or any marks or logos contained on the Website or in the Content.

5. LINKED WEBSITE

The Website may contain advertisements, postings and links to websites operated by other parties. The Website provides these advertisements, postings and links as a convenience, and your use of other websites, products or services is at your own risk. The advertisements, postings and linked websites are not under the control of Dynamic Compaction and we are not responsible for third-party content. Such advertisements, postings or links or references to third-party goods or services do not imply endorsement of information, material, products or services of any third party or on any other site. Dynamic Compaction disclaims all liability with regard to your access to and use of such information, material, Website, or transactions with such linked website or third parties. You acknowledge and agree that Dynamic Compaction shall not be responsible or liable, directly or indirectly, for any damage, loss or other claim caused or alleged to be caused by or in connection with, access to, use of or reliance on any content available on or through any other site or resource. YOUR CORRESPONDENCE AND BUSINESS DEALINGS WITH OTHERS FOUND ON OR THROUGH THE WEBSITE AND/OR SERVICES, INCLUDING, WITHOUT LIMITATION, THE PAYMENT AND DELIVERY OF PRODUCTS

AND SERVICES, AND ANY TERMS, CONDITIONS, WARRANTIES AND REPRESENTATIONS ASSOCIATED WITH ANY SUCH DEALINGS, ARE SOLELY BETWEEN YOU AND THE THIRD PARTY. DYNAMIC COMPACTION ENCOURAGES YOU TO REVIEW ALL POLICIES, RULES, TERMS AND REGULATIONS, INCLUDING THE PRIVACY POLICIES AND TERMS OF USE OF EACH AND ANY THIRD-PARTY SITE THAT YOU VISIT.

6. OWNERSHIP OF INTELLECTUAL PROPERTY

You acknowledge and agree that, as between Dynamic Compaction and you, all right, title and interest in and to the Website and Content, including without limitation any patents, copyrights, trademarks, trade secrets, inventions, know how, or any other intellectual property rights, are owned exclusively by Dynamic Compaction, its affiliates, or its licensors, are valid and enforceable, and are protected by United States intellectual property laws and other applicable laws. You agree that you will not modify, decompile, disassemble, reverse engineer or create derivative works of the Website or any portion thereof.

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7. YOUR INDEMNITY OF DYNAMIC COMPACTION

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD DYNAMIC COMPACTION, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, AFFILIATES, LICENSORS, LICENSEES, SERVICE PROVIDERS AND OTHERS ACTING IN CONCERT WITH IT, HARMLESS FROM AND AGAINST ANY LOSS, LIABILITY, CLAIM OR DEMAND, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, MADE BY YOU OR ON YOUR BEHALF OR BY ANY THIRD PARTY DUE TO OR ARISING OUT OF (A) YOUR USE OF OR RELIANCE ON THE WEBSITE OR ANY CONTENT, PRODUCTS, SERVICES OR ACTIVITY, YOUR DEALINGS IN CONNECTION WITH THE WEBSITE, OR YOUR SUBMISSION(S) OR ANY OTHER MATERIALS YOU SUBMIT TO US OR TRANSMIT TO THE WEBSITE; (B) YOUR VIOLATION OF THESE TERMS, ANY APPLICABLE LAWS, OR THE RIGHTS OF DYNAMIC COMPACTION OR ANY THIRD PARTY; AND (C) ANY ACTIVITY RELATED TO YOUR ACCOUNT OR ANY OTHER PERSON ACCESSING THE WEBSITE ON YOUR BEHALF.

8. DISCLAIMER

THE WEBSITE AND CONTENT AND ALL INFORMATION, CONTENT, SERVICES, PRODUCTS AND ACTIVITIES OFFERED, CONTAINED IN OR ADVERTISED ON THE WEBSITE, INCLUDING WITHOUT LIMITATION TEXT, VIDEO, GRAPHICS AND LINKS, ARE PROVIDED ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY LAW, DYNAMIC

COMPACTION AND ITS AFFILIATES, LICENSORS, VENDORS, SUPPLIERS AND RELATED PARTIES (EXCEPT FOR YOU WITH REGARD TO YOUR SUBMISSIONS) DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH INFORMATION, CONTENT, SERVICES, PRODUCTS, ACTIVITIES AND MATERIALS, AND EXPRESSLY DISCLAIM LIABILITY FOR ERRORS OR OMISSIONS IN THE FOREGOING, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SUITABILITY, FREEDOM FROM COMPUTER VIRUS, ACCURACY, RELIABILITY, SAFETY, NON-INTERRUPTION, PERFORMANCE, COURSE OF DEALING OR COURSE OF PERFORMANCE, OR COMPLIANCE WITH APPLICABLE LAW. YOUR USE OF THE WEBSITE AND ANY CONTENT IS ENTIRELY AT YOUR OWN RISK.

Without limiting the foregoing, you are responsible for taking all necessary precautions to insure that any Content or access to the Website is free of viruses or other harmful code.

9. MODIFICATIONS TO THE WEBSITE OR ACTIVITIES

Dynamic Compaction reserves the right at any time and from time to time to modify, suspend or discontinue, temporarily or permanently, the Website, products, services or Activities or any portion thereof, with or without notice. You agree that Dynamic Compaction will not be liable to you or to any third party for any modification, suspension or discontinuance of a Website, product, service or Activity. You should retain copies of your Submissions that you may want to save and not rely on the Website to preserve your Submissions.

10. SUSPENSION AND TERMINATION RIGHTS

Dynamic Compaction reserves the right, at its sole discretion, immediately and without notice, to suspend, discontinue, or terminate your access to the Website, products, services or any part thereof for any reason, including without limitation any breach by you of these Terms. You agree that Dynamic Compaction shall not be liable to you or any third party for any such suspension, discontinuance or termination.

