

#### Terms of Use

Your access to and use of the website located at <a href="mailto:argos.co">antilles.argos.co</a> is governed by these terms of use (the "Terms of Use"). In these Terms of Use, "you" and "your" refer to (a) you, the individual accessing the Website, (b) any electronic agent accessing the Website on behalf of an individual or business entity, or (c) the business entity on whose behalf an individual or electronic agent is accessing the Website; and "Argos", "we", "us" or "our" refers to Argos USVI Corp., Argos St. Maarten N.V., Argos (Dominica) Ltd., and Cementos Argos Company Limited.

These Terms of Use constitute a contract between you and Argos. By accessing the Website, you acknowledge that you have read and understand these Terms of Use and that you agree to be bound by them in full. If you do not agree to these Terms of Use, do not use any portion of this Website.

### CHANGES TO THE TERMS OF USE

We may change these Terms of Use at any time, and the most recent version of the Terms of Use is posted on our Website. We will provide notice of the changes to the Terms of Use as we may deem reasonable, in our discretion. The version of these Terms of Use as posted here: <a href="mailto:antilles.argos.co">antilles.argos.co</a> on each respective date you visit the Website shall be the Terms of Use applicable to your access and use of the Website on that date. It is your responsibility to check these Terms of Use periodically for changes, Your continued use of the Website following the posting of changes will mean that you accept and agree to the changes. As long as you comply with these Terms of Use, Argos grants you a personal, non-exclusive, non-transferable, limited privilege to enter and use the Website.

Our electronically or otherwise properly stored copy of the Terms of Use shall be deemed to be the true, complete, valid, and authentic copy of the version of the Terms of Use which was in force on each respective date you visited the Website. We reserve the right to terminate these Terms of Use, or to refuse, restrict, or discontinue access to or use of the Website (or any portions, components, or features thereof) to you for any reason or for no reason whatsoever, at any time, without notice or liability.

### OWNERSHIP OF THE WEBSITE AND ACCESS LICENSE

You understand and agree that Argos owns, or, as applicable, has been licensed by third parties to use, all right, title, and interest in and to the Website, and all information, text, data, computer code, artwork, databases, graphics, images, logos, software, and other materials contained therein, and the compilation, collection, design, selection, and arrangement thereof (collectively, the "Content"), including but not limited to the design, structure, selection, coordination, expression, "look and feel," and arrangement of such Content.



You acknowledge that the Website is proprietary to Argos and is protected by trade dress, copyright, patent and trademark laws, and other applicable unfair competition, intellectual property, and other proprietary rights, laws, and treaties of the United States, Saint Maarten, Dominica, and Antigua, and other countries, and that you acquire no ownership interest in the Website by accessing and using the Website. For the avoidance of doubt, "Content" does not include any Third Party Materials (as defined below) or any features, opportunities, or services made available through third party websites.

Argos grants you a personal, non-exclusive, non-transferable, revocable, limited license to use the Website, and subject to the condition that you do not (and do not allow any third party to) copy, reproduce, republish, modify, create a derivative work from, reverse engineer, reverse assemble, or otherwise attempt to discover any source code, sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in or access to the Website, or any other Content available via the Website. All rights not expressly granted to you in these Terms of Use are reserved and retained by Argos.

#### PRIVACY POLICY

Argo's Privacy Policy applies to the use of this Website, and its terms are made a part of these Terms of Use by this reference. You agree to review Argos' Privacy Policy posted on this Website, which can be accessed <a href="hereclick">hereclick</a> Additionally, by using the Website, you acknowledge and agree that Internet transmissions are never completely private or secure. You understand that any message or information you send to the Website may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

#### **USE OF THE WEBSITE**

Argos reserves the right to do any of the following at any time without notice: (i) modify, suspend, or terminate operation of or access to the Website, or any portion thereof, for any reason; (ii) modify or change the Website, or any portion thereof, and any applicable policies or terms; and (iii) interrupt the operation of the Website, or any portion thereof, as necessary to perform routine or non-routine maintenance, perform error correction, or make other changes.

