# TERMS OF USE

PLEASE READ THESE TERMS OF USE CAREFULLY. IT IS IMPORTANT TO UNDERSTAND THAT THESE TERMS OF USE CONSTITUTE A LEGALLY BINDING CONTRACT BETWEEN THE OWNER OF THIS WEBSITE AND YOU. BY USING THIS WEBSITE, YOU ARE AGREEING TO BE BOUND BY EACH OF THESE TERMS OF USE WITHOUT LIMITATION OR QUALIFICATION. IF YOU DO NOT ACCEPT ALL OF THESE TERMS OF USE, DO NOT ACCESS OR USE THIS WEBSITE IN ANY MANNER FOR ANY PURPOSE.

THIS WEBSITE IS OWNED BY CROWN CASTLE INC. ALL REFERENCES IN THESE TERMS OF USE TO "CROWN CASTLE," "WE," "US," "OUR" AND LIKE TERMS SHALL MEAN CROWN CASTLE INC. AND ITS SUBSIDIARIES AND AFFILIATED COMPANIES. CROWN CASTLE RESERVES THE RIGHT TO CHANGE THESE TERMS OF USE AT ANY TIME BY POSTING THE AMENDED TERMS OF USE ON THIS WEBSITE, AND SUCH AMENDED TERMS OF USE WILL BE EFFECTIVE FOR ALL USE OF THIS WEBSITE ONCE THEY ARE POSTED. YOUR CONTINUED USE AFTER THE POSTING OF SUCH AMENDED TERMS OF USE SHALL CONSTITUTE YOUR ACCEPTANCE OF THE AMENDED TERMS OF USE SHALL CONSTITUTE YOUR ACCEPTANCE OF THE AMENDED TERMS OF USE.

## 1. How You can Use this Site

This website is intended only as a source of information, and is made available only for your personal and internal use. Subject to these terms of use, you are permitted to display and make copies of materials made available to you through this website, but only for your personal and internal use. This permission terminates automatically if you breach any of these terms of use. Upon termination, you must immediately destroy any downloaded and/or printed materials. You agree not to reproduce, distribute, retransmit, upload, download, store, display in public, sell, publish, broadcast, perform, alter or modify any materials made available to you through this website, unless you have obtained Crown Castle's prior express written consent. You agree to utilize passwords that conform to Crown Castle's security requirements, which may be amended from time to time and Crown Castle may require you to change your password. Additionally, you agree not to:

- interfere with others' use of this website or act in a way that negatively affects other users' enjoyment of this website;
- upload, post, e-mail, transmit or otherwise use any viruses, cancel bots, Trojan horses, harmful code, or other computer programs or code designed to interrupt this website, users' ability to enjoy this website, or the proper functioning of any software, hardware or equipment or materials used in connection with this website;
- circumvent access controls or attempt to gain access to portions of this website which you are not authorized to access;
- use or exploit any errors in design, features which have not been documented, or "bugs" to gain access in any way that is not generally known and intentionally made available by Crown Castle;
- harass, stalk, threaten or abuse other people when using this website in any manner;
- send any bulk unsolicited advertising, promotional information, e-mail or other solicitation (including without limitation junk mail, "spam," chain letters or pyramid schemes of any sort) to any person through the use of this website;
- frame or mirror any part of this website without our express prior written consent;
- use a false identity or impersonate any other person or misrepresent a relationship with any person or entity, including misrepresenting a relationship with Crown Castle;
- use a User ID not assigned to you;
- divulge your password to another person or store it on your or another party's computer, on paper or in any other unsecure location;
- use the website resources to gain, or attempt to gain, unauthorized access to remote computers;

# **TERMS OF USE**

- forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted through this website;
- create a database by systematically downloading and storing content from this website;
- use any robot, spider, site search/retrieval application or other manual or automatic device to retrieve, index, "scrape," "data mine" or in any way gather information, content or other materials from this website or reproduce or circumvent the navigational structure or presentation of this website;
- intentionally or unintentionally violate any applicable local, state, national or international law and any regulations having the force of law;
- attempt any of the above acts or engage or permit another person to do any of the above acts; or
- use this website other than in accordance with these terms of use.

