

# Terms of Service and User Agreement for Quality Concrete Pumps, LLC

## Basic Terms

“User” – Any person interacting with or engaging with the website. Any person seeking to utilize the services provided, listing, or purchasing options.

“Person” – Any individual or business or purported business engaged.

“Provider” – Quality Concrete Pumps, LLC in its capacity to engage in business over the internet, in compliance with all state, federal laws.

## Agreement

### 1. Agreement between User and Provider.

You may use the Services only if you can form a binding contract with Quality Concrete Pumps, LLC (QCP) and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are accepting these Terms and using the Services on behalf of a company, organization, government, or other legal entity, you represent and warrant that you are authorized to do so. You may use the Services only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations.

User agrees to abide by this agreement, its terms, conditions, and avail itself of the legal authority described herein should a disagreement arising from the services provided or activity occurring on the website.

User agrees to engage with Quality Concrete Pumps, LLC and its website or affiliated websites [www.qualityconcretepumps.com](http://www.qualityconcretepumps.com) for the purposes of seeking services, equipment, or information.

### 2. Privacy Policy

Any information that you or other users provide to Provider is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States, Ireland, and/or other countries for storage, processing and use by Provider. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your account, which you may not be able to opt-out from receiving.

User agrees to allow Provider to use information collected in the normal course of business to accomplish goals as directed or permitted by User. This may include sharing of information provided to Provider including; name, address, telephone number, location, or other information not specified.

Provider agrees not to sell information collected to third parties for profit.

### 3. Your Rights

Your rights you retain your rights to any Content you submit, post or display on or through the Services. By submitting, posting or displaying Content on or through the

Services, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed)

You are responsible for your use of the Services, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and our third party partners. You understand that your Content may be syndicated, broadcast, distributed, or published by our partners and if you do not have the right to submit Content for such use, it may subject you to liability. Provider will not be responsible or liable for any use of your Content by Provider in accordance with these Terms. You represent and warrant that you have all the rights, power and authority necessary to grant the rights granted herein to any Content that you submit

#### 4. Provider's Rights

Provider retains the right to collect fees for services rendered. These fees are provided a la carte and prices may be retained for specific services however fees for listing and selling a machine are contained below;

**Broker's Fee:** Quality Concrete Pumps, LLC (QCP) as a broker retains a right to collect a fee for listing your machine on our website.

**Amount:** The fee for listing and providing a buyer's contact information to User is \$5,000.00 minimum, however for machines of value in excess of \$200,000.00 the fee can be greater but is not to exceed \$10,000.00

User is contractually obligated to pay QCP if QCP provides a name, number, to Seller and the sale of Equipment arises from the exchange of information whether it be directly with the person's contact information provided or a person who is provided by the contact information provided.

#### 5. Disclaimer's and Waiver's

Please read carefully; Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

##### A. The Services are Available "AS-IS"

Your access to and use of the Services or any Content are at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, to the maximum extent permitted under applicable law, THE PROVIDER ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

The Provider Entities make no warranty or representation and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services or any Content; (ii) any harm to your computer system, loss of

data, or other harm that results from your access to or use of the Services or any Content; (iii) the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Services; and (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Provider Entities or through the Services, will create any warranty or representation not expressly made herein.

## B. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PROVIDER ENTITIES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICES, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; OR (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF THE PROVIDER ENTITIES EXCEED THE GREATER OF ONE HUNDRED U.S. DOLLARS (U.S. \$100.00) OR THE AMOUNT YOU PAID PROVIDER, IF ANY, IN THE PAST SIX MONTHS FOR THE SERVICES GIVING RISE TO THE CLAIM. THE LIMITATIONS OF THIS SUBSECTION SHALL APPLY TO ANY THEORY OF LIABILITY, WHETHER BASED ON WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT THE PROVIDER ENTITIES HAVE BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

## 6. General Terms

A. Waiver and Severability The failure of Provider to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect.

B. Controlling Law and Jurisdiction These Terms and any action related thereto will be governed by the laws of the State of Florida without regard to or application of its conflict of law provisions or your state or country of residence. All claims, legal proceedings or litigation arising in connection with the Services will be brought solely in the federal or state courts located in Martin County, Florida, United States, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum. If you are a federal, state, or local government entity in the United States using the Services in your official capacity and legally unable to accept the controlling law, jurisdiction or venue clauses above, then those clauses do not apply to you. For such U.S. federal government entities, these Terms and any action related

thereto will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of California (excluding choice of law).

C. Entire Agreement These Terms, including the Provider Rules for the Provider Services, and our Privacy Policy are the entire and exclusive agreement between Provider and you regarding the Services (excluding any services for which you have a separate agreement with Provider that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between Provider and you regarding the Services. Other than members of the group of companies of which Provider is the parent, no other person or company will be third party beneficiaries to the Terms. We may revise these Terms from time to time, the most current version will always be at [qualityconcretepumpsll.com/tos](http://qualityconcretepumpsll.com/tos). If the revision, in our sole discretion, is material we will notify you via an email update to the email associated with your account. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms. If you live in the United States, or Abroad these Terms are an agreement between you and Provider.

D. Links To Other Web Sites, Our Service may contain links to third party web sites or services that are not owned or controlled by Provider.

Provider has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

E. Copyright Policy, We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights (“Infringement”) of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to [qualityconcretepumpsllc@gmail.com](mailto:qualityconcretepumpsllc@gmail.com), with the subject line: “Copyright Infringement” and include in your claim a detailed description of the alleged Infringement as detailed in our “DMCA Notice and Procedure for Copyright Infringement Claims” section.

D. DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright’s interest;

- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Service where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a 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;
- 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.

You can contact our Copyright Agent via email at [qualityconcretepumpsllc@gmail.com](mailto:qualityconcretepumpsllc@gmail.com)