Any use or attempted use of the Website (i) for any unlawful, unauthorized, fraudulent or malicious purpose; (ii) that could damage, disable, overburden, or impair any server, or the network(s) connected to any server; (iii) that could interfere with any other party's use and enjoyment of the Website; (iv) to gain unauthorized access to any other accounts, computer systems or networks connected to any server or systems through hacking, password mining or any other means; (v) to access systems, data or information not intended by Argos to be made accessible to a user; (vi) to attempt to obtain any materials or information through any means not intentionally made available by us; or (vii) for any use other than the purpose for which it was intended, is prohibited.



In addition, in connection with your use of the Website, you agree you will not:

- a. Create a false identity for the purpose of misleading others or impersonate any person or entity, including, without limitation, any Argos representative, or falsely state or otherwise misrepresent your affiliation with any person or entity;
- b. Register, subscribe, attempt to register, attempt to subscribe, unsubscribe, or attempt to unsubscribe, any other party for any products or services if you are not expressly authorized by such party to do so;
- c. Probe, scan, test the vulnerability of or breach the authentication measures of the Website or any related networks or systems;
- d. Transmit files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of the Website or another's computer or property of another, or transmit any material that you do not have a right to transmit;
- e. Use any robot, spider, scraper, or other automated device, program, algorithm or methodology, or any similar or equivalent manual means to access, acquire, copy or monitor any portion of the Website, or any Content or information thereon, or in any way reproduce or circumvent the navigational structure or presentation of the Website or any Content, to obtain or attempt to obtain any materials, documents or information through any means not purposely made available through the Website;
- f. Use any logo or trademark of Argos as a hyperlink "button", or in any other manner, without Argos's express written consent;
- g. Cause the hyperlink to the Website, or the Website or any Content, to be displayed in any way that is disparaging to Argos or any affiliated or associated entity; or otherwise implying or stating that any type of relationship or special arrangements exist with Argos and any other entity; or
- h. Violate any applicable local, state, national or international law.

#### **SUBMISSIONS**

Any information, communications, or material of any type or nature that you submit through the Website (collectively, a "Submission") is done at your own risk and without any expectation of privacy. You are fully responsible for all Submissions, which must comply with these Terms of Use. You hereby represent and warrant that you have the full legal right to so use such Submissions and that they, and any content or material contained therein, are not confidential or proprietary to any third party, nor are you using it in violation of any law or contractual restriction.

#### **ELECTRONIC COMMUNICATIONS**

You consent to receive communications from us electronically. We will communicate with you by e-mail at the address you may supply to us, or by posting notices on the Website. 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.

### REPRESENTATIONS AND WARRANTIES

You represent, warrant and covenant to Argos as follows as of each date you access the Website:

- a. You are of legal age according to the law of your country of residence;
- b. The execution, delivery, and performance of these Terms of Use and the consummation of the transactions contemplated hereby are duly authorized and within your power and legal right;
- c. If you are accessing this Website on behalf of a company or another third party, you have all requisite power and authority to act on behalf of such company or third party;
- d. All information you supply to us through the Website is correct and complete in all material respects, and disclosure of such information to us has been properly authorized at the time of such disclosure (and such authorization has not been revoked during the Term); you shall immediately update such information on an as-needed basis to ensure that it remains correct and complete during the Term;
- e. You shall not use the Website for any unlawful and/or unauthorized purpose;

#### **DISCLAIMERS**

You acknowledge and agree that your use of the Website is at your own risk.

THE INFORMATION, SOFTWARE, CONTENT, SERVICES, OR MATERIALS AVAILABLE FROM OR PROVIDED ON THE WEBSITE ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT WARRANTIES OR GUARANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES IMPLIED BY A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE.

