

Terms Of Use

Brannon Industrial Group ("Brannon Industrial Group", "BIG", "we", "our" or "us") and its wholly owned affiliates maintain various websites and mobile apps (collectively, the "Sites") which provide services and information to you subject to the following terms and conditions ("Terms of Use"). These Terms of Use govern your use of the Sites and other digital content services, such as mobile device connectivity. Please read these Terms of Use carefully. Your use of the Sites signifies your agreement to these Terms of Use. Separate terms and conditions may apply to other Brannon Industrial Group services or business transactions.

Notice Regarding Dispute Resolution: These Terms of Use contain provisions that govern how claims you and Brannon Industrial Group have against each other are resolved (see Legal Disputes and Arbitration Agreement Section below), including an obligation to arbitrate disputes on an individual basis, which will, subject to limited exceptions, require you to submit claims you have against us to binding individual arbitration, unless you opt-out in accordance with the Arbitration Section below.

ELECTRONIC COMMUNICATIONS

When you visit the Sites or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We may choose to communicate with you by e-mail, text messaging, or by posting notices on the Sites. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

MOBILE ACCESS & Text Messaging Terms

Use of Mobile Devices. If you use a mobile device to access the Sites, you acknowledge and agree that: (a) you are solely responsible for all message and data charges that apply to use of your mobile device to access the Sites; and (b) all such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. You further understand that service may not always be available in all areas and may be affected by product, software, coverage or service changes made by your mobile service provider or otherwise. Additional terms and conditions may apply to your use of our mobile applications based on the type of mobile device that you use. By accessing or using any Sites via a mobile device, you agree to these Terms of Use and to any applicable terms of a mobile app you may use.

General Terms & Disputes. Without limitation our text messaging program is subject to these complete Terms of Use, which contain provisions that govern how claims you and Brannon Industrial Group have against each other are resolved (see Legal Disputes and Arbitration Agreement Section below), including an obligation to arbitrate disputes on an individual basis, which will, subject to limited exceptions, require you to submit claims you have against us to binding individual arbitration, unless you opt-out in accordance with the Arbitration Section below.

Opting Out. You can opt out from receiving SMS/MMS text messages by responding STOP to any message you receive in our text messaging program, or just texting STOP to the number from

which you currently are receiving our text messages. In either case, you will receive one additional message confirming that your request has been processed. For all other help inquiries, please text HELP to the number from which you are currently receiving the Coupon Message.

Your Own Wireless Plan. As always, message and data rates may apply for any messages sent to and by you. If you have any questions about your text plan or data plan, it is best to contact our wireless provider.

Your Duties for Your Own Phone Number. You represent that you are the account holder for the mobile telephone number that you provide when enrolling in our text messaging program. If you change or deactivate that number, you are responsible for notifying us 979-830-9060 immediately. Neither we, our vendors, nor any mobile carrier is liable for delayed or undelivered messages. You agree to indemnify us in full for all claims, expenses, and damages related to or caused in whole or in part by your failure to notify us if you change your telephone number, including, but not limited to, all claims, expenses, and damages related to or arising under the Telephone Consumer Protection Act.

Participation Subject to Termination or Change. We may suspend or terminate your receipt of automated messages from us if we believe you are in breach of these Terms of Use. Your receipt of these messages is also subject to termination if your mobile telephone service terminates or lapses. We reserve the right to modify or discontinue, temporarily or permanently, all or any part of these messages, with or without notice to you.

PRIVACY

Our Privacy Policy available at <https://www.bigcompany.com/privacypolicy> ("Privacy Policy") governs the collection, use, and disclosure of your personal information. Our Privacy Policy is incorporated into these Terms of Use by this reference. By accessing the Sites, you agree to the practices described in our Privacy Policy.

MINORS

The Sites are not intended for use by anyone under age 13. By accessing, using and/or submitting information to or through the Sites, you represent that you are at least age 13. Anyone between age thirteen (13) and eighteen (18) may only use the Sites under the supervision of his/her parent or a legal guardian.

USERS AND ACCOUNTS

To use certain features of the Sites, you may need to create an account. If you create an account, you agree you will: (a) create only one account; (b) provide honest, accurate, current, and complete information regarding yourself; (c) keep your information updated and accurate; (d) keep your account password private and not share it with others; and (d) notify us if you discover or suspect that your account has been hacked or its security breached.

