

Terms of Use

Effective Date: October 6, 2022

These Terms of Use (“**Terms**”) govern your access to and use of our website (“**Site**”) made available to you by Keystone Experts and Engineers (“**Keystone**”, “**we**”, “**us**”, or “**our**”).

BY ACCESSING OR USING THE SITE, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, DO NOT ACCESS OR USE THE SITE.

We may modify these Terms at any time. All changes will be effective immediately upon posting to the Site. Material changes will be conspicuously posted on the Site or otherwise communicated to you. By using the Site after changes are posted, you agree to those changes.

1. **Privacy Policy.** We may collect certain information about you and about your use of the Site as described in our [Privacy Policy](#), which is incorporated into these Terms. The Privacy Policy describes our information collection, use, and sharing practices. If you do not agree to our collection, use or disclosure of your Personal Information (as defined in our Privacy Policy) as set forth in the Privacy Policy, do not access or use the Site or send us Personal Information. In the event of conflict between these Terms and the Privacy Policy, the Privacy Policy shall control.
2. **Content.** The Site, including its text, audio, video, graphics, photographs, interfaces, icons, software, computer code, data, trademarks, logos, slogans, documentation, other components and content, and the design, selection, and arrangement of content, and all intellectual property rights in the foregoing (collectively, the “**Content**”) are exclusively the property of Keystone or, as applicable, its vendors or licensors. Except for the rights expressly granted to you in the next section, Keystone reserves all other rights in and to the Site and Content, including all intellectual property rights.
3. **Use Rights.** You may only use the Site and Content for your personal, non-exclusive use in the United States, so long as you comply with these Terms, the [Privacy Policy](#), all other terms posted throughout the Site as applicable to you (if any), and all applicable laws. You may only use the Site and the Content for their intended purposes for which they are made available to you by Keystone.
4. **Use of Marks.** Keystone owns certain trademarks, names, logos, insignia, and service marks (“**Marks**”). You do not have the right to use any Marks except as expressly agreed to in writing by Keystone. In addition, the Site may contain third-party marks and third-party copyrighted materials, which are the property of their respective owners. Nothing in these Terms grants to you any rights in or to those third-party marks or materials without such third-party’s consent.
5. **Intellectual Property Rights.** The Site and Content are protected by copyright, trademark, and other intellectual property laws. Any unauthorized use of any trademarks, trade dress, copyrighted materials, or any other intellectual property belonging to Keystone or any third party is strictly prohibited and may be prosecuted to the fullest extent of the law.

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6. **Career and Internship Opportunities.** You can apply for career and internship opportunities on our Site. Do not submit or provide any information for any person other than yourself when inquiring about such opportunities. You represent that all information you provide is current,

accurate, and complete. Your inquiry or submission of a job application does not require Keystone to review such submitted information or materials or consider you for employment.

7. **Compliance with Laws.** In connection with your access to and use of the Site, you are responsible for complying with all applicable laws, regulations, and rules of all relevant jurisdictions, including all applicable rules regarding online conduct.
8. **Children's Information.** The Site is not directed at children under the age of thirteen (13) years old. If you are under thirteen (13) years old, you must immediately stop using these Site. If you believe that your child has provided us with their Personal Information, please provide us with the relevant information (e.g., what information was provided, when, etc.), and we will make commercially reasonable efforts to delete such Personal Information from our records.
9. **Viruses.** You must use up-to-date, commercially standard, anti-virus software on any computer or device used by you to access the Site. **WE ARE NOT LIABLE FOR ANY VIRUS YOU MIGHT RECEIVE FROM OUR SITE OR LINKS ON OUR SITE, AND YOU ACCESS OUR SITE AT YOUR SOLE RISK.**