ARGOS DOES NOT REPRESENT, WARRANT OR COVENANT THAT THE WEBSITE IS OR WILL BE ACCURATE, CURRENT, COMPLETE, FREE OF TECHNICAL AND TYPOGRAPHICAL ERRORS, SECURE, RELIABLE, OR APPROPRIATE FOR ANY PARTICULAR USE TO WHICH YOU OR ANY THIRD PARTY MAY CHOOSE TO PUT IT, IT IS OR WILL BE AVAILABLE ON AN UNINTERRUPTED AND ERROR-FREE BASIS, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE IS FREE OF VIRUSES OR OTHER DISABLING DEVICES OR HARMFUL COMPONENTS. ARGOS PERIODICALLY AMENDS, CHANGES, ADDS, DELETES, UPDATES, OR ALTERS THE WEBSITE WITHOUT NOTICE. FURTHER, ARGOS ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE WEBSITE. ARGOS SPECIFICALLY DISCLAIMS ANY DUTY TO UPDATE THE CONTENT, OR ANY OTHER INFORMATION ON THE WEBSITE.



The above disclaimer applies to any damages, liability or injuries caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction of or unauthorized access to, alteration of, or use, whether for breach of contract, tort, negligence or any other cause of action.

### LIMITATION OF LIABILITY

IN NO EVENT SHALL ARGOS, ITS CONTRACTORS, SUPPLIERS, CONTENT PROVIDERS, OR THE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS OF EACH OF THE FOREGOING (COLLECTIVELY, THE "ARGOS PARTIES"), BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS, COST, DAMAGE, OR OTHER INJURY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH: (A) THE USE OF, OR RELIANCE ON, THE WEBSITE; (B) THE SECURITY OF THE WEBSITE; (C) THE USE, COPYING, OR DISPLAY OF THE WEBSITE OR THE TRANSMISSION OF INFORMATION TO OR FROM THE WEBSITE OVER THE INTERNET; (D) ARGOS'S PERFORMANCE OF, OR FAILURE TO PERFORM, ITS OBLIGATIONS IN CONNECTION WITH THESE TERMS OF USE; OR (E) THE AVAILABILITY, RELIABILITY, ACCURACY, TIMELINESS, OR QUALITY OF THE SERVICES AVAILABLE THROUGH THE WEBSITE.

UNDER NO CIRCUMSTANCES SHALL ANY OF THE ARGOS PARTIES BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, OR SIMILAR DAMAGES OR COSTS (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR DATA, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO PROPERTY, LOSS OF USE, BUSINESS INTERRUPTION, AND CLAIMS OF THIRD PARTIES) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE, THE WEBSITE, OR ANYTHING DESCRIBED IN THE FOREGOING CLAUSES (A) THROUGH (E) OF THIS SUBSECTION, OR ANY OTHER CAUSE BEYOND THE CONTROL OF ARGOS, EVEN IF ARGOS WAS ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. IN A JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES, THE AGGREGATE LIABILITY OF ANY AND ALL OF THE ARGOS PARTIES SHALL BE LIMITED IN ACCORDANCE WITH THESE TERMS OF USE TO THE FULLEST EXTENT PERMITTED BY LAW.

WITHOUT LIMITING ANY OF THE FOREGOING, IF ANY OF THE ARGOS PARTIES IS FOUND LIABLE TO YOU OR TO ANY THIRD PARTY AS A RESULT OF ANY CLAIMS OR OTHER MATTERS ARISING UNDER OR IN CONNECTION WITH THESE TERMS OF USE OR THE WEBSITE, THE ARGOS PARTIES' CUMULATIVE, AGGREGATE, AND MAXIMUM LIABILITY FOR ALL SUCH CLAIMS AND OTHER MATTERS IN ANY CALENDAR YEAR SHALL NOT EXCEED USD \$100.

#### INDEMNIFICATION

You agree to indemnify, defend and hold each of the Argos Parties harmless from and against all claims, demands, suits or other proceedings, and all resulting loss, damage, liability, cost, and expense (including attorneys' fees), brought by any third party in



connection with or arising out of data that you transmit through the Website, your access to and use of the Website, your violation of these Terms of Use, your violation of any applicable law, regulation or code, or your violation of any rights of another person. We reserve, and you grant to us, the right to assume exclusive defense and control of any matter subject to indemnification by you hereunder. All rights and duties of indemnification that are set forth herein shall survive termination of these Terms of Use.