You agree to take responsibility for all activities on or under any account registered to you and you accept all risks for any unauthorized use of your account. You are responsible for providing

the equipment and services that you need to access and use the Sites. We do not guarantee that the Sites are accessible on any equipment or device or with any software or service plan.

We reserve the right, without notice and in our sole discretion at any time, to terminate your right to access and use the Sites or any component of them and to block or prevent future access to and use of the Sites and to delete your account and any related information. Any obligation or liability incurred prior to our termination of your access to the Sites will survive such termination.

PLACING ORDERS; BILLING & PAYMENT

You represent and warrant that you have the right to use any credit card or other means of payment that you provide to us. By providing payment card information to us, you authorize us to store and use the card as a payment method for purchases made through your account with us. All billing information you provide to us must be truthful and accurate. Providing any untruthful or inaccurate information is a breach of these Terms of Use and may result in cancellation of your order. Prior to accepting an order, we may also request additional information from you. Verification of information may be required prior to the acknowledgment or completion of any purchase. We reserve the right to refuse or cancel an order for any reason, including not limited to inaccuracies or errors in service or pricing information, or problems identified by our credit and fraud avoidance department. If your order is canceled after your credit card (or other payment account) has been charged, we will issue a credit to your credit card (or other applicable payment account) in the amount of the charge. We will attempt to contact you if all or any portion of your order is canceled or if additional information is required to accept your order. We may request a pre-authorization for some orders placed online with a credit or debit card. This pre-authorization will not be billed to you; however, your card issuer may hold this amount for a short period. Your card issuer determines the length of time the pre-authorization is held. We do this to ensure that the card details are still valid and that you have sufficient funds to complete the transaction.

If you use Apple Pay as a form of payment (when available) for any transaction(s) via our Sites, you acknowledge and agree that all such transactions are between you and us only, not with Apple, and Apple is not responsible for any products or services offered by Waste Management. Apple has no obligation whatsoever to furnish any maintenance and support services with respect to our Sites or any products or services we offer. In the event of any such products or services to conform to any applicable warranty, you understand and agree that Apple has no responsibility for such failure, that Apple has no warranty obligation whatsoever with respect to our products or services, and that Apple is not responsible for addressing any claims by you or any third party relating to our products or services, including, but not limited to: (i) product liability claims; (ii) any claim that our products or services fail to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. Apple is not responsible for the investigation, defense, settlement, and discharge of any third-party claim that your use of any of our products, services, or websites infringe any third party's intellectual property or other rights. You agree to comply with any applicable third-party terms when using our Site or services. Apple and Apple's subsidiaries are third party beneficiaries of our Terms of Use relating to our Sites, and upon your acceptance of such terms

by using our Sites and/or conducting any transactions via our Sites, Apple will have the right (and will be deemed to have accepted the right) to enforce such Terms of Use against you as a third-party beneficiary. You hereby represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

LIMITED USAGE RIGHTS

The Sites are owned by Brannon Industrial Group and licensed to you for your limited use solely to learn about and/or purchase our services. Except as expressly provided in these Terms of Use, you may not copy, distribute, publish, transmit, modify, transmit, publicly display, or perform, create derivative works of or otherwise exploit any part of the Sites. You may not save or archive a significant portion of the material appearing in or on the Sites. All rights not expressly granted herein are reserved by Brannon Industrial Group

INTELLECTUAL PROPERTY

Trademarks. The trademarks, trade dress, logos, and service marks (collectively the "Trademarks") displayed on the Sites are registered and unregistered Trademarks of Brannon Industrial Group, its affiliates, its third-party licensors, and others. You are not permitted to use any of the Trademarks displayed on the Sites, without the prior, express written consent of Brannon Industrial Group, its affiliates, or the third-party licensors that may own the Trademark. You may not use any hyper or HTML links, meta tags or any other "hidden text" utilizing Brannon Industrial Group's or its affiliates' name or Trademarks without the express written consent of Brannon Industrial Group, its affiliates, or third-party licensors. All rights reserved.

