RESTON CONSTRUCTION, LLC

TERMS OF SERVICE

Welcome to the website of Reston Construction, LLC and affiliates ("**Reston**", "**We**," "**Us**," or "**Our**"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "**Terms of Service**"), govern your access to and use of the website located at www.restonconstruction.com, and any other website that links to these Terms of Service, including any content, functionality, services offered on or through the website located at www.restonconstruction.com (the "**Website**").

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS OF SERVICE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

By using the Website, you accept, and agree to be bound and abide by, these Terms of Service and our Privacy Notice. If you do not want to agree to these Terms of Service or the Privacy Notice, you must not access or use the Website.

This Website is offered and available to users who are 18 years of age or older. By using this Website, you represent and warrant that you are of legal age to and have the requisite capacity and authority to form a binding contract with Reston. If you do not meet these requirements, you must not access or use the Website.

1. CHANGES TO THE TERMS OF SERVICE

We may revise and update these Terms of Service from time to time in our sole discretion. All changes are effective immediately when we post them. If you have provided Reston with an email address, we will notify you via email if any changes to these Terms of Service materially affect your rights. Your continued use of the Website following the posting of revised Terms of Service means that you accept and agree to the changes. You are expected to check this page frequently so you are aware of any changes, as they are binding on you.

2. ACCESSING THE WEBSITE

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website.

You are responsible for:

- Making all arrangements necessary for you to have access to the Website; and
- Ensuring that all persons who access the Website through an internet connection which you share are aware of these Terms of Service and comply with them.

You agree that all information you provide to Reston, including, but not limited to, through the use of any interactive features on the Website, is governed by our Privacy Notice, and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

3. INTELLECTUAL PROPERTY RIGHTS & USE OF THIS WEBSITE

The Website and its entire contents, features and functionality (including but not limited to all information, tools, software, text, displays, images, video, audio, colors, background, objects, "look and feel," layout, and the design, selection, and arrangement thereof), are owned by Reston or its licensors and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. All rights reserved. You are responsible for obeying all applicable copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws and these Terms of Service.

These Terms of Service permit you to use the Website for the limited personal purposes for which we provide the Website, namely for the receipt of information relating to our products and services (the "**Purpose**"). You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer or mobile device may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials;
- You may store files that are automatically cached by your Web browser for display enhancement purposes;
- You may print or download one copy of a reasonable number of pages of the Website for internal business purposes relating to the Purpose only and not for further reproduction, publication or distribution; or
- If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for internal business purposes relating to the Purpose, provided you agree to be bound by our end user license agreement for such applications.

You must not access or use any part of the Website or any services or materials available through the Website for any purpose other than the Purpose. Without limiting the generality of the previous stated prohibition, you may not:

- Modify copies of any materials from this Website;
- Use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text;
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this Website; or
- Use the Website or its contents for competitive or benchmarking purposes.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Service, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by us or our licensors. Any use of the Website not expressly permitted by these Terms of Service is a breach of these Terms of Service and may violate copyright, trademark and other laws.

4. TRADEMARKS

The trademarks, service marks, and other designations of origin appearing on the Website, and the logos associated therewith are trademarks of Reston. In addition, the colors, background, objects, "look and feel," layout, and the design, selection, combination and arrangement thereof appearing on the Website constitute the trade dress of Reston. All other trademarks, product names, and company names or logos used in this Website are the property of either their respective owners or Reston, as applicable. No permission or license (whether express or implied) is hereby granted regarding the use

of any such trademarks, trade dress, product or service names, logos or titles, and such use may constitute infringement of the holder's rights.

5. PROHIBITED USES

You may use the Website only for lawful purposes and in accordance with these Terms of Service. Without limiting the generality of the foregoing, you agree not to:

- Use the Website in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the United States or other countries);
- Decompile, reverse engineer, disassemble, rent, lease, loan, sell, sublicense, or create derivative works from the Website or the material contained on it;
- Impersonate or attempt to impersonate Reston, an employee of Reston, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing);
- Use any network monitoring or discovery software to determine the site architecture, including but not limited to the Website's "look and feel," and trade dress or extract information about usage or users;
- Use any robot, spider, or other automatic or manual device or process to monitor or copy the Website, the Website's design, architecture, arrangement, or "look and feel," and trade dress or the material contained on it other than as expressly permitted in these Terms of Service;
- Use any device, software, or routine that interferes with the proper working of the Website.
- Frame the Website or link to a page other than the home page without our express written permission;
- Introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Website.