#### VIOLATION OF THESE TERMS OF USE

Argos may disclose any information we have about you (including your identity) if we determine that such disclosure is necessary in connection with any investigation or complaint regarding your use of the Website, or to identify, contact or bring legal action against someone who may be causing injury to or interference with (either intentionally or unintentionally) Argos' rights or property, or the rights or property of visitors to or users of the Website, including Argos' customers. Argos reserves the right at all times to disclose any information that Argos deems necessary to comply with any applicable law, regulation, legal process or governmental request. Argos also may disclose your information when Argos determines that applicable law requires or permits such disclosure, including exchanging information with other companies and organizations for fraud protection purposes.

You acknowledge and agree that Argos may preserve any transmittal or communication by you with Argos through the Website or any service offered on or through the Website, and may also disclose such data if required to do so by law or Argos determines that such preservation or disclosure is reasonably necessary to (1) comply with legal process, (2) enforce these Terms of Use, (3) respond to claims that any such data violates the rights of others, or (4) protect the rights, property or personal safety of Argos, its employees, users of or visitors to the Website, and the public.

If Argos does take any legal action against you as a result of your violation of these Terms of Use, Argos will be entitled to recover from you, and you agree to pay, all reasonable attorneys' fees and costs of such action, in addition to any other relief granted to Argos. You agree that Argos will not be liable to you or to any third party for termination of your access to the Website as a result of any violation of these Terms of Use.

### **TERMINATION; SUSPENSION**

If you violate any term(s) of these Terms of Use or your use of the Website results in (or is reasonably likely to result in) damage to or material degradation of the Website which interferes with Argos's ability to provide access to the Website to other customers,



Argos may, without waiving any other rights and at its sole discretion, terminate or suspend your access to the Website immediately without notice.

#### TYPOGRAPHICAL ERRORS

The Website could include technical inaccuracies or typographical errors. Argos shall have no liability in connection with any such inaccuracies or errors, nor shall Argos have any obligation to identify and/or correct any such inaccuracies or errors.

#### LINKED WEBSITES

If any hyperlinks may be posted on the Website that link to other websites not under our control, we are not responsible for, and these Terms of Use do not apply to, those websites that we do not own or control.

#### DISCLAIMER OF THIRD PARTY INFORMATION

Argos has no control over any information, material, or functionality on the Website that is provided by third parties ("Third Party Materials"). Argos does not represent the accuracy or reliability of any information provided by any third party, or represent or warrant that your use of any Third Party Materials will not infringe rights of third parties not owned by or affiliated with Argos.

### **GENERAL**

These Terms of Use shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Argos may assign its rights and duties under these Terms of Use at any time to any third party without notice. You may not assign these Terms of Use. To the extent any portion of these Terms of Use shall be deemed unenforceable by a court of competent jurisdiction, such portion may be modified by the court to the extent necessary to cause such portion to be enforceable, and these Terms of Use as so modified will remain in full force and effect. Any waiver by Argos of any provisions contained in these Terms of Use shall not be deemed to be a waiver of any other right, term, or provision of these Terms of Use. Any rights not expressly granted herein are reserved.

#### GOVERNING LAW/JURISDICTION/VENUE/CLAIMS LIMITATION

These Terms of Use shall be governed by and construed under the laws of the United States Virgin Islands, Dominicana, Antigua, and Saint Maarten, as the case may be, without regard to its conflicts of laws principles. You hereby expressly consent and irrevocably submit to the Terms of Use to the exclusive jurisdiction of the state and federal courts in the United States Virgin Islands, and in the Commonwealth of Dominica, Antigua, and in Saint Maarten, as applicable, for resolution of any matters



related to these Terms of Use, your access to and use of the Website. You expressly waive any claim that venue is improper for any reason in these courts. Any legal action brought by you that arises out of or relates to these Terms of Use or your access to and use of the Website must be commenced within one year after the cause of action arises.

### **CONTACT US**

If you have any questions or concerns, or wish to request additional information, please contact us at: +1-721-542-2190

To provide notices to us in connection with these Terms of Use, please contact us by mail at:

Argos St. Maarten

Juancho Yrasquin Blvd 107 Philipsburg, St. Maarten

#### LAST UPDATED

These Terms of Use were last updated on 2022.