Sites Materials. All Trademarks, and materials displayed on, or contained within the Sites, including, but not limited to, layout, color schemes, design, text, editorial materials, informational text, photographs, illustrations, artwork and other graphic or digital materials, and names (collectively, the "Materials"), are the property of Brannon Industrial Group, its affiliates or its licensors and are protected by copyright, trademark, patent, and all other applicable intellectual property laws. You acknowledge and agree that the Sites and the Materials are the property of Brannon Industrial Group, its affiliates, and licensors, and that you will not acquire any rights or licenses in any trademarks, patents, copyrights, or other intellectual property on the Sites or in the Materials. You may download a copy of the Materials for your personal non-commercial use. You may not frame or utilize framing techniques to enclose any Materials or Trademark or other proprietary information (including images, text, page layout, or form) of Brannon Industrial Group or its affiliates without the express written consent of Brannon Industrial Group.

Any copies that you make of the Materials must retain all our copyright and other notices. Except as expressly provided for in these Terms of Use, you may not (i) reproduce, modify, publish, transmit, display, perform, distribute, disseminate, broadcast, circulate, or otherwise exploit any content on the Sites, including, but not limited to, any Materials, in whole or in part, to any third party; (ii) participate in the transfer, license or sale of any content on the Sites, including, but not limited to, the Materials; or (iii) create derivative works or in any way exploit

any content on the Sites, including, but not limited to, the Materials. No portion of the content on the Sites may be stored in a computer except for personal and non-commercial use. All rights not expressly granted herein are reserved.

PERMISSIBLE USE

You agree that you shall not use the Sites: (a) to delete, modify, hack or attempt to change or alter any of the Materials on the Sites; (b) for any unlawful purpose; (c) to solicit others to perform or participate in any unlawful acts; (d) to violate any international, federal, or state regulations, rules, laws, or local ordinances; (e) to infringe or violate our intellectual property rights or the intellectual property rights of others; (f) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (g) to submit false or misleading information; (h) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of our Sites, other websites, or the Internet; (i) to collect or track the personal information of others; (j) to spam, phish (email fraud), pharm (web traffic redirection fraud), pretext, spider, crawl, or scrape; (k) for any obscene or immoral purpose; or (l) to interfere with or circumvent the security features of our Sites, other websites, or the Internet. We reserve the right to terminate your use of our Sites for violating any of the prohibited uses. We may fully cooperate with any law enforcement agency or authorities, or court order requesting or directing disclosure of the identity of anyone suspected of use of the Sites for illegal purposes.

YOUR OBLIGATION

By using the Sites, you represent and warrant that: (i) you are the age of majority in your place of residence, and have the power and authority to accept these Terms of Use and to enter into this agreement with Waste Management; (ii) you are capable of assuming, and do assume, any risks related to the use of the Materials on the Sites; and (iii) you understand and accept the terms, conditions and risks relating to the use of the content and Materials on the Sites.

If you are under the age of majority, you may use the Sites only with permission and involvement of a parent or guardian. Waste Management and its affiliates reserve the right to refuse service, terminate accounts, or remove or edit content in our sole discretion.

SUBMITTING OR POSTING CONTENT

The Sites may provide you and other users an opportunity to submit, post, display, transmit and/or exchange information, ideas, opinions, photographs, images, video, creative works or other information, messages, transmissions or material to us, the Sites or others ("Post"; Posting or "Postings"). By Posting, you grant us a royalty-free, worldwide, non-terminable, non-exclusive license to use, reproduce, modify, adapt, edit, market, publish, store, distribute, have distributed, publicly and privately display, communicate, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote such Posts (in whole or in part) in any medium now known or hereafter devised, for editorial, commercial, promotional and all other purposes including, without limitation, the right to publish your name in connection with your Post; and the right to sublicense any or all of these rights. You

acknowledge that we own all right, title, and interest in any compilation, collective work or other derivative work created using or incorporating the Post. Please remember that you are ultimately responsible for all of your Postings and you warrant and represent that: (i) the Post does not and will not infringe on any copyright or any other third party right nor violate any applicable law or regulation; (ii) you have the right to grant any and all necessary rights and licenses provided herein, including without limitation, all necessary, releases, copyright and other related rights to the Post, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity; and (iii) that each person depicted in any picture or photograph that you submit as part of the Post, if any, has provided consent to the use of the photograph. No compensation will be paid for the use of your Post, including, without limit, any photograph you may provide, and your Posts will not be returned to you, and will not be treated as confidential information.

Postings do not reflect the views of Waste Management or its affiliates. We do not have any obligation to monitor, edit, or review any Postings on the Sites. We assume NO responsibility or liability arising from the content of any such Postings nor for any error, defamation, libel, slander, omission, falsehood, obscenity, pornography, profanity, danger, or inaccuracy contained in any information within such Postings on the Sites. At its sole discretion, Waste Management reserves the right to remove any Posting from the Sites.