10. Restrictions on Your Use of the Site.

- a. You will not copy, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, decompile, or create derivative works of the Site or Content without Keystone's prior written consent.
- b. You will not use the Site for unlawful purposes.
- c. You will not submit inaccurate, incomplete, or out-of-date information via the Site, commit fraud or falsify information in connection with your use of the Site.
- d. You will not engage in data mining or similar data gathering or extraction activities from the Site. You will not use the Site to harvest email addresses, names, or other information of the users of the Site or to spam other users of the Site.
- e. You will not access, use, or copy any portion of the Site or Content, through the use of indexing agents, spiders, scrapers, bots, web crawlers, deep-link, or other automated devices or mechanisms.
- f. You will not use the Site to post, transmit, input, upload, or otherwise provide any information or material that contains any viruses, worms, Trojan horses, malware, ransomware, adware, or other harmful computer code that may disable, damage, impair, or otherwise interfere with the Site, the servers used to make the Site available, or any other network, computers, hardware, software or systems.
- g. You will not engage in activities that aim to render the Site or associated services inoperable or to make their use more difficult.
- h. You may not frame, mirror, or circumvent the navigational structure of any part of the Site.
- i. You may not upload, distribute, transmit, or post anything to or through the Site that: (i) is fraudulent, libelous, obscene, pornographic, indecent, violent, offensive, hate speech, harassing, threatening, defamatory, harms another person, or the like; (ii) invades the

privacy of another or includes the confidential or proprietary information of another; or (iii) is protected by intellectual property rights without the express prior written consent of the owner of such intellectual property rights.

- j. You may not engage in any conduct while using the Site that Keystone considers inappropriate, unauthorized, or contrary to the intended purpose of the Site.

We reserve the right to prohibit access, use, conduct, communications, or content that we, in our sole discretion, deem to be harmful to the Site, the Content, us, our mission, or any other person or entity, or that violates these Terms and/or applicable law.

11. Feedback. If you submit comments or feedback to us regarding the Site or its Content, or any other comments, questions, requests, content or information that is not Personal Information (“**Feedback**”), we may use any comments and feedback that you send us in our discretion and without attribution or compensation to you.

12. Submissions. The Site may have features that let you submit content or communicate with Keystone, such as email, participating in chats, and uploading files. Any questions, comments, suggestions, ideas, plans, notes, drawings, images, photographs, pictures, information and other materials you submit via the Site are referred to here as “**Submissions**”. You agree to only post, upload submit, or request, Submissions that are appropriate and related to the purpose of the Site. You represent that you own or control all of the rights necessary to grant the licenses and sublicenses to your Submission as described in these Terms. By posting Submissions that contain images, photographs, pictures or that may otherwise be graphical in whole or in part (“**Images**”), you represent that each person depicted in any Image, if any, has provided consent to the distribution, public display and reproduction of any Image. You are fully responsible for any damage or harm resulting from your Submissions, and we assume no liability for Submissions posted or submitted by you.

13. Rights in Submissions. For any Submission you post, upload, submit or request via the Site, you grant Keystone a non-exclusive, royalty-free, perpetual, irrevocable, and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, transmit, create derivative works from, distribute, disclose and publicly display and perform your Submission for commercial purposes throughout the world in any media now known or hereafter developed. You agree that you have no recourse against Keystone for anyone’s infringement, misuse or violation of any right you may have in your Submissions, and you irrevocably waive any “moral rights” in your Submissions. You also acknowledge that we assume no responsibility for the deletion of, or failure to store or otherwise provide access to Submissions submitted by you or others. No compensation will be paid with respect to the use of your Submission as provided in these Terms. By submitting your email address in connection with your Submission, you agree that Keystone may use your email address or phone number to contact you about the status of your Submission and other administrative purposes.

14. Our Posts on Social Media. Links to Keystone’s social media pages (e.g., LinkedIn) are included on the Site (“**Social Media Pages**”). Because anyone may post or tag on Social Media Pages, posts do not necessarily reflect Keystone’s views. We reserve the right to remove anything from our Social Media Pages, in our sole discretion. We may also take steps to block users from access to our Social Media Pages who violate these Terms. If we follow, like, favorite, share, or re-post an individual’s content on our Social Media Pages, that is not an endorsement of that third party or any service or company they represent.

15. Your Posts on Social Media. We may or may not review content you and other third parties post on our Social Media Pages. We may remove anything that we deem offensive, inappropriate or inconsistent with the vision of Keystone posted on our Social Media Pages. We may work with third-party service providers of the Social Media Pages to block users who are being offensive, abusive, disruptive or otherwise violating these Terms or applicable laws. We will treat all information posted to our Social Media pages as non-confidential.