### 2. Website Content

The content available on this website is not, and should not be construed as, an offer for sale of any goods or services, or investment, financial, business, legal or other advice of any kind. Content on this website may contain inaccuracies or errors and may not be up to date. In addition, content on this website may be changed or updated at any time without notice. Crown Castle may also make improvements or changes in the products, programs and services described on this website at any time without notice.

This website and the content of this website, including, but not limited to, its wallpaper, text, graphics, artwork, diagrams, characters, images, software, code, icons and other materials, is the property of Crown Castle or its licensors. Without exception, even when not so indicated with a copyright symbol, these materials and their arrangement is protected by the copyright laws of the United States of America and other countries. Except for the limited permission to use this website for your personal, internal, non-commercial use, when you use this website you are not receiving a license or any other rights, including, but not limited to, any intellectual property or other proprietary rights, from Crown Castle. Any unauthorized use of any material contained on this website may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

### 3. Names and Logos

Crown Castle, the Crown Castle logo, the CCIsites logo, all product names, all page headers, all custom graphics, all button icons, and all trademarks, service marks and logos appearing on this website, unless otherwise noted, are trademarks, service marks and trade dress of Crown Castle ("Marks"). You agree not to display or use the Marks in any manner without our express prior written consent. All other product names, service names and company names are the property of their respective owners. You agree not to display or use any such other product names, service names or company names without the prior written permission of such owners. The use or misuse of the Marks or any such other product names, service names or company names is expressly prohibited.

### 4. Privacy and Data Protection

Any information that we may collect from you during your use of this website is subject to and will be handled in accordance with our then-current Privacy Statement, which is hereby incorporated by reference and forms part of these terms of use. By agreeing to these terms of use, you acknowledge you have read and understood the terms of our <u>Privacy Statement</u> and that

# **TERMS OF USE**

you agree with it. With the exception of personal information, which may be protected by applicable privacy and data protection laws, any communication or material you post or transmit to us over the Internet is, and will be treated as non-confidential and non-proprietary. Upon the posting or transmission of any personal information to us, you expressly grant permission to us to disseminate and use such information for any lawful purpose as detailed in our <u>Privacy Statement</u>.

### 5. Registration and Accounts

In order to access some features and functions of or available through this website, such as CCIsites<sup>TM</sup>, you may be required to register, create an account and accept certain additional online terms and conditions. When registering and creating your account, you must provide accurate and complete information. You are solely responsible for the activity that occurs on your account, and you must keep your account password secure. Although Crown Castle will not be liable for your losses caused by any unauthorized use of your account, you may be liable for the losses of Crown Castle or others due to such unauthorized use.

### 6. Global Availability

Information that Crown Castle publishes on this website may contain references or cross references to Crown Castle products, programs and services that are not announced or available in your country. Such references do not imply that Crown Castle intends to announce such products, programs or services in your country. Consult your local Crown Castle business contact for information regarding the products, programs and services which may be available to you.

### 7. Links to Other Sites

This website may contain links to other websites, applications or content, which links may appear to such other websites, applications or content hosted or provided by third parties into the interface of this website. Your use of any such other websites, applications and content is subject to the legal terms and privacy policies established by such third parties. Crown Castle makes no representations or warranties whatsoever about any other websites, applications or content which you may access through this website. When you access any non-Crown Castle website, application or content, even one that may contain the Crown Castle logo, you understand that it is independent from Crown Castle, that Crown Castle has no control over it, and that Crown Castle assumes no responsibility for its subject matter, legal terms, privacy policies or practices. In addition, you agree that a link to any non-Crown Castle website, application or content does not mean that Crown Castle endorses or approves it or its use. By using this website, you expressly relieve Crown Castle from any and all liability arising from your use of any third party websites, applications or content.

### 8. Disclaimer

YOU EXPRESSLY UNDERSTAND AND AGREE THAT: THIS WEBSITE AND THE MATERIALS PROVIDED THROUGHOUT THIS WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, ORAL, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CROWN CASTLE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRAN-TIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, TITLE AND NON-INFRINGE-MENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. CROWN CASTLE DOES NOT REPRESENT OR WARRANT THAT (i) THIS WEBSITE WILL MEET YOUR REQUIREMENTS,