NO ENDORSEMENT OF THIRD-PARTY SITES

The Sites may contain links to or references to third party websites, resources, and advertisers (collectively, "Third Party Sites"). Your linking to such Third-Party Sites is at your own risk. Under no circumstances shall Brannon Industrial Group be held responsible or liable, directly, or indirectly, for any loss, injury, or damage caused or alleged to have been caused to you in connection with the use of, or reliance on, any content, information, data, opinions, advice, statements, goods, services, or products available on such Third-Party Sites. Brannon Industrial Group also is not responsible for the availability of these Third-Party Sites, nor is it responsible for the aesthetics, appeal, suitability to taste or subjective quality of informational content, advertising, products, or other materials made available on or through such Third-Party Sites. No endorsement of any third-party content, information, data, opinions, advice, statements, goods, services, or products is expressed or implied by any information, material, or content of any third party contained in, referred to, included on, or linked from or to, the Sites. You should direct any concerns to the respective Third-Party Site's administrator or webmaster.

COPYRIGHTS AND DIGITAL MILLENNIUM COPYRIGHT ACT

Pursuant to our rights under the Digital Millennium Copyright Act ("DMCA"), 17 U.S.C. § 512, we have designated a copyright agent to receive copyright infringement notices for claims of infringement related to materials found on our Sites. Please mail all infringement claims to Brannon Industrial Group 1555 TX HWY 6 N, Brenham, TX 77833.

DMCA Infringement Notification. To be effective, your infringement notification must include the following:

1. A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

2. Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site.
3. Identification of the material or content that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or have access disabled, and information reasonably sufficient to permit us to locate the material.
4. Information reasonably sufficient to permit us to contact the complaining party, including address, telephone number and email address where the complaining party may be contacted.
5. The following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law"; and
6. The following statement: "The information in this notification is accurate, and under penalty of perjury, I swear that I am the copyright owner or that I am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed."

Upon receipt of the written notification containing the information as outlined in 1 through 6 above:

1. Brannon Industrial Group will remove or disable access to the content that is alleged to be infringing;
2. Brannon Industrial Group will forward the written notification to the alleged infringer; and
3. Brannon Industrial Group will take reasonable steps to promptly notify the alleged infringer that we have removed or disabled access to the content.

DMCA Infringement Counter Notification. Pursuant to the DMCA, after the alleged infringer receives a notice of infringement from Brannon Industrial Group, the alleged infringer will have the opportunity to respond to Brannon Industrial Group with a counter notification ("Counter Notification"). To be effective, a Counter Notification must be a written communication provided to Brannon Industrial Group's designated copyright agent, and must include the following:

1. A physical or electronic signature of the alleged infringer.
2. Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access disabled.
3. The following statement: "I swear under penalty of perjury that it is my good faith belief that the material identified above was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled"; and
4. The alleged infringer's name, address, and telephone number, and a statement that the alleged infringer consents to the jurisdiction of the federal district court for the judicial district in which the alleged infringer's address is located, or if the alleged infringer's address is outside of the United States, or any judicial district in which Brannon Industrial Group may be found, and that the alleged infringer will accept service of process from the person who provided notification or an agent of such person.

Upon the copyright agent's receipt of a Counter Notification containing the information as outlined in 1 through 4 above, the DMCA provides that the removed material will be restored or access re-enabled and we will comply with this requirement as required by law, provided that the designated agent has not received notice from the original complaining party that an action has been filed seeking a court order to restrain the alleged infringer from engaging in infringing activity relating to the material on our network.

TERMINATION / REMOVAL

Brannon Industrial Group may, in its sole and absolute discretion, terminate your password, account (or any part thereof) or your access to the Sites, or remove and discard any of your Postings, communications transmitted by you, or information stored, sent, or received via the Sites without prior notice and for any reason, including, but not limited to: (i) concurrent access of the Sites with identical user identification numbers, (ii) permitting another person or entity to use your user identification number to access the Sites, (iii) any other access or use of the Sites except as expressly provided in these Terms of Use, (iv) any violation of these Terms of Use or the rules and regulations relating to the use of the software and/or data files contained in, or accessed through, the Sites, (v) tampering with or alteration of any of the software and/or data files contained in, or accessed through, the Sites, (vi) failure to use the Sites or portion thereof on a regular basis, or (vii) submitting Postings that are off topic or not in accordance with the mission or best interest of the Sites. Termination, suspension, or cancellation of these Terms of Use or your access rights shall not affect any right or relief to which Brannon Industrial Group may be entitled, at law or in equity. Upon termination of these Terms of Use, all rights granted to you will automatically terminate and immediately revert to Brannon Industrial Group and its licensors.