11. LIMITATION ON LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, DYNAMIC COMPACTION AND ITS AFFILIATES, LICENSORS, LICENSEES, SUPPLIERS AND RELATED PARTIES DISCLAIM ALL LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, USE, INABILITY TO USE OR PERFORMANCE OF, OR THE INFORMATION, CONTENT, PRODUCTS, SERVICES, ACTIVITIES OR MATERIALS AVAILABLE FROM OR THROUGH THE WEBSITE. IN NO EVENT SHALL DYNAMIC COMPACTION OR ITS AFFILIATES, LICENSORS, LICENSEES, SUPPLIERS OR RELATED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM (A) THE USE OF OR THE INABILITY TO USE THE WEBSITE, PRODUCTS, SERVICES OR ACTIVITIES, (B) ANY PRODUCTS OR SERVICES PURCHASED OR OBTAINED OR TRANSACTIONS ENTERED INTO THROUGH THE WEBSITE, (C) ANY LOSS OF, UNAUTHORIZED ACCESS TO, OR ALTERATION OF A USER'S TRANSMISSIONS OR DATA, OR (D) PROCUREMENT OF ANY SUBSTITUTE PRODUCTS OR SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLES, EVEN IF DYNAMIC COMPACTION OR ANY OF THOSE ENTITIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR THE EXISTENCE OF ANY LIMITED REMEDY.

Exclusions and Limitations: Because some jurisdictions do not allow limitations on how long an implied warranty lasts, or the exclusion or limitation of liability for consequential or incidental damages, the above limitations may not apply to you. This Limitation of Liability shall be to the maximum extent permitted by applicable law.

12. NOTICE REQUIRED BY CALIFORNIA LAW

Pursuant to California Civil Code Section 1789.3, California residents are entitled to the following specific consumer rights notice:

The name, address and telephone number of the provider of this service is Fort Collins, Colorado. Complaints regarding the service or requests to receive further information regarding use of this service may be sent to the above address or to info@dynamiccompaction.us or (720) 877-1568.

The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 North Market Boulevard, Suite N-112, Sacramento, CA 95834 or by telephone at (916) 445-1254 or (800) 952-5210.

13. GOVERNING LAW

These Terms shall be governed by, and will be construed in accordance with, the laws of the State of Delaware without regard to choice of law principles. You irrevocably agree that the federal and state courts located in or for Delaware are the sole and exclusive forum and venue for any dispute, as the most convenient and appropriate to address any disputes, and you agree to submit to the jurisdiction and venue of such courts. You agree that to the fullest extent permitted by law: (1) no claims by you shall be joined with any other and you agree not to participate in any claim brought by others; (2) YOU HAVE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (3) no claims shall be brought by you more than one (1) year after such claim has accrued; and (4) you have no right or authority for any dispute to be brought in a purported representative capacity on behalf of the general public or any other persons.

The Website is controlled within the state of Delaware and directed to individuals residing in the United States. Those who choose to access the Websites from locations outside the United States do so on their own initiative, and are responsible for compliance with local laws if and to the extent applicable. Dynamic Compaction does not represent that the Website or its Content are appropriate outside the United States. Access to this Website from jurisdictions or territories where the Contents of this Website is illegal or penalized is prohibited. Dynamic Compaction has no obligation to provide access to the Website, products, services or Activities and reserves the right to limit the availability of the Website to any person, geographic area or jurisdiction at any time in its sole discretion.

14. INTERNATIONAL USE

If you are not a United States resident and you are accessing our Website from outside the United States, you agree to transfer certain information outside your home country to us and that you will follow all the laws that apply to you.

Dynamic Compaction's servers and operations are located primarily in the United States and our policies and procedures are based primarily on United States law. Because of this, the following provisions apply specifically to users located outside of the United States: (i) you consent to the transfer, storage, and processing of your information (including Submissions and personal information) to and in the United States and/or other countries; (ii) if you are using the Website from a country embargoed by the United States, or are on the United States Treasury Department's list of "Specially Designated Nationals," you are not authorized to access or use the Website; and (iii) you agree to comply with all

local laws, rules, and regulations including all laws, rules, and regulations in effect in the country in which you reside and the country from which you access the Website. The Website is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation, or which that would subject Dynamic Compaction or its affiliates to any registration requirement within such jurisdiction or country.

15. MISCELLANEOUS

These Terms set forth the entire understanding and agreement between you and Dynamic Compaction with respect to the subject matter hereof. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions shall remain in full force and effect. Headings are for reference only and in no way define, limit, construe or describe the scope or extent of such section. Dynamic Compaction's failure to act with respect to any failure by you or others to comply with these Terms does not waive its right to act with respect to subsequent or similar failures. You may not assign or transfer these Terms or your rights or obligations under these Terms without the prior written consent of Dynamic Compaction, and any assignment or transfer in violation of this provision shall be null and void. Dynamic Compaction may assign, transfer, sublicense or delegate our rights or obligations under these Terms either in whole or in part, at any time, at our sole discretion, and without your consent. There are no third-party beneficiaries to these Terms. No joint venture, partnership, shareholder, employment or agency relationship exists between Dynamic Compaction and you as a result of agreeing to these Terms or your use of the Website, products, services or Activities.

16. CONTACT US

If you have any questions regarding these terms, please contact us at info@dynamiccompaction.us, (720) 877-1568 or Dynamic Compaction, Inc., Attn: Privacy Policy Issues, 25 York Rd, Ingleburn NSW 2565 Australia.