6. USE OF ANY HYPERLINK

We are not responsible for the content of any other website, including any website through which you may have gained access to our Website or to which you may gain access from our Website. We do not accept any liability in connection with any such websites or links.

Where we provide a hyperlink to a third party's website, we do so because we believe in good faith that such a website contains or may contain material which is relevant to that on our Website. Such a hyperlink does not signify that we have reviewed or approved of the connected third party's website or its contents—indeed in certain instances a hyperlink may connect you to a third party's website containing views contrary to those expressed on our Website or otherwise held by us. We may disable any links at any time without notice in our sole discretion.

7. INFORMATION ABOUT YOU AND YOUR VISITS TO THE WEBSITE

All information we collect on this Website is subject to our Privacy Notice. By using the Website, you consent to all actions taken by us with respect to your information in compliance with the Privacy Notice.

8. CHANGES TO THIS WEBSITE

The information, material, and content provided in the pages of this Website may be changed at any time without notice. Information, material, and content is not necessarily complete or up-to-date. Any of the information, material and content on the Website may be out of date at any given time, and we are under no obligation to update such information, material, or content.

9. DISCLAIMER OF WARRANTIES

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE AND ITS CONTENT AND THE PURCHASE OF ANY GOODS OR SERVICES THROUGH OR ON THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND THE GOODS AND SERVICES AVAILABLE FOR PURCHASE ON AND THROUGH IT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER RESTON NOR ANY PERSON ASSOCIATED WITH RESTON MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER RESTON NOR ANYONE ASSOCIATED WITH RESTON REPRESENTS OR WARRANTS THAT THE WEBSITE OR ITS CONTENT WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ITS CONTENT WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

RESTON HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

10. LIMITATION ON LIABILITY

IN NO EVENT WILL RESTON OR ITS LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, OR ANY GOODS OR SERVICES PURCHASED THROUGH THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless Reston, its licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Service or your use of the Website, including, but not limited to, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Service or your use of any information obtained from the Website.

12. ARBITRATION & CLASS ACTION WAIVER

YOU AND RESTON ARE AGREEING TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.

ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN YOU AND US ARISING FROM OR RELATING IN ANY WAY TO YOUR PURCHASE OF PRODUCTS THROUGH THE WEBSITE, WILL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.

The arbitration will be administered in Kenton County, Kentucky by the American Arbitration Association ("**AAA**") in accordance with the Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by this Section 12 (The AAA Rules are available at www.adr.org/arb_med or by calling the AAA at 1-800-778-7879.) The Federal Arbitration Act will govern the interpretation and enforcement of this Section 12.

The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision, including any unconscionability challenge or any other challenge that the arbitration provision or the agreement is void, voidable, or otherwise invalid. The arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any award of the arbitrator(s) will be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. If you prevail on any claim that affords the prevailing party attorneys' fees, the arbitrator may award reasonable fees to you under the standards for fee shifting provided by law.

You agree to an arbitration on an individual basis. In any dispute, NEITHER YOU NOR RESTON WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS IN COURT OR IN ARBITRATION OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. The arbitral tribunal may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitral tribunal has no power to consider the enforceability of this class arbitration waiver and any challenge to the class arbitration waiver may only be raised in a court of competent jurisdiction.

If any provision of this arbitration agreement is found unenforceable, the unenforceable provision will be severed and the remaining arbitration terms will be enforced.

13. WAIVER AND SEVERABILITY

No waiver of by Reston of any term or condition set forth in these Terms of Service shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Reston to assert a right or provision under these Terms of Service shall not constitute a waiver of such right or provision.

In the event that any or any part of the terms contained in these Terms of Service shall be determined by any competent authority to be invalid, unlawful, or unenforceable to any extent, such terms shall to that extent be severed from the remaining terms which shall continue to be valid and enforceable to the fullest extent permitted by the applicable law.

14. ENTIRE AGREEMENT

The Terms of Service and any documents linked to and/or incorporated herein by reference, including, without limitation, the Privacy Notice, constitute the sole and entire agreement between you and Reston with respect to the Website and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to the Website.

15. GOVERNING LAW

Your use of this Website and downloads from it, and the operation of these Terms of Service, shall be governed in accordance with the laws of the Commonwealth of Kentucky, without regard to conflict of law provisions.

16. CONTACT

Should you have questions or concerns about these Terms of Service or the Website, please contact us via email at info@restonconstruction.com or via telephone at 844-4RESTON.

Effective: September 1, 2024