



1625-C East Donovan Road – Santa Maria, CA 93454
(805) 928-2855 – Fax (805) 928-2114

TERMS OF USE

Scope and Applicability.

These Terms of Use (the "Agreement") are applicable to the Web pages, programs, services, audio and video files, content, databases and information (collectively, the "Services") provided by Mid State Concrete Products, LLC (the "Company"), to which you may have access via the Internet. The content and information included in the Services are provided by the Company and its third party suppliers and service providers (collectively, the "Information Providers"). These Services are made available by the Company subject to the terms and conditions of this Agreement and, where appropriate, the end-user license agreement which will be presented to you prior to your viewing of the programs available on the Company's Web site(s).

Agreement.

BY CONTINUING TO USE THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS, LIMITATIONS OF LIABILITY AND TERMINATION PROVISIONS BELOW. IF YOU DO NOT AGREE TO SUCH TERMS AND CONDITIONS, THE COMPANY IS NOT WILLING TO PROVIDE YOU WITH ACCESS TO THE SERVICES, AND YOU SHOULD IMMEDIATELY DISCONTINUE YOUR USE OF THE SERVICES.

The Company may modify this Agreement from time to time in its sole discretion and without notice to you. You should review this Agreement periodically to ensure familiarity with its then-current terms and conditions. Your continued use of the Services shall constitute your acceptance of this Agreement and your continued use of the Services following any modification of this Agreement shall constitute your acceptance of such modifications to this Agreement.

Use of the Services.

In accordance with the terms and conditions of this Agreement and any end-user license agreement which may apply to your use of the Services, the Company grants you a non-exclusive, limited, non-transferable license to use the Services and view the online content for your personal, non-commercial use. The Services (and the content and information included therein) are protected by copyright pursuant to United States laws and international treaties and are owned or licensed by the Company and/or the Information Provider(s) credited. You shall abide by all copyright notices, information, or restrictions contained in any content or information accessed through the Services.

You may not reproduce, retransmit, disseminate, sell, distribute, perform, display, publish, broadcast, circulate, create derivative works from, or commercially exploit the Services (including the content and information made available through the Services), in whole or in part, in any manner, without the prior written consent of the Company, nor use the content or information made available through the Services for any unlawful purpose. You may not replay for commercial purposes, including in any seminar or instructional context whatsoever for which money is paid, video and/or audio materials available on the Company's Web site(s). Nothing contained in this Agreement shall be



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construed as conferring any right in any copyright, trademark, or other intellectual property of the Company to you. Violation of this policy may result in infringement of the intellectual property and contractual rights of the Company, the Information Providers and/or third parties, which is prohibited by law and could result in substantial civil and criminal penalties.

No part of these materials may be copied, reproduced, uploaded, posted, transmitted or distributed in any form or by any means, electronic or mechanical, now known or hereafter invented without the prior written consent of the Company and/or the Information Provider. Notwithstanding the foregoing, you may print hard copies of pages from the Web site(s) and the printable versions displayed therein for your personal, temporary, non-commercial use, provided you maintain all copyright and other notices contained therein. No other copying of the Web site(s), in whole or in part, is permitted without the Company's prior express written authorization.

You agree to accept sole responsibility for: (1) any use of Internet facilities conducted or permitted by you or your client(s); (2) the conduct of any business, advertising, marketing or sales in connection therewith; and (3) any negligent or illegal act or omission of you or your agents, contractors, employees, or other users.

When retrieving information from the Services, you are expressly prohibited from: (1) using or attempting to use spiders, robots, intelligent agents, or any other extraction or navigation search except for a normal browser; (2) aggregating, copying or duplicating any of the materials or information available from the site except for the small amount of materials and information temporarily required for an ordinary single use of the Web site; or (3) accessing data not intended for such user.

Hyperlinks on the Company Web Site(s).

We may from time to time, directly or indirectly, provide hyperlinks ("links") to or, in our sole discretion, accept links from Web sites of third parties. The Company does not control or maintain the material presented by other persons in their Web sites. The inclusion of any link on our Web site(s) does not imply an association or relationship between the Company and the person or entity sponsoring the linked site and does not constitute or imply an endorsement, approval or sponsorship of the linked site by the Company, or the endorsement, approval or sponsorship of the Company by the sponsor of the linked site. The links do not imply legal authority to use any protected rights of others reflected in the links. We do not vouch for or assume any responsibility for the content, accuracy or completeness of the material presented directly or indirectly in linked sites. If you use any of the links, you will leave our Web site(s).

Linking to the Company Web Site(s).