DISCLAIMER OF WARRANTIES

Brannon Industrial Group and its affiliates attempt to be as accurate as possible. However, Brannon Industrial Group does not warrant that descriptions of services or other content on the Sites are accurate, complete, reliable, current, or error-free. Neither Brannon Industrial Group nor its affiliates are responsible for the availability of such external sites or resources and do not endorse and are not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

THE SITES ARE PROVIDED BY BRANNON INDUSTRIAL GROUP AND ITS AFFILIATES ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITES IS AT YOUR SOLE RISK.

TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW, BRANNON INDUSTRIAL GROUP, ITS AFFILIATES AND ITS LICENSORS, MAKE NO REPRESENTATION AND DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, REPRESENTATIONS, WARRANTIES OR CONDITIONS REGARDING ACCURACY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY,

MERCHANTABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING AND WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE OR COURSE OF DEALING. BRANNON INDUSTRIAL GROUP AND ITS AFFILIATES DO NOT WARRANT THAT THE SITES, ITS SERVERS, OR E-MAIL SENT FROM BRANNON INDUSTRIAL GROUP ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

BRANNON INDUSTRIAL GROUP, ITS AFFILIATES AND EACH OF THEIR LICENSORS, ASSUME NO RESPONSIBILITY TO YOU OR TO ANY THIRD PARTY FOR THE CONSEQUENCES OF ANY ERRORS OR OMISSIONS. WASTE MANAGEMENT AND ITS AFFILIATES RESERVE THE RIGHT, IN ITS SOLE DISCRETION, TO CORRECT ANY ERRORS OR OMISSIONS, OR TO WITHDRAW OR DELETE ANY CONTENT, IN ANY PORTION OF THE SITES AT ANY TIME WITHOUT NOTICE.

BRANNON INDUSTRIAL GROUP AND ITS AFFILIATES MAY MAKE ANY OTHER CHANGES TO THE SITES AT ANY TIME WITHOUT NOTICE. BRANNON INDUSTRIAL GROUP AND ITS AFFILIATES DO NOT WARRANT THAT THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE AVAILABLE FOR USE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SITE, INCLUDING ANY STORAGE SERVICES AND ITS CONTENTS, OR THE SERVER THAT MAKES THEM AVAILABLE, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

LIMITATION OF LIABILITY

YOU ACKNOWLEDGE THAT YOUR USE OF THE SITES AND ANY INFORMATION SENT OR RECEIVED IN CONNECTION THEREWITH, MAY NOT BE SECURE AND MAY BE INTERCEPTED BY UNAUTHORIZED PARTIES. YOU ASSUME RESPONSIBILITY FOR THE ENTIRE COST OF ALL NECESSARY MAINTENANCE, REPAIR OR CORRECTION TO YOUR COMPUTER SYSTEM OR OTHER PROPERTY. IN NO EVENT SHALL BRANNON INDUSTRIAL GROUP, ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SITES OR WITH THE DELAY OR INABILITY TO USE THE SITES, OR FOR ANY INFORMATION, SOFTWARE AND SERVICES OBTAINED THROUGH THE SITES, BRANNON INDUSTRIAL GROUP'S REMOVAL OR DELETION OF ANY MATERIALS ON THE SITES, OR OTHERWISE ARISING OUT OF THE USE OF THE SITES, WHETHER BASED ON CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF BRANNON INDUSTRIAL GROUP OR ANY OF ITS AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. THIS WAIVER APPLIES, WITHOUT LIMITATION, TO ANY DAMAGES OR INJURY ARISING FROM ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, FILE CORRUPTION, COMMUNICATION-LINE FAILURE, NETWORK OR SYSTEM OUTAGE, OR THEFT, DESTRUCTION, UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF ANY RECORD. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT

BRANNON INDUSTRIAL GROUP, ITS AFFILIATES OR LICENSORS SHALL NOT BE LIABLE FOR ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY USER OF THE SITES.

