

Eco-Site, LLC

Terms of Service

Overview

Welcome to Eco-Site. Eco-Site is a developer of wireless communication and tower sites and infrastructure and provides this website so that you can learn more about our services, including available and potential development sites. You should read and understand these Terms of Service, along with our Privacy Policy, as they govern your use of our Site.

These Terms, with our Privacy Policy, are also a resource for you to get a deeper understanding of your obligations and rights with respect to our Site, including how we use information and data we collect from you. We may modify these Terms from time to time as we deem appropriate, so you should check back in frequently to confirm the terms upon which you may use the Site. We will notify you of any modifications to these Terms by posting them on the Site and your use of the Site after the effective date of the updated Terms constitutes your agreement to the updated Terms.

The terms "Company", "we", "us" "our" and similar terms refer to Eco-Site, LLC. The terms "you," "your," "User" and similar terms refer to visitors to and users of our Site. The term "Site" refers to our website at www.eco-site.com or sitelocator.eco-site.com or such other website(s) or mobile applications designated by us. The term "Property Database" refers to our proprietary database of available and potentially available properties and locations for personal wireless service facilities in multiple regions and metropolitan areas, including our filtering methods, and available and potentially available personal wireless service facility assets. "Terms" or "Agreement" refers to these Terms of Service, as may be amended from time to time by us. Other capitalized terms may be defined below in these Terms.

Acceptance of Terms of Service

These Terms, which include our Privacy Policy, are a binding legal agreement and govern your use of the Site, including all features and functionalities, applications, updates, notifications and our user interfaces, and all content and software associated therewith. By clicking on the "Accept" button during the registration to use the Property Database or by downloading, using, visiting, or browsing the Site, you accept and agree to be bound by these Terms as amended from time to time. If you do not agree to these Terms, you are not authorized to use, and you should not use, the Site. If you are registering for, accessing or using the Site or Property Database on behalf of or for a company or other entity, you represent and warrant that you have the authority to bind such entity to these Terms.

The Site is intended only for users aged 18 and over. By registering for or using the Site, you warrant that you are at least 18 years old.

Use of the Site

Registration. In order to browse the Site, you are required to provide limited personal and company information; and your use of the Site is still governed by these Terms and our Privacy Policy. If you wish to access and search our proprietary database of available and potential development properties and personal wireless service facility assets ("Property Database"), you must register with, and your registration must be accepted by, the Company. All terms and obligations relating to use of the Site set forth in these Terms apply to your use of the Property Database; however, see also the additional terms and obligations related to your use of the Property Database below. In order to register you will need to provide to us certain basic information such as your company, your legal name, email address and other contact and professional information. You agree that all information you provide to us will be complete, true and correct and that you will keep it up-to-date. *During the registration process, you will choose a user name*

and password for your use of the Site, or be assigned a user name and temporary password. You will be responsible for securing your user name and password and for all use of the Site using your email address or password. You agree that you will not disclose, trade or transfer, with or without payment, your password. You will be solely liable for any use of the Site under your account and password. You agree to notify us promptly of any unauthorized use or disclosure of your password.

You agree that we may verify your registration information and that we may accept or deny registration by you for any reason. We reserve the right to suspend or terminate your account and use of the Site if we believe any information you have provided during the registration process is inaccurate or incorrect or for any other reason in our sole discretion.

Basic use of the Site and our Property Database is offered free of charge at this time. However, we reserve the right to establish fees for use of the Site or for access to our Property Database, or to establish limits for such use or access at any time or to charge additional fees for premium services, data access or additional functionality.

User Obligations. Your use of the Site shall be solely for your own personal and internal business use in connection with your interest in a business relationship with the Company. You will comply with all applicable laws in connection with your use of the Site. You will not attempt to circumnavigate or violate any security feature of the Site, including accessing any Site features, information or data for which you do not have permission or other content or information not intended for you. All Users are responsible for their own use of the Site.