# **TERMS OF USE**

(ii) THIS WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THIS WEBSITE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH THIS WEBSITE WILL MEET YOUR EXPECTATIONS, (v) ANY ERRORS IN THIS WEBSITE WILL BE CORRECTED; OR (vi) MATERIALS ON THIS WEBSITE ARE ACCURATE, COMPLETE, RELIABLE, CURRENT OR ERROR-FREE. AD-DITIONALLY, CROWN CASTLE DOES NOT REPRESENT OR WARRANT THAT THIS WEBSITE OR ITS SERVER(S) ARE FREE OF VIRUSES, MALWARE OR OTHER HARMFUL COMPONENTS. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THIS WEBSITE IS DONE AT YOUR SOLE DISCRETION AND RISK, AND YOU AGREE TO BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM(S) OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR IN-FORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CROWN CASTLE OR THROUGH OR FROM THIS WEBSITE CAN MODIFY THE TERMS OF THIS DISCLAIMER. Applicable law in some jurisdictions may not allow the disclaimer of certain warranties, so some or all of the above disclaimer may not apply to you in some jurisdictions.

## 9. Liability Disclaimer

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL CROWN CASTLE BE LIABLE TO YOU (OR ANY THIRD PARTY MAKING CLAIMS THROUGH YOU) FOR ANY DAMAGES WHATSO-EVER, REGARDLESS OF THE FORM OF THE CLAIM OR THE THEORY OF RECOVERY, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF USE, PROFITS OR DATA, BUSINESS INTERRUPTION OR OTHER INTANGIBLES, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, UNAUTHORIZED ACCESS TO AND TAM-PERING WITH YOUR PERSONAL INFORMATION OR TRANSMISSIONS, OR ARISING OUT OF OR RELATED TO ANY USE, INABILITY TO USE, PERFORMANCE OR NON-PERFORMANCE OF THIS WEBSITE, EVEN IF CROWN CASTLE HAS BEEN EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Applicable law in some jurisdictions may not allow the limitation or exclusion of liability for incidental or consequential damages, so some or all of the above limitation or exclusion may not apply to you in such jurisdictions. In such case, Crown Castle's liabilities that would have been limited shall not exceed one hundred dollars (US \$100).

## 10. Indemnity

YOU RELEASE CROWN CASTLE INC., TOGETHER WITH ITS SUBSIDIARIES AND AFFILIATE COMPANIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SHAREHOLDERS, SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "Crown Castle Group") from any liability for, will indemnify and hold harmless the members of the Crown Castle Group from and against any and all damages, fines, penalties, deficiencies, remedial obligations, losses, liabilities (including without limitation settlements and judgments), fees and expenses of every character, kind and nature (including without limitation interest, court costs and fees and expenses of attorneys, accountants, experts and other professionals), and at Crown Castle's option will defend the members of the Crown Castle Group from any and all causes of action, claims, demands, actions, lawsuits and proceedings of every character, kind and nature, that in each case are suffered, incurred or sustained by any member of the Crown Castle Group or to which any member of the Crown Castle Group becomes subject, arising out of or related to YOUR ACCESS TO OR USE OF THIS WEBSITE, OR YOUR VIOLATION OF THESE TERMS OF USE OR THE RIGHTS OF ANY THIRD PARTY.

# **TERMS OF USE**

## 11. Minors

This website is a general audience website and a business website. As such, it is not intended for children or minors. Although it may contain information that may be of interest to children, our website is not directed at children and we do not knowingly collect or solicit personal information from children under the age 13. Use of this website is prohibited for anyone under the age of 13. If you are between 13 and 18 years of age, you must secure authorization from your parents or legal guardian before using this website.

### 12. Infringing or Objectionable Content

If you would like to make a complaint because you believe content on this website is objectionable or infringes copyright or any other rights, you may contact us at:

Crown Castle INC. Attn: DMCA Notification – Legal Department 2000 Corporate Drive, Canonsburg, PA 15317

Your complaint should:

- specify the content which you allege is infringing or objectionable;
- provide an explanation of why you believe the content is infringing or objectionable; and
- provide your contact details.