THE ABOVE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO YOU TO THE FULLEST EXTENT THAT APPLICABLE LAW PERMITS, IN ALL ACTIONS OF ANY KIND, WHETHER BASED ON CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY. ANY CLAUSE DECLARED INVALID SHALL BE DEEMED SEVERABLE AND NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF THE REMAINDER OF THESE TERMS OF USE.

INDEMNIFICATION

You agree to indemnify, defend, and hold Brannon Industrial Group and its affiliates, and their respective officers, directors, owners, employees, agents, information providers and licensors (collectively the "Indemnified Parties," or individually, "Indemnified Party") harmless from and against any and all claims, liability, losses, actions, suits, costs and expenses (including attorneys' fees) arising out of or incurred by any breach by you of these Terms of Use. Brannon Industrial Group reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with Brannon Industrial Group's defense of such claim. Brannon Industrial Group and its affiliates have no duty to reimburse, defend, indemnify, or hold you harmless resulting from, relating to, or arising out of, these Terms of Use or the Sites.

RELEASE

All users of our Sites acknowledge and agree that each Indemnified Party is released, discharged, and held harmless from any and all liability from third-party claims made in connection with the Sites, including, without limitation, wrongful death and personal injury, money damages, out-of-pocket and court costs, attorney's fees, damage to tangible property or reputation, including, without limitation, libel, defamation, right of publicity and invasion of privacy. Brannon Industrial Group reserves its right to all forms of equitable and legal relief related to fraud or illegal activity connected to the use of our Sites.

If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.

LIMITATIONS ON ACTIONS

You agree that any claim or cause of action arising out of your use of the Sites, or these Terms of Use must be filed within one (1) year after such claim or cause of action arose or it shall forever be barred, notwithstanding any statute of limitations or other law to the contrary. Within this period, any failure by Brannon Industrial Group or its affiliates to enforce or exercise any provision of these Terms of Use or related right shall not constitute a waiver of that right or provision.

LEGAL DISPUTES & ARBITRATION AGREEMENT

Please Read This Section Carefully – It May Significantly Affect Your Legal Rights, Including Your Right to File a Lawsuit in Court.

The following sections below apply to legal disputes between Brannon Industrial Group and a customer.

A. Initial Dispute Resolution. We are available by email at info@bigcompany.com or go to www.bigcompany.com/contact to find the appropriate customer service for your area to help address any concerns you may have regarding the Sites or any services you have ordered from us. Most concerns may be quickly resolved in this manner. We and you agree to use best efforts to settle any disputes disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.

B. Agreement to Binding Arbitration. If the parties do not reach an agreed upon solution within a period of thirty (30) days from the time informal dispute resolution is pursued pursuant to paragraph A above, then either party may initiate binding arbitration. All claims arising out of or relating to these Terms of Use (including their formation, performance, and breach), the parties' relationship with each other and/or our provision of any services shall be finally settled by binding individual arbitration administered on a confidential basis by JAMS, in accordance with the JAMS Streamlined Arbitration Rules and Procedures, excluding any rules or procedures governing or permitting class arbitration. Each party will have the right to use legal counsel in connection with arbitration at its own expense. The parties shall select a single neutral arbitrator in accordance with the JAMS Streamlined Arbitration Rules and Procedures. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of these Terms and Conditions, including, but not limited to, any claim that all or any part of these Terms and Conditions is void or voidable. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be in writing and provide a statement of the essential findings and conclusions, shall be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The interpretation and enforcement of these Terms and Conditions shall be subject to the Federal Arbitration Act.

The JAMS rules governing the arbitration may be accessed at <https://www.jamsadr.com/adr-rules-procedures>. If you are a consumer and you initiate arbitration, to the extent the filing fee for the arbitration exceeds Two Hundred and Fifty U.S. Dollars (\$250.00), we will pay the additional cost. If we are required to pay the additional cost of the filing fees, the consumer submitting the claim also should submit a request for payment of fees to JAMS along with Customer's form for initiating the arbitration, and we will make arrangements to pay all necessary fees directly to JAMS. Brannon Industrial Group will also be responsible for paying all other arbitration costs arising in connection with any consumer-initiated arbitration and, in such cases, the consumer filing the claim will not be required to pay fees and costs incurred by BIG if Customer does not prevail in arbitration. The foregoing fee-related provisions will not apply in the case of disputes with commercial parties, which instead will be governed by the JAMS standard rules on fees.