Property Database

Upon acceptance of your registration and permission from us to access and use the Property Database, you may have access to and search our Property Database. Our Property Database contains available and potentially available personal wireless service facility assets, thousands of available real estate parcels and locations for personal wireless service facilities, as well as other locations we have identified as potentially suitable for personal wireless service facilities. Your use of the Property Database is governed by these Terms and for your own internal business purposes for evaluating available sites and your interest in working with us to develop such sites for your personal wireless service facility use. Further, you agree that you will not:

- use the Property Database or any information disclosed on or discovered through the Property Database ("Property Data") other than to explore your interest in such properties and in working with the Company in respect to such properties;
- use the Property Database or any Property Data to circumvent the Company or its services, including to identify or contact the owners, lessors, operators or any third party regarding use, leasing, purchasing, developing or acquiring any economic or other interest in or to the property;
- use the Property Database or any Property Data in any competitive, or otherwise detrimental, manner against the Company;
- use any automated means, including any spiders, robots, crawlers, data mining tools or similar tools or technologies or methods, to access, search, download or otherwise use the Property Database;
- collect, store or analyze any Property Data or the Property Database in order to discover information regarding the Company's competitive position or portfolio;
- download aggregate Property Data, including for the purposes of circumventing or competing with the Company;
- interfere with, or attempt to interfere with, the normal operations of the database or any other user's use of the database, including by overloading, flooding, spamming or crashing the site or its underlying systems;
- seek to monetize the Site or Property Database, including individual or aggregate Property Data;

- expose Company to any civil or criminal liability; or
- use the Property Database or any Property Data for any unlawful purpose or violate any applicable law or encourage conduct that would constitute a criminal offense.

Nothing herein or our acceptance of your registration constitutes or shall be deemed to obligate the Company to enter into any business relationship or agreement with you in connection with any of our properties, services or otherwise. You understand and agree that the Company has no responsibility or liability for any deletion, error or failure to store any of your search parameters, requirements or results.

Disclaimers

THE SITE AND PROPERTY DATABASE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE HEREBY DISCLAIM, AND YOU ACCEPT SUCH DISCLAIMER OF, ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SITE OR THE PROPERTY DATABASE, INCLUDING ANY OF THE INFORMATION OR DATA CONTAINED THEREIN, INCLUDING ANY PROPERTY DATA OR THE COMPLETENESS, ACCURACY OR TIMELINESS OF ANY OF THE FOREGOING. WE MAKE NO REPRESENTATIONS OR WARRANTIES THAT ACCESS TO THE SITE OR PROPERTY DATABASE WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ANY OF THE PROPERTIES IN THE PROPERTY DATABASE ARE AVAILABLE, ACCESSIBLE, QUALIFIED OR MEET YOUR SPECIFIC NEEDS OR WITH RESPECT TO THE ROBUSTNESS OR SECURITY OF THE SITE. INCLUSION OF ANY SITE OR PROPERTY IN OUR PROPERTY DATABASE DOES NOT CONSTITUTE A RECOMMENDATION OR ENDORSEMENT OF SUCH SITE OR PROPERTY. YOU ACKNOWLEDGE AND AGREE THAT ANY USE OF THE SITE, PROPERTY DATABASE OR ANY PROPERTY DATA IS ENTIRELY AT YOUR DISCRETION AND RISK. IF YOU ARE DISSATISFIED WITH THE SITE OR PROPERTY DATABASE, OR DISCOVER ANY ERRORS IN THE PROPERTY DATA, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE AND PROPERTY DATABASE.

Privacy

Any personally identifying information submitted through the Site, including registration data, is subject to our Privacy Policy, the terms of which are incorporated herein. Please review our Privacy Policy to understand our practices. The date of any changes to our Privacy Policy will be noted at the bottom of the policy. We may use your personal information as described in the Privacy Policy. Additionally, we may send you notifications about new Site features, Property Data, special offers, promotional announcements and customer surveys via email, notifications within the Site, text message or other methods. By using the Site or Property Database, you consent to receiving electronic communications from us regarding the Site, Property Database and our services.