Specifically, in relation to alleged infringement of copyright, your complaint must include the following:

- a physical or electronic signature of a person authorized to act on behalf of the owner of a right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;
- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material;
- information reasonably sufficient to permit us to contact you, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- a statement that you 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
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Upon receipt of such notification of alleged copyright infringement, Crown Castle will promptly investigate the matter, and, if appropriate, remove or disable access to the allegedly infringing material. After Crown Castle removes or disables access to such material, if such material was posted by a user of this website, Crown Castle will notify the party that posted the material of its action. Such party may then provide Crown Castle's designated agent proper "counter-notification" stating his, her or its authority to post the allegedly infringing material, which Crown Castle will forward to the alleged copyright owner. Crown Castle will inform the alleged copyright owner that Crown Castle will repost the removed material or cease disabling access to it in 10 to 14 business days unless the alleged copyright owner sends a second notification to Crown Castle's designated agent stating that it has filed suit against the alleged infringer.

# **TERMS OF USE**

An effective counter-notification must be sent to Crown Castle's designated agent, whose name and address are listed above. The notice must include the following information:

- The counter-notifying party's physical or electronic signature;
- Identification of the material that has been removed or disabled and the location where the material was before its removal or disablement;
- A statement, under penalty of perjury, that the party has a good faith belief that the material was removed or disabled as a result of mistake or misidentification; and
- The counter-notifying party's name, address, phone number, and a statement that the party consents to the jurisdiction of the federal court in its district, or if the subscriber is foreign, it consents to any jurisdiction where Crown Castle is subject to jurisdiction, and that the subscriber will accept service of process from the person who provided Crown Castle with notification or an agent of such a person.

If you are dissatisfied with our handling of your complaint, you may have the right to escalate it to appropriate officials in your jurisdiction.

## 13. Termination

We reserve the right, in our sole discretion, to modify or discontinue, temporarily or permanently, all or any part of this website, at any time and for any reason and without notice, including, but not limited to:

- restricting the time all or any part of this website is available;
- restricting the amount of use all or any part of this website is permitted; or
- restricting or terminating any user's right to use all or any part of this website.

We reserve the right to suspend or terminate use of this website by anyone:

- who does not follow these terms of use, but we have no obligation to do so;
- if there is an emergency or we need to perform some maintenance on our website; or
- for any other reason, in our sole discretion.

You agree that we are not liable to you (or any third party making claims through you) for any termination, suspension, restriction, modification or discontinuance of this website. The provisions of these terms of use survive termination of your use or any termination, suspension, restriction, modification or discontinuance of this website.

### 14. Governing Law

This website is controlled by Crown Castle from its offices within the Commonwealth of Pennsylvania, United States of America. These terms of use, the rights and obligations of the parties under these terms of use and your use of this website will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, United States of America, and applicable federal law, without giving effect to the principles thereof or of any other jurisdiction relating to the conflicts of laws. Those who choose to access this website from outside of the United States of America do so on their own initiative and are responsible for compliance with local laws.

## 15. Venue

# **TERMS OF USE**

You knowingly, voluntarily, unconditionally and irrevocably agree that any claim brought by you that arises out of or relates to these terms of use, the rights and obligations of the parties under these terms of use or your use of this website must be brought solely and exclusively in the United States District Court for the Western District of Pennsylvania or in the state courts of the Commonwealth of Pennsylvania located in Washington County, Pennsylvania, United States of America, and you accept and submit to the sole and exclusive jurisdiction of such courts in personam with respect to any claim brought by you or against you by Crown Castle.

## 16. No Waiver

The failure by Crown Castle to insist upon strict performance of any provision of these terms of use, or to exercise any rights or remedies, will not be construed as a waiver of its rights to assert any of the same or to rely on any such provisions at any time thereafter. Any waiver by Crown Castle must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by Crown Castle of any breach of any provision of these terms of use or of any right provided for herein will be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under these terms of use.

### 17. Severability

If any provision of these terms of use conflicts with the law under which these terms of use are to be construed or if any such provision is held invalid or unenforceable by a court with jurisdiction over the parties, such provision will be deemed to be modified or restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, or if and to the extent such modification or restatement is not permitted under applicable law, such provision will be severed from these terms of use. The remaining provisions and the application of the challenged provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each such provision will be valid and enforceable to the greatest extent permitted by applicable law.

### 18. Entire Agreement

These terms of use are the entire agreement between you and Crown Castle with respect to their subject matter and supersede all prior agreements and understandings relating to such subject matter, and there are no other representations, warranties, promises, covenants, commitments, understandings or agreements between you and Crown Castle relative to such subject matter.

Copyright © 2022, Crown Castle Inc. All rights reserved.