You may not link other sites to the Company Web site(s) without prior authorization by the Company, which may be withheld for any reason. In all circumstances, you may not frame or alter the appearance of the Company Web site(s) or reproduce or host the Company content on your Web site. Further, you may not state or imply that the Company endorses, sponsors or otherwise approves your site. You may not use any of the Company's trademarks or logos without the Company's prior written consent.



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Responsibility for Content.

The Company's Services are intended to provide general guidelines to clients who have licensed its Services. Only the fundamentals of various topics are discussed and under no circumstances should the Company's Services be used as an exclusive source of information on any particular topic. Issues on our Web site(s) deal with health, fitness, exercise, nutrition, and other related topics. The Services and information available on the Web site(s) are provided for informational purposes only. Reviews of the information should never be used as a means for medical advice, diagnosis or treatment. Our Web site(s) are not a substitute for medical advice. You should consult your physician or other trained medical personnel before starting any diet, fitness program, exercise program, or regarding medical symptoms or advice. Any medical decisions should be made in consultation with your physician or other trained medical personnel. We will not be liable for any complications, injuries, loss or other medical problems arising from, or in connection with, the use of, or reliance upon any Services or information provided on the Web site(s).

Submissions to Web Site(s).

All concepts, ideas, comments, manuscripts, illustrations and all other materials disclosed or offered to the Company on or in connection with its Web site(s) are submitted without any restrictions or expectation of confidentiality. The Company shall have no financial or other obligations to you when you submit such information, nor shall you assert any proprietary or moral right of any kind with respect to such submissions. The Company shall have the right to use, publish, distribute, transmit, download, upload, post, display or otherwise distribute your submissions in any manner without notice or compensation to you.

The Company has no duty to edit or review materials submitted by users. The Company and the Information Providers give no assurances whatsoever regarding the information or materials available on the Company's Web site(s). If you submit any information to the Company's Web site(s), you agree not to: (1) post or transmit anything that is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior; (2) post or transmit any pyramid schemes, chain letters or conduct gambling; (3) post or transmit anything that violates the copyright or intellectual property rights of any person or entity; (4) post or transmit a virus or any other harmful component; or (5) contact other users of the Company's Web site(s) through unsolicited e-mail, telephone calls, mailings or any other method of communication. Any such materials may be removed by The Company at any time for any reason.

If, through the use of the Services, you decide to submit, enter or transmit information or materials of any kind, you are solely responsible for ensuring that you may do so and that such information and materials can be accessed, used, copied, distributed and adapted by other users of the Services (including the Company and its Information Providers) without liability or restriction. You agree to indemnify the Company and its Information Providers from any damage, loss, cost or expense which may be incurred by The Company as a result of the material you link, upload, post or transmit to the Web site(s).



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Intellectual Property Rights.

Unless otherwise noted, all materials, including but not limited to the Company Web site(s), all articles, text, graphics, logos, images, illustrations, designs, icons, photographs, video clips, audio clips, all menu pages, underlying HTML code, and software that is part of the Web site(s), are protected under copyright laws and are the trademarks, trade dress and/or other intellectual properties owned, controlled or licensed by the Company, the Information Providers, or is otherwise part of the public domain.

Without prior written consent, you may not republish, frame, retransmit, modify or create derivative works of any material contained in the Company's Web site(s) on any other Web site or in materials of any other entity. Further, the computer code created by or for the Company to generate its Web site(s) is protected by copyright and any copying or adapting of such code is strictly prohibited. You may not use any data mining, robots, or similar data gathering and extraction methods in connection with the Company's Web site(s).

Termination.

In accordance with the terms and conditions of this Agreement and any applicable end-user license agreement, the Company may discontinue or change the Services, or their availability to you, immediately, in its sole discretion, at any time without cause. The Company may terminate this Agreement and your access to and use of the Services, or any portion thereof, immediately, in its sole discretion, at any time without cause.

Disclaimer of Warranties.

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES AND THE INFORMATION PRESENTED ON THE COMPANY'S WEB SITE(S) ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, RELIABILITY, NONINFRINGEMENT, RESULT OR OUTCOME. ANY REPRESENTATION OR WARRANTY THAT MIGHT BE OTHERWISE IMPLIED IS EXPRESSLY DISCLAIMED BY THE COMPANY AND THE INFORMATION PROVIDERS.

The Company does not represent or warrant that information and content provided in connection with the Services is or will be always up-to-date, complete, accurate or available for viewing. The Services include facts, views, opinions and recommendations of individuals and organizations deemed of interest. Neither the Company nor the Information Providers guarantee the accuracy, completeness or timeliness of, or otherwise endorses, these views, opinions or recommendations.

Limitation of Liability.