16. NO WARRANTY. THE SITE AND CONTENT ARE PROVIDED “AS IS,” “AS AVAILABLE,” AND WITHOUT ANY REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, KEYSTONE EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, COVENANTS OR CONDITIONS OF ANY KIND WITH RESPECT TO THE SITE AND CONTENT, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES OR CONDITIONS ARISING FROM STATUTE, SUCH AS COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE IN TRADE.

KEYSTONE MAKES COMMERCIALY REASONABLE EFFORTS TO ENSURE THAT ALL CONTENT ON THE SITE IS ACCURATE AND RELIABLE, BUT NEITHER ACCURACY NOR RELIABILITY ARE GUARANTEED. KEYSTONE DOES NOT WARRANT OR GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE SITE OR CONTENT. KEYSTONE DOES NOT WARRANT OR GUARANTEE THAT THE SITE OR CONTENT WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS IN THE SITE OR CONTENT WILL BE CORRECTED, OR THAT THE SITE OR THE SERVERS THAT MAKE THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS.

THE LAWS OF CERTAIN JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, WE DO NOT WARRANT OR ENDORSE ANY THIRD-PARTY CONTENT.

17. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL KEYSTONE OR ITS DIRECTORS, OFFICERS, OWNERS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES, CONSULTANTS, AGENTS, SUPPLIERS, ATTORNEYS OR LICENSORS, OR ITS OR THEIR SUCCESSORS AND ASSIGNS (TOGETHER, “KEYSTONE PARTY(IES)”) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT, REGARDLESS OF THE FORM OF ACTION, WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF AN KEYSTONE PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE.

YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE SITE OR CONTENT.

WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL THE AGGREGATE LIABILITY OF THE KEYSTONE PARTIES ARISING OUT OF OR IN CONNECTION WITH THE SITE OR CONTENT, OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SITE OR CONTENT EXCEED \$100 U.S.D., EVEN IF ANY REMEDY PROVIDED FAILS OF ITS ESSENTIAL PURPOSE.

THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

18. INDEMNIFICATION. YOU SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE KEYSTONE PARTIES FROM AND AGAINST ALL LOSSES, CLAIMS, LIABILITIES, DEMANDS, COMPLAINTS, ACTIONS, DAMAGES, JUDGMENTS, SETTLEMENTS, FINES, PENALTIES, EXPENSES, AND COSTS (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES AND OTHER LEGAL FEES) THAT ARISE OUT OF OR IN CONNECTION WITH (A) YOUR VIOLATION OF APPLICABLE LAWS, (B) YOUR MISUSE OF THE SITE OR ANY CONTENT, (C) YOUR BREACH OF THESE TERMS OR ANY OTHER TERMS ON THE SITE; AND (D) YOUR INFRINGEMENT OR MISAPPROPRIATION OF KEYSTONE'S OR ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. WE RESERVE, AND YOU GRANT TO US, THE EXCLUSIVE RIGHT TO ASSUME THE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU (SUBJECT TO YOUR CONTINUING INDEMNIFICATION OBLIGATIONS HEREIN).

19. Third-Party Websites and Content. The Site may link to, or be linked to, websites not maintained or controlled by Keystone. Those links are provided as a convenience to the visitors of our Site. Keystone is not responsible for examining or evaluating the content or accuracy of third-party websites linked through the Site. Keystone does not warrant or endorse any third-party website or any products or services made available through those websites. When leaving the Site, it is the terms and privacy policy of that third party that govern your use of the third-party site (and such third-party's use of your Personal Information), not these Terms.

The Site may also contain certain third-party Content. We provide third-party content for your convenience, not as an endorsement. The presence of third-party Content does not mean that Keystone has reviewed the third-party Content or that there is any association between Keystone and any third party. You access third-party Content at your sole risk. Keystone has no responsibility for any third-party Content. Nothing in these Terms grants you any rights to any third-party Content.

20. Linking to the Site. You are prohibited from linking to this Site on your website or elsewhere without the prior express written consent of Keystone. If Keystone grants you a right to link to this Site, certain terms may apply, and Keystone reserves the right to revoke such consent at any time. You are responsible for any costs incurred by Keystone in enforcing its rights under this Section.