Intellectual Property

Ownership. The Site and Property Database, including all content, graphics, maps, mapping data, audio, video, pictures, trademarks, Site marks, logos and other material on the Site and Property Database, and its underlying software (the "Software"), algorithms, databases, look and feel and arrangement, are the intellectual property of Company, subject to copyright and other intellectual property protections. The ECO-SITE mark and logo are the trademarks of Company. All rights in and to the Site, Property Database and the Software not expressly granted herein are reserved by us. We grant you and you accept a non-exclusive, non-transferable, revocable license to use the Software solely for your own use of the Site and in accordance with these Terms.

Restrictions. You may not use any information provided on or through the Site, including Property Data, for any commercial purpose other than as set forth above, including by aggregating, selling, buying, distributing, reposting or licensing any information or materials, including Property Data, you may obtain through use of the Site. You may not copy, republish, mirror, transmit, perform, license, sell, distribute or provide access, including by framing, to any part of the Site, Property Database or Property Data for any commercial or other purpose or other than as expressly permitted herein. You may not alter, modify or create derivative works of the Software, Property Database or Site and shall not access or attempt to access, reverse engineer, decompile or otherwise discover the source code of the Software. You will not aggregate Property Data or other content available on or through the Site and you will not use or access the Site or Property Database in order to develop any competing database or Site, to conduct benchmarking tests or analysis or to compete with the Company in any manner.

Site Feedback

Feedback We may from time to time request our users to evaluate, assess or provide feedback regarding the Site or Property Database or proposed improvements or new functions for the Site or Property Database. You agree that Company will own the results of any such evaluations and feedback and may use such results in its sole discretion. Any improvements, new features, or new Sites or databases that may be created or developed by Company based on user evaluations or any feedback or suggestions from you will be exclusively owned by Company without right of any user to consideration or attribution.

Maintenance of the Site; Changes

We reserve the right to issue corrections or modifications or upgraded versions of the Site and Software at any time in our discretion. From time to time and with or without notice, the Site may be unavailable so that we may perform ongoing, scheduled or emergency corrections or upgrades. We may also establish additional rules, limits or policies regarding the Site and you agree that your compliance with such rules, limits or policies shall be a condition of your continued use of the Site, or the applicable function.

Termination

We may at any time cease to continue operating part or all or selectively disable certain aspects of the Site or remove properties from the Property Database. You may cease using the Site at any time. We may terminate your use of the Site if you violate these Terms with or without prior notice to you.

LIMITATION ON LIABILITY

IN NO EVENT SHALL OUR AGGREGATE LIABILITY TO ANY USER IN CONNECTION WITH USE OF THE SITE, EXCEED THE LESSER OF (I) \$50 AND (II) THE TOTAL AMOUNT THAT YOU PAID TO US FOR USE OF THE SITE, WHETHER SUCH LIABILITY IS BASED IN CONTRACT, TORT OR OTHERWISE. IN NO EVENT SHALL WE BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES, OR LOSS OF GOOD WILL, PROFITS OR BUSINESS THAT MAY RESULT FROM YOUR ACCESS TO OR USE OF THE SITE OR PROPERTY DATABASE. Any claim or cause of action by you must be brought within one (1) year following the occurrence of the event resulting in such claim or action. These limitations shall apply regardless of whether we knew, should have known or were forewarned of the possibility of such damages, but will not apply to any intentional damage or damage caused by our knowing violation of applicable law.

Some jurisdictions do not allow for limitations of liability or warranty so these may not apply to you.

Indemnification

You hereby agree to indemnify, defend and hold Company and its affiliates and each of their owners, members, directors, officers, managers, employees, independent contractors, subcontractors, agents and representative ("Indemnified Parties") harmless from any claim, cause of action, proceeding, liability, taxes, damages, loss, attorney fees, cost and expenses arising from or related to (i) your breach of these Terms and/or (ii) your use of the Site, the Property Database or any Property Data.

Miscellaneous Provisions

Assignment. You may not assign your rights hereunder. We can assign our rights hereunder at any time without restriction.

Governing Law; Jurisdiction. To the extent permitted by law, these Terms, your use of the Site are governed by North Carolina law, without giving effect to its conflict of law provisions. You consent and submit to the sole jurisdiction and venue of the state and federal courts of the state of North Carolina.

