

CUSTOMER AGREEMENT/TERMS OF SERVICE

I, the undersigned, agree that I have read, understand, and agree to, all terms and conditions expressed in the statements below.

Name (please print): _____

Account#

Signature: _____

Date: _____

Thank you for enrolling in Profile Plus! The following agreement (this "Agreement" or the "Terms of Service") describes the terms on which Building Brothers, Inc. ("BBI") offers you access to its services.

This offer is conditioned on your agreement to all of the terms and conditions contained in the Terms of Service, including your compliance with the policies and terms linked to (by way of the provided URLs) from this Agreement. By enrolling in Profile Plus!, you agree to these Terms of Service. If you do not so agree, you should decline this agreement, in which case you are prohibited from accessing or using Profile Plus!

BBI may amend this Agreement at any time in its sole discretion, effective upon posting the amended Agreement at the domain or subdomains of <http://buildingbros.com> where the prior version of this Agreement was posted, or by communicating these changes through any written contact method we have established with you.

THE SERVICES AND CONTENT OF Profile Plus!

1.1 Basic description of the service: Profile Plus!, a data collection and tracking service, including software and websites.

"Profile Plus!" is the online data collection and tracking service offered by BBI, including the software provided to you by BBI (collectively, the "BBI Software") and the online environments that support the service, including without limitation access to the websites and services available from the domain and subdomains of <http://buildingbros.com> (the "Websites"). The Websites and BBI Software collectively constitute the "Service" as used in this Agreement.

1.2 BBI is a service provider, which means, among other things, that BBI does not control various aspects of the Service.

You acknowledge that BBI is a service provider that relies in whole or in part on information obtained from outside sources including but not limited to New York City agencies. As a result, BBI has very limited control, if any, over the quality, legality, truthfulness or accuracy of various aspects of the Service.

1.3 Profile Plus! is subject to scheduled and unscheduled service interruptions. All aspects of the Service are subject to change or elimination at BBI's sole discretion.

BBI reserves the right to interrupt the Service with or without prior notice for any reason or no reason. You agree that BBI will not be liable for any interruption of the Service, delay or failure to perform, and you understand that except as otherwise specifically provided in BBI's billing policies, you shall not be entitled to any refunds of fees for interruption of service or failure to perform. BBI has the right at any time for any reason or no reason to change and/or eliminate any aspect(s) of the Service as it sees fit in its sole discretion.

1.4 You agree to the following pricing and billing policies.

You agree to the pricing, payment and billing policies applicable to such fees and charges, posted or linked at <http://buildingbros.com> or communicated to you in writing. BBI may add new services for additional fees and charges, or proactively amend fees and charges for existing services, at any time in its sole discretion.

ACCOUNT REGISTRATION AND REQUIREMENTS

2.1 You must establish an account to use Profile Plus!, using true and accurate registration information.

You must establish an account with BBI (your "Account") to use the Service, except for those portions of the Websites to which BBI allows access without registration. You agree to provide true, accurate, current and complete information about yourself as prompted by the registration form ("Registration Data") and maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You authorize BBI, directly or through third parties, to make any inquiries we consider necessary to validate your Registration Data. BBI reserves all rights to vigorously pursue legal action against all persons who misrepresent personal information or are otherwise untruthful about their identity, and to suspend or cancel Accounts registered with inaccurate or incomplete information. Notwithstanding the foregoing, you acknowledge that BBI cannot guarantee the accuracy of any information submitted by any user of the Service, nor any identity information about any user.

2.2 You may cancel your account at any time; however, there are no refunds for cancellation. In some cases, an early termination fee may apply.

Accounts may be cancelled by you at any time. Upon your election to cancel, your account will be cancelled within 24 hours, but if you have paid for a period in advance you will be allowed to use the remaining time according to these Terms of Service unless your account or this Agreement is suspended or terminated based on our belief that you have violated this Agreement. There will be no refunds for any unused time on a subscription. In cases where a promotional offer includes a minimum term, an early termination fee of one half of the unpaid term balance will apply.

2.3 BBI may suspend or terminate your account at any time, without refund or obligation to you.

BBI has the right at any time to suspend or terminate your Account, terminate this Agreement, and/or refuse any and all current or future use of the Service without notice or liability to you. In the event that BBI suspends or terminates your Account or this Agreement, you understand and agree that you shall receive no refund or exchange for any unused time on a subscription.