The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

C. Class Action and Class Arbitration Waiver. You and we each further agree that any arbitration – and any suit that, for any reason whatsoever, is deemed not covered by or subject to the above arbitration agreement— shall be conducted in our respective individual capacities only and not as a class action or other representative action, and you and we each expressly waive their rights to file a class action or seek relief on a class basis. If any court or arbitrator determines that the class action waiver set forth in this paragraph within the context of disputes subject to arbitration is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above in paragraph B above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

D. Exception - Small Claims Court Claims, Intellectual Property Rights, and California Private Attorney General Act Claims. Notwithstanding the parties' agreement to resolve all disputes through arbitration, (i) either party may seek relief in a small claims court for disputes or claims within the scope of that court's jurisdiction, (ii) Brannon Industrial Group may seek relief in any court of competent jurisdiction to seek injunctive or other equitable relief to protect its intellectual property rights relating to the Sites, and (iii) either party may seek relief in a court of law for a claim arising under California's Private Attorney General Act.

E. 30 Day Right to Opt Out. You have the right to opt-out and not be bound by the arbitration and class action waiver provisions set forth in paragraphs B, C and D above by sending written notice of your decision to opt-out to the following email: info@bigcompany.com. The notice must be sent within thirty (30) days of enrolling for any services from us via the Sites; otherwise, you will be bound to arbitrate disputes in accordance with the terms of those sections. If you opt out of these arbitration provisions, we also will not be bound by them.

F. Exclusive Venue for Litigation. To the extent that the arbitration provisions set forth in paragraph B do not apply, the parties agree that any litigation between them shall be filed exclusively in state or federal courts located in Brenham, Texas (except for small claims court actions which may be brought in the county where you reside, or intellectual property claims by us which may be brought in any appropriate court of competent jurisdiction); the parties expressly consent to exclusive jurisdiction in Brenham, Texas for any applicable litigation other than these limited excluded court actions as well as to service of process by registered mail or any other method allowed by law.

U.S.-BASED SITES.

The Sites are controlled and operated by Brannon Industrial Group in the United States. We do not make any representations that the Sites or any services offered via the Sites are available or appropriate for use in your location. Your use of or access to the Sites should not be construed

as us purposefully availing ourselves of the benefits or privileges of doing business in any state or jurisdiction.

MISCELLANEOUS

Please review other policies posted on the Sites. These policies also govern your visit to the Sites. If any provision of these Terms of Use shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions. These Terms of Use and any posted operating rules constitute the entire agreement of the parties with respect to the subject matter hereof, and supersede all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter.

UPDATES/CHANGES

We reserve the right to amend these Terms of Use, and to modify, add or discontinue any aspect, content, or feature of the Sites. Such amendments, modifications, additions and/or deletions shall become effective upon notice thereof, which may be provided to you by posting on the Sites, via e-mail or any other means; provided, however, that any changes will not apply retroactively to any dispute arising prior to the time of the change. You agree to the new posted Terms of Use by continuing your use of the Sites. You agree to review these Terms of Use periodically and your continued use of the Sites following such modification will indicate your acceptance of any modified Terms of Use. If you do not agree with the modified Terms of Use, your sole and exclusive remedy is to discontinue using the Sites.

CONTACT BRANNON INDUSTRIAL GROUP

If you have any questions regarding these Terms of Use, you can contact us by email at info@bigcompany.com or by mail at Brannon Industrial Group, 1555 TX HWY 6 N, Brenham, TX 77833.

Last updated on August 24, 2022.

© 2022 Brannon Industrial Group

("Brannon Industrial Group ", "BIG", "we", "our" or "us") and its wholly-owned affiliates maintain various websites and mobile apps (collectively, the "Sites") which provide services and information to you subject to the following terms and conditions ("Terms of Use"). These Terms of Use govern your use of the Sites and other digital content services, such as mobile device connectivity. Please read these Terms of Use carefully. Your use of the Sites signifies your agreement to these Terms of Use. Separate terms and conditions may apply to other Waste Management services or business transactions.

Notice Regarding Dispute Resolution: These Terms of Use contain provisions that govern how claims you and Waste Management have against each other are resolved (see Legal Disputes and Arbitration Agreement Section below), including an obligation to arbitrate disputes on an individual basis, which will, subject to limited exceptions, require you to submit claims you have against us to binding individual arbitration, unless you opt-out in accordance with the Arbitration Section.