Entire Agreement. These Terms together with the Privacy Policy and any other legal notices or policies published by us through the Site, constitute the entire agreement between you and Company concerning your use of the Site. Any modification of these Terms must be in a writing executed by a duly authorized officer of Company.

Notices. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

Arbitration Provisions

You agree that any dispute, claim or controversy arising hereunder or relating in any way to these Terms, shall be settled by binding arbitration in Wake County, North Carolina, in accordance with the commercial arbitration rules of Judicial Arbitration and Mediation Services ("JAMS"). The arbitrator shall issue a written decision specifying the basis for the award made. The party filing a claim or counterclaim in the arbitration proceeding shall pay the deposit(s) determined by JAMS with respect to such claim or counterclaim. All other costs associated with the arbitration and imposed by JAMS shall be paid as determined by the arbitrator(s) and, in absence of such determination, equally by each party to the arbitration. In addition, unless the arbitrator awards payment of reasonable attorney and other fees to a party, each party to the arbitration shall be responsible for its own attorneys' fees and other professional fees incurred in connection with the arbitration. Determinations of the arbitrator will be final and binding upon the parties to the arbitration, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be. The arbitrator shall apply the substantive law of the State of North Carolina, without giving effect to its conflict of laws rules.

Attorney Fees. We shall be entitled to our reasonable costs and expenses (including reasonable attorneys' fees) incurred in connection with the enforcement of these Terms of Service against you.

How to contact us

If you have any questions regarding these Terms of Service, you may contact us at contactus@eco-site.com.

Eco-Site, LLC
Privacy Policy

Eco-Site, LLC (“Company”) is committed to respecting the privacy of all persons using the Company’s website and services (each a “Site”). This Privacy Policy describes the information gathering and dissemination practices for any personal information you may provide on or through the Site.

In order to browse the public portions of the Site, you are not required to provide any personally identifiable information. However, if you do provide any such information through the Site, this Privacy Policy will apply to Company’s use of such information. If you register to use the Company’s proprietary database, Company will request that you provide certain limited personal information and you may provide additional personal information through and in connection with your use of the Site. The terms of this Privacy Policy will apply to Company’s handling of all such information.

Please note that this Privacy Policy may change from time to time. We will post any Privacy Policy changes on the Site and, if the changes are significant, we may provide a more prominent notice.

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Information we collect

We may collect the following types of information:

Information you provide — Visitors to the Site are not required to disclose any personally identifiable information to browse the Site. Visitors to the Site may provide us with certain contact information if they wish to receive information from us or find out more about our products and services. If you register to use our Site and database, you must provide some basic personal information such as legal name, company affiliation, title, address, telephone number and email address. Through use of the Site and performing searches on the Site, you may provide additional information including site requirements, location interests and the like.

Cookies — When you use the Site, we may send one or more cookies to your computer. We use cookies to provide the Site, track your use of the Site and improve the quality of our Site and services, including for storing user preferences, tracking your searches, and tracking user trends, such as how people use our Site and their general preferences.

Automatically collected Information; Log information — When you visit the Site via a browser, application or other client our servers automatically record certain information. These server logs may include information such as your web request, your interaction with a service, how long you visit a page, how many times you visit a page, information you search for, Internet Protocol address, browser type, browser language, the date and time of your request and one or more cookies that may uniquely identify your browser or your account. When you use the Site using your smartphone or other mobile device, we collect information regarding device type, operating system, IP address and device ID. We do not share with third parties, your personal information as linked with you IP address or device ID.

User communications — When you send email or other communications to us, we may retain those communications in order to process your inquiries, respond to your requests and improve our services. We may use your email address to communicate with you about our services.

How we use and share Information

Responding to your Requests – If you have provided us information in connection with a request to receive information from us about our products, services or available properties, we will use your personally

identifying information to fulfill your requests and to send you the relevant information. We may thereafter use your information from time to time to send you updates or new information regarding our products, services or available sites that we believe may be of interest to you. If you wish to remove your information from our mailing list or opt-out of receiving promotional announcements, you may do so by contacting us at contactus@eco-site.com.