2.4 Accounts affiliated with delinquent accounts are subject to remedial actions related to the delinquent account.

In the event an Account is suspended or terminated for your breach of this Agreement or your payment delinquency (in each case as determined in BBI's sole discretion), BBI may suspend or terminate the Account associated with such breach and any or all other Accounts held by you or your affiliates, and your breach shall be deemed to apply to all such Accounts.

2.5 You are responsible for your own Internet access.

BBI does not provide Internet access, and you are responsible for all fees associated with your Internet connection.

LICENSE TERMS AND OTHER INTELLECTUAL PROPERTY TERMS

3.1 You have a nonexclusive, limited, revocable license to use Profile Plus! while you are in compliance with the terms of service.

Subject to the terms of this Agreement, BBI grants to you a non-exclusive, limited, fully revocable license to use the BBI Software and the rest of the Service during the time you are in full compliance with the Terms of Service. Nothing in this Agreement, or on BBI's websites, shall be construed as granting you any other rights or privileges of any kind with respect to the Service or to any Content. You acknowledge that You obtain only license rights under this Agreement and acquire no ownership rights, title or interest of any kind, including without limitation copyrights, to the BBI Software, Websites or content contained therein or downloaded by You.

3.2 Unauthorized Use

(a) You shall take appropriate measures so as to protect against the misuse and/or unauthorized access of BBI services, the Network and Information.

(b) You agree that BBI may temporarily suspend Your access to the BBI Software and Websites pending an investigation of use or access. You agree to cooperate fully with any and all investigations and provide any documentation and certifications of use requested by BBI. In the event BBI believes You are in violation of any of the terms or conditions of this Agreement, BBI, in its sole discretion, may immediately terminate this Agreement without notice or liability of any kind.

3.3 Third Party Conditions

You acknowledge that access to and use of the BBI Software, Websites and Content and information contained therein, may be subject to restrictions imposed by third parties, including without limitation information suppliers, and that BBI's agreements with such third parties may require BBI to deny or otherwise restrict Your access to certain information. Restrictions may also be imposed as a matter of law or regulatory requirements. You agree to comply with all such restrictions for which BBI provides notice online or otherwise. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND THE TERMS AND CONDITIONS IMPOSED BY BBI'S THIRD PARTY SUPPLIERS, THE THIRD PARTY TERMS AND CONDITIONS WILL APPLY. Further, You agree to respect and comply with all copyright notices applicable to the databases and other services.

RELEASES, DISCLAIMERS OF WARRANTY, LIMITATION OF LIABILITY, AND INDEMNIFICATION

4.1 Disclaimer of Warranties

a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BBI AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES (WHETHER EXPRESS OR IMPLIED), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR THE CORRECTNESS, COMPLETENESS OR CURRENTNESS OF ANY DATA OR RESULTS, WITH RESPECT TO THE INFORMATION, WHICH IS BEING PROVIDED ON AN "AS IS" BASIS. THE ENTIRE RISK ARISING OUT OF USE OF THE INFORMATION AND SUPPORT SERVICES REMAINS WITH YOU.

(b) BBI OR ANY DATABASE SUPPLIER PERSONNEL RENDERING ADVICE TO YOU REGARDING THE DEVELOPMENT (INCLUDING, WITHOUT LIMITATION, WORDING, SPACING, FORM AND COMPLETENESS) OF ANY SEARCH REQUESTS OR RENDERING STATEMENTS TO YOU ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE, ARE NOT AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTIES TO YOU REGARDING THE ACCURACY OR ADEQUACY OF SUCH REQUESTS, AND YOU HEREBY ASSUMES FULL RESPONSIBILITY FOR THE FORMATION AND RESULTS OF ALL SEARCH REQUESTS.

(c) YOU ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES THE ASSUMPTION OF A RISK AND THAT NEITHER BBI NOR ANY DATABASE SUPPLIER, IN FURNISHING THE INFORMATION TO YOU, DOES OR WILL UNDERWRITE THAT RISK IN ANY MANNER WHATSOEVER. YOU THEREFORE AGREES THAT NEITHER BBI NOR ANY DATABASE SUPPLIER WILL BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY CAUSED IN WHOLE OR IN PART BY BBI'S OR THE DATABASE SUPPLIER'S NEGLIGENCE IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE INFORMATION.