21. Use in the United States. The Site is intended for use in the United States only. We do not guarantee that use of the Site will be available or permitted in any location other than the United

States. If you choose to access the Site from a location other than the United States, you do so at your own risk.

THE EXISTENCE OF THIS SITE OR ANY CONTENT SHALL NOT BE CONSTRUED AS KEYSTONE OR THE KEYSTONE PARTIES OFFERING SUCH SITE OR CONTENT TO PERSONS IN JURISDICTIONS WHERE THE PROVISION OF SUCH SITE OR CONTENT IS PROHIBITED BY LAW.

- 22. Termination.** If you violate applicable laws or these Terms, you are immediately prohibited from further use of the Site or Content, and we may restrict your access to the Site or Content. Keystone may suspend or terminate the Site or any Content, in whole or in part, at any time in its sole discretion for any reason. Keystone shall not be liable to you or anyone else for any damages arising from or related to Keystone's suspension or termination of your access to the Site or the Content, or in the event Keystone modifies, discontinues or restricts the availability of the Site or the Content (in whole or in part).
- 23. Site Unavailability.** Without limiting the generality of the previous section, the Site or Content may be unavailable or limited for various reasons, and we shall not be liable to you for any such unavailability, including without limitation (a) hardware, software, server, network, or telecommunications failures, (b) severe weather, war, riot, act of God, fire, earthquake, strike, labor shortage, pandemic, quarantine (or similar orders), COVID-19, etc., (c) regulatory restrictions and other acts of government, (d) interruptions due to utility and power companies, and (e) interruptions due to hacking or other malicious intrusion.
- 24. Cooperation with Law Enforcement.** Keystone will cooperate with law enforcement if you are suspected of having violated applicable laws. **YOU WAIVE AND HOLD KEYSTONE AND THE KEYSTONE PARTIES HARMLESS FOR ANY COOPERATION WITH, OR DISCLOSURE OF YOUR INFORMATION TO, LAW ENFORCEMENT RELATING TO YOUR SUSPECTED VIOLATION OF APPLICABLE LAWS.**
- 25. Governing Law.** Unless otherwise required by applicable law, these Terms, and your access to and use of the Site, are governed by the laws of the State of Colorado, without regards to its conflict of laws principles. Unless otherwise required by applicable law, venue is exclusively in the state or federal courts, as applicable, located in Colorado. The parties expressly agree to the exclusive jurisdiction and venue of those courts. Any cause of action or other claim brought by you with respect to the Site or Content must be commenced within one (1) year after the cause of action or claim arises.
- 26. Terms Applicable to New Jersey Customers.** No provision in these Terms shall apply to any consumer in New Jersey if the provision limits remedies for (i) negligence, (ii) products liability claims, (iii) the punitive damages laws, (iv) the New Jersey Uniform Commercial Code, or (v) failure to reasonably protect against harm arising from certain criminal acts of third parties (e.g., computer hacking and identity theft). The provisions of these Terms concerning the exclusion or limitation of certain damages are not applicable in New Jersey with respect to statutory damages, punitive damages, loss of data, and loss of or damage to property. Keystone reserves all rights, defenses, and permissible limitations under the laws of New Jersey and under the laws of your state of residence.
- 27. Assignment.** We may assign our rights and delegate our duties under these Terms at any time to any party without notice to you. You may not assign your rights or delegate your duties under

these Terms without our prior written consent and any such assignment is void. These Terms inure to the benefit of Keystone's successors and assigns.

- 28. Entire Agreement.** These Terms, the [Privacy Policy](#), and any terms posted throughout the Site (if any) are the entire agreement between you and Keystone with respect to your access to and use of the Site and its Content. In the event of a conflict between these Terms and our [Privacy Policy](#), our [Privacy Policy](#) will control.
- 29. Waiver.** Keystone's failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Keystone.
- 30. Severability.** If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms.
- 31. Electronic Communications.** These Terms and any other documentation, agreements, notices, or communications between you and Keystone may be provided to you electronically to the extent permissible by law. Please print or otherwise save a copy of all documentation, agreements, notices, and other communications for your reference.
- 32. Contact Us.** Please direct any questions and concerns regarding these Terms to us at:

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