Promotion of our Services and Properties – If you register for use of our proprietary database of properties, we may use your information, including your search requirements and results, to contact you regarding our services and available properties. You hereby consent to this use.

Administering the Site – We use information you provide and information we automatically collect to administer the Site, and to allow you and other users to use the Site. This may include sending you email, text or other notices regarding the Site and our service. We will also analyze your information and use of the Site in order to improve and customize your experience, including remembering information so you will not have to reenter it, storing your requirements, searches and search results and to provide access to your data. We may also use such information to contact you regarding Site changes, system maintenance and outage issues, account issues or otherwise troubleshoot problems.

Service Providers – We will disclose information to our service providers that work on our behalf or with us to fulfill your information requests and to provide the Site. We do not permit these providers to use your information other than as necessary to provide the services to us.

Other Disclosures – We may disclose your information if we have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or other governmental or law enforcement request, (b) enforce our Terms of Service, including investigation of potential violations, (c) detect, prevent, or otherwise address fraud, security or technical issues, (d) investigate any unauthorized use of the Site or our services or (e) protect against or mitigate harm to the rights, property or safety of Company, its users or the public as required or permitted by law.

With Permission – If we use your personal information in a manner different than the purpose for which it was collected or other than as disclosed in this policy, then we will ask for your consent prior to such use.

Aggregate and Non-Personally Identifiable Information – We may also use your non-personally identifiable information, including as aggregated with other users' non-personally identifiable information, to analyze use of our Site, to analyze customer interests and wireless infrastructure and property needs and to develop other products and services or to analyze and report industry trends.

Except as set forth herein, we will not provide your personally identifiable information to any unaffiliated parties for marketing or other purposes without your consent.

Corporate Events

If we become involved in a merger, acquisition, or any form of sale of some or all of its assets, your information may be included in the assets sold or transferred to the acquirer. You hereby agree that we may transfer or assign the information we have collected from you in connection with any such event. In the event of a bankruptcy, insolvency, reorganization, receivership or assignment for the benefit of creditors, we may not be able to control how your personal information is treated, transferred or used.

Information security

We will take reasonable security measures to protect against unauthorized access to or unauthorized alteration, disclosure or destruction of data. However, we cannot guarantee its absolute security or that

unauthorized persons will not access or use your personal information for improper purposes. In the event of a breach of security affecting personal information or data on our servers, we will take such notification and other steps as may be required under applicable law.

Accessing and updating or deleting personal information

If you have provided information through the Site, you may request updates to or deletion of such information from our systems. We will make reasonable efforts to update or delete your information as requested, provided, that we may decline to update information if we determine it to be impractical (for instance, requests concerning information residing on backup tapes or other historical data).

Disclosures

Social Media Sites

We may have pages or other presence on various social networking sites or services, such as Facebook, Twitter and the like. Any information you post or provide through such sites and services will be subject to the policies of those sites and services.

Links

We may provide links to third-party websites for your convenience and information. If you access those links, you will leave the Company's Site. We do not control those sites or their privacy practices, which may differ from our practices and policies. We do not endorse or make any representations about third-party websites. The personal data you choose to give to unrelated third parties is not covered by our Privacy Policy. We encourage you to review the privacy policy of any company before submitting your personal information.

Location of Servers

Our servers are located in the United States of America. If you are accessing the Site and Service from outside the United States, please be advised that through your continued use of the Site or Service, which is governed by U.S. law and this Privacy Policy, you are transferring your personal information to the United States and you consent to that transfer and the maintenance and processing of such information in the United States.

Tracking

We do not track or collect personal data about your online activities once you leave the Site.

Information Collected from Children

We do not knowingly collect personal information from children without parental consent. Users must be 18 years old or older to use the Site. If we learn that we have inadvertently obtained information from a child, we will promptly delete the information.

If you have any questions regarding this Privacy Policy, please contact us at: contactus@eco-site.com.

Ver. No. 3

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