(d) IN NO EVENT SHALL BBI OR ANY OF ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES TO OTHER GOODS OR EQUIPMENT, LOST PROFITS, DOWNTIME COSTS, LABOR COST, OVERHEAD COSTS OR CLAIMS OF CUSTOMERS OR CLIENTS OF YOURS FOR SUCH COSTS. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON BBI OR ANY THIRD PARTIES, THEN YOU AGREE THAT THE AGGREGATE LIABILITY OF BBI AND BBI'S THIRD PARTY SUPPLIERS FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF BBI OR SUCH THIRD PARTY SUPPLIERS IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE LESSER OF THE FEES ACTUALLY PAID BY YOU TO BBI FOR THE INFORMATION TO WHICH A GIVEN CLAIM RELATES AND ONE HUNDRED DOLLARS (\$100).

4.2 You represent and warrant that You are not in the business of licensing, selling, or creating for your customers, a computer-assisted, online data retrieval service and that you will not use the Information for providing service bureau, timesharing, processing or other similar services to third parties.

PRIVACY POLICY

5.1 BBI uses your personal information to operate and improve Profile Plus!, and will not give your personal information to third parties except to operate, improve and protect the Service.

The personal information you provide to us during registration is used for BBI's internal purposes only. BBI uses the information it collects to learn what you like and to improve the Service. BBI will not give any of your personal information to any third party without your express approval except: as reasonably necessary to fulfill your service request, to third-party fulfillment houses, customer support, billing and credit verification services, and the like; to comply with tax and other applicable law; as otherwise expressly permitted by this Agreement or as otherwise authorized by you; to law enforcement or other appropriate third parties in connection with criminal investigations and other investigations of fraud; or as otherwise necessary to protect BBI, its agents and other users of the Service. BBI does not guarantee the security of any of your private transmissions against unauthorized or unlawful interception or access by third parties. BBI can (and you authorize BBI to) disclose any information about you to private entities, law enforcement agencies or government officials, as BBI, in its sole discretion, believes necessary or appropriate to investigate or resolve possible problems or inquiries, or as otherwise required by law. You agree that BBI may communicate with you via email and any similar technology for any purpose relating to the Service, the BBI Software and any services or software which may in the future be provided by BBI or on BBI's behalf.

GENERAL PROVISIONS

The rights and obligations of the parties under this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods; rather such rights and obligations shall be governed by and construed under the laws of the State of New York, including its Uniform Commercial Code, without reference to conflict of laws principles. The Service is controlled and operated by BBI from its offices within the State of New York, United States of America. BBI makes no representation that any aspect of the Service is appropriate or available for use in jurisdictions outside of the United States. Those who choose to access the Service from other locations are responsible for compliance with applicable local laws.

BBI's failure to act with respect to a breach by you or others does not waive BBI's right to act with respect to that breach or subsequent or similar breaches. No consent or waiver by BBI under this Agreement shall be deemed effective unless delivered in a writing signed by a duly appointed officer of BBI. All or any of BBI's rights and obligations under this Agreement may be assigned to a subsequent owner or operator of the Service in a merger, acquisition or sale of all or substantially all of BBI's assets. You may not assign or transfer this Agreement or any or all of your rights hereunder without the prior written consent of BBI, and any attempt to do so is void. Notwithstanding anything else in this Agreement, no default, delay or failure to perform on the part of BBI shall be considered a breach of this Agreement if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of BBI.

This Agreement sets forth the entire understanding and agreement between you and BBI with respect to the subject matter hereof. The section headings used herein, including descriptive summary sentences at the start of each section, are for convenience only and shall not affect the interpretation of this Agreement. If any provision of this Agreement shall be held by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable, then in such jurisdiction that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of the remaining provisions.

BBI may give notice to you by means of a general notice on our website at <http://buildingbros.com>, electronic mail to your e-mail address on our records for your Account, or by written communication sent by first class mail, postage prepaid, or overnight courier to your address on record for your Account. All notices given by you or required under this Agreement shall be faxed to: (347) 448-8072 Attn.: Customer Service/TOS; mailed to us at BBI, PO BOX 4081 Sunnyside, NY 11104, Attn: Customer Service/TOS; or emailed with the subject line "TOS Notice" to customersupport@buildingbros.com.

I, the undersigned, agree that I have read, understand, and agree to, all terms and conditions expressed in the statements above.

Name (please print): _____

Account#

Signature: _____

Date: _____