NEITHER THE COMPANY NOR ANY OF ITS INFORMATION PROVIDERS, MEMBERS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT,



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INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OF THE WEB SITE(S), ACCESS TO OR INABILITY TO ACCESS THE WEB SITE(S), USE OF OR RELIANCE ON THE INFORMATION IN OR THROUGH THE WEB SITE(S), OR RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLE DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER THE COMPANY NOR ANY OF ITS INFORMATION PROVIDERS, SUBSIDIARIES, AFFILIATES, SERVICE PROVIDERS, LICENSORS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AGENTS SHALL BE LIABLE TO YOU OR OTHERS FOR LIABILITY OR DAMAGES UNDER CONTRACT OR TORT THEORIES OR ANY DAMAGES CAUSED BY VIRUSES, "TROJAN HORSES," "WORMS," "TIME BOMBS," OR ANY OTHER DAMAGING COMPUTER PROGRAMMING ROUTINES OR ENGINES CONTAINED WITHIN ELECTRONIC FILES OF THE WEB SITE(S) OR ANY LINKED SITE, REGARDLESS OF PRIOR NOTICE TO THE COMPANY OR ITS INFORMATION PROVIDERS. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES TO YOU OR ANY THIRD PARTY FOR ANY DEFICIENCY, ERROR OR INTERRUPTION IN THE SERVICES.

Limitation of Claims.

Unless statute mandates a lesser period, any action on any claim against the Company and/or its Information Providers must be filed by the user within one (1) year following the date the claim first accrued or it shall be deemed waived.

Copyright Agent.

The Company will, in appropriate circumstances, remove from its Web site(s) information that might infringe the intellectual property rights of others. If you believe your work has been used or copied in a way that constitutes copyright infringement and such infringement is occurring on its Web site(s) or on sites to which the Web site(s) link, you must provide the Company's Copyright Agent with notice, including substantially the following:

- (i) A physical or electronic signature of the person authorized to act on behalf of the owner of the copyright interest that is allegedly infringed;
- (ii) A description of the copyrighted work or works that you claim have been infringed and an identification of what material in such work(s) is claimed to be infringing and which you request to be removed from the Web site. If multiple copyrighted works are covered by a single notification, a representative list of such works must be provided;
- (iii) Identification of the location on the Web site of the allegedly infringing material(s) reasonably sufficient to permit the Company to locate the material(s);
- (iv) Information reasonably sufficient to permit the Company to contact you, including your physical address, telephone number, fax number and, if available, your direct email address:



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(v) A statement by you that you have a good faith belief that the use of the material(s) in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

(vi) A statement by you that the information in your notice is accurate, and under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Notice of copyright infringement should be mailed to the Company's Copyright Agent at the following address:

By mail: Terri Rogers
1625-C East Donovan Road Santa Maria, CA 93454

THE COPYRIGHT AGENT SHOULD BE CONTACTED ONLY IF YOU BELIEVE THAT YOUR WORK HAS BEEN USED OR COPIED IN A WAY THAT CONSTITUTES COPYRIGHT INFRINGEMENT AND SUCH INFRINGEMENT IS OCCURRING ON THE WEB SITE OR ON SITES LINKED TO FROM THE WEB SITE. **ALL OTHER INQUIRIES DIRECTED TO THE COPYRIGHT AGENT WILL NOT RECEIVE A RESPONSE.**

Additional Disclosures and Information.

This Agreement together with the Company's Privacy Policy and any applicable end-user license agreement constitute the entire agreement between you and the Company regarding the use of the Services on the Company's Web site(s) and supersede any and all previous and contemporaneous oral and written agreements between you and the Company regarding your use of the Services.

The Company's Web site(s) (excluding linked sites) are controlled by the Company from its offices within the State of California, U.S.A. By accessing the Web site(s), you and the Company agree that all matters relating to your access to, or use of, the Web site(s) shall be governed by the statutes and laws of the State of California, without regard to conflicts of laws principles. You and the Company also agree and hereby submit to the exclusive personal jurisdiction and venue of the Superior Court of San Luis Obispo County and the United States District Court for the Central District of California with respect to such matters. The Company makes no representation that the Services (and the content and information included therein) are appropriate for use in other locations. Those who choose to access the Services from locations outside California shall be responsible for compliance with local laws, if and to the extent local laws are applicable.

If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the Company as reflected by that provision, and the remainder of this Agreement shall continue in full force and effect. Any failure by the Company to enforce or exercise any provision of this Agreement of Use or related rights shall not constitute a waiver of that right or provision. The headings used in this Agreement are inserted only for convenience and ease of



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reference, and are not to be considered in the construction or interpretation of any provision of this Agreement.

For additional information about this Web site, please contact our Webmaster at 805/928-2855.

Effective Date: 8/1/2008