

## **Terms of Use Agreement**

Be sure to read the Terms of Use below as they cover the terms and conditions that apply to your use of the BuildStar.com site, including any content or services accessible through such site (referred to as the "service"). BuildStar may change the Terms of Use from time to time. By continuing to use the service following such modifications, you agree to be bound by such modifications to the Terms of Use. The use by you of any content or services accessible through the service may be subject to your acceptance of separate agreements with BuildStar or third parties.

### **General Terms and Conditions**

#### **Internet Access**

You acknowledge and agree that you must: (a) provide for your own access to the Internet and pay any service fees associated with such access, and (b) provide all equipment necessary for you to make such connection to the Internet, including a computer and modem.

#### **Availability, Safeguards and Modifications**

BuildStar will, on a best efforts basis, employ reasonable and prudent procedures to safeguard your data, the operational functionality, and the availability of the BuildStar product(s). BuildStar will create daily backups and a change log client data. Planned outages are scheduled for off peak times to minimize the impact to clients. BuildStar reserves the right to enhance and or improve the functionality of the BuildStar product(s), to modify this service, including but not limited to, the features, services or other information without client consent if it is believed that such modifications will not have an adverse effect. Clients will be notified of new releases and significant functionality changes.

#### **Liabilities**

While BuildStar does follow reasonable and prudent procedures, on a best efforts basis to maintain availability and data integrity, BuildStar does not warrant that the service is free from bugs, viruses, errors, or other program limitations nor does BuildStar warrant access to the Internet or to any other service or content through the service. You agree that use of the service, including any applets, software, content and services accessible therein, is at your own risk.

The service is provided "as is," without warranty of any kind, either express or implied, and BuildStar and its suppliers disclaim any and all warranties, including, but not limited to: (1) any warranties concerning access to the service, the availability, accuracy, loss of data, usefulness of content, products or services and (2) any warranties of title, warranty of non-infringement, warranties of merchantability or fitness for a particular purpose.

The entire liability of BuildStar and its representatives for any reason shall be limited to the amount paid by the client for the related services or content purchased from BuildStar, its authorized reseller or its service providers. To the maximum extent permitted by applicable law, BuildStar and its subsidiaries, affiliates, licensors, participating financial institutions, third-party content or service providers, distributors, dealers or suppliers ("representatives") are not liable for any indirect, special, incidental, or consequential damages (including, but not limited to: damages for loss of business, loss of profits or investment, or the like), whether based on breach of contract, breach of warranty, tort (including negligence), product liability or otherwise, even if BuildStar or its representatives have been advised of the possibility of such damages, and even if a remedy set forth herein is found to have failed of its essential purpose.

Some states do not allow the limitation and/or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. The limitations of damages set forth above are fundamental elements of the basis of the bargain between BuildStar and you. BuildStar would not be able to have provided this service to you without such limitations.

### **Service Access and Use of Data**

BuildStar will maintain the privacy of the client's data but does have the right to use data anonymously in support of the service. BuildStar has the right to access the data in your account for purposes of client support, system maintenance, and product improvement. If the client's BuildStar service is terminated, BuildStar will provide the client with an electronic copy of their data stored in BuildStar.

### **Copyrights and Trademarks**

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### **User Conduct on the Service**

While using the Web site, you may not:

Post or transmit any unlawful, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, offensive, or otherwise objectionable information of any kind, including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or foreign law, including without limitation the U.S. export control laws and regulations; or

Post or transmit any advertisements, solicitations, chain letters, pyramid schemes, investment opportunities or schemes or other unsolicited commercial communication (except as otherwise expressly permitted by BuildStar) or engage in spamming or flooding; or

Post or transmit any information or software which contains a virus, Trojan horse, worm or other harmful component; or

Post, publish, transmit, reproduce, distribute or in any way exploit any information, software or other material obtained through the service for commercial purposes (other than as expressly permitted by the provider of such information, software or other material); or

Post, publish, transmit, reproduce, or distribute in any way, information, software or other material obtained through the service which is protected by copyright, or other proprietary right, or derivative works with respect thereto, without obtaining permission of the copyright owner or right holder; or

Upload, post, publish, reproduce, transmit or distribute in any way any component of the service itself or derivative works with respect thereto, as the service is copyrighted as a collective work under U.S. copyright laws. BuildStar has no obligation to monitor the service. However, you acknowledge and agree that BuildStar has the right to monitor the service electronically from time to time and to disclose any information as necessary or appropriate to satisfy any law, regulation or other governmental request, to operate the service properly, or to protect itself or its subscribers. BuildStar will not intentionally monitor or disclose any private electronic-mail message unless required by law. BuildStar reserves the right to request and require clients to remove any information or materials, in whole or in part, that, in its discretion, are unacceptable, undesirable, inappropriate or in violation of these Terms of Use.

### **Third Party Provided Content or Services**

Clicking on certain links within this Web site might take you to other Web sites for which BuildStar assumes no responsibility of any kind for the content availability or otherwise. The content presented at this site may vary depending upon your browser limitations. Neither BuildStar nor any of its content or service providers shall be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

### **Third Party Links From and To Service**

You acknowledge and agree that BuildStar has no responsibility for the accuracy or availability of information or services provided by third party linked sites. Links to such sites do not constitute an endorsement by BuildStar of such sites or the content, services, products, advertising or other materials presented on such sites.

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### **Purchases through Third Parties**

BuildStar reserves the right to present links to, information about, and advertisement or a marketplace for services and supplies. You have the ability to specify what your clients can and cannot view. If you wish to make purchases through the service, you may be asked by the merchant or information or service provider from whom you are making the purchase to supply certain information, including credit card or other payment mechanism information. You agree

not to hold BuildStar liable for any loss or damage of any sort incurred as a result of any such dealings with any merchant or information or service provider through the service. You agree that all information you provide any merchant or information or service provider through the service for purposes of making purchases will be accurate, complete and current. The merchants and information and service providers offering merchandise, information and services through the service set their own prices and may change prices or institute new prices at any time. You agree to pay all charges incurred by users of your account and credit card or other payment mechanism at the prices in effect when such charges are incurred. You also will be responsible for paying any applicable taxes relating to purchases through the service.

**Miscellaneous**

The Terms of and the relationship between you and BuildStar shall be governed by the laws of the State of Utah without regard to its conflict of law provisions. You and BuildStar agree to submit to the personal and exclusive jurisdiction of the courts located within the state of Utah.

The failure of BuildStar to exercise or enforce any right or provision of the Terms of Use shall not constitute a waiver of such right or provision. If any provision of the Terms of Use is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms of Use remain in full force and effect.

You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the service or the Terms of Use must be filed within one (1) year after such claim or cause of action arose or be forever barred.

By accessing and using the service you agree to the Terms of Use.

I agree to the terms of use outlined in this document.

Client Agreement

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_