

## US NATIONWIDE BUILDING MAINTENANCE AND ASSOCIATION LLC WEBSITE

### TERMS OF USE

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE.**

#### 1. ACCEPTANCE OF TERMS.

By using the Usnationwidebma.com website (the "Site"), you agree to follow and be bound by these terms of use (the "TOU") and agree to comply with all applicable laws and regulations, including United States export and re-export control laws and regulations. In the TOU, the words "you" and "your" refer to each customer or Site visitor; "we", "us" and "our" refer to US Nationwide Building Maintenance and Association LLC and Usnationwidebma.com.

It is your responsibility to review the TOU periodically. If at any time you find the TOU unacceptable or ***if you do not agree to the TOU, please do not use this Site.***

YOU AGREE THAT BY USING THE SITE AND THE SERVICES YOU ARE AT LEAST 18 YEARS OF AGE AND YOU ARE LEGALLY ABLE TO ENTER INTO A CONTRACT.

#### 2. ABOUT THE SERVICE

US Nationwide Building Maintenance and Association LLC through Usnationwidebma.com (referred to collectively as "USNBMA") provides an interactive website on the World Wide Web of the Internet (the "Web,") consisting of information services, content and transaction capabilities provided by USNBMA, affiliates of USNBMA and other third parties, (referred to collectively as "the Service") subject to the following TOU. By using the Service in any way, you are agreeing to comply with the TOU. Should you object to any term or condition of the TOU, any guidelines, or any subsequent modifications thereto or become dissatisfied with the Site or the Service in any way, you should immediately discontinue use of the Site and the Service. USNBMA has the right, but is not obligated, to strictly enforce the TOU through self-help, community moderation, active investigation, litigation and prosecution.

#### 3. MODIFICATIONS TO THIS TOU

USNBMA reserves the right, at its sole discretion, to change, modify or otherwise alter this TOU at any time. Such modifications shall become effective immediately upon the posting thereof. You must review this TOU on a regular basis to keep yourself apprised of any changes.

#### 4. MODIFICATIONS TO THE SERVICE

USNBMA shall have the right at any time to change or discontinue any aspect or feature of the Service, including, but not limited to, content, hours of availability and equipment needed for access or use. Further, USNBMA may discontinue disseminating any portion of information or category of information, may change or eliminate any transmission method and may change transmission speeds or other signal characteristics.

#### 5. OWNERSHIP

The Service is owned and operated by USNBMA. All rights, title and interest in and to the materials provided on the Service, including but not limited to information, forms, documents, logos, graphics, sounds and

images (the "Materials") are owned either by USNBMA or by the respective third party authors, developers or vendors ("Third Party Providers") as specified on the Site. Except as otherwise expressly provided by USNBMA, none of the Materials may be copied, reproduced, republished, downloaded, uploaded, posted, displayed, transmitted or distributed in any way and nothing on the Service shall be construed to confer any license under any of USNBMA 's intellectual property rights, whether by estoppel, implication or otherwise. USNBMA does not sell, license, lease or otherwise provide any of the Materials other than those specifically identified as being provided by USNBMA. Any rights not expressly granted herein are reserved by USNBMA.

## 6. USE OF FORM CONTRACTS

Any purchase from the Site is controlled by the TOU. On the Site, we offer for sale self-help form contracts ("Form Contracts"). All Form Contracts offered for sale by USNBMA on the Site are provided without any warranty, express or implied, as to their legal effect or completeness. Form Contracts should be used for informational purposes and solely as a guide and modified, with the help of an attorney, to comply with the laws of your state. Any use by you of the Form Contracts offered by USNBMA is at your sole risk.

As legal advice must be tailored to the specific circumstances of each situation, and laws are constantly changing, no information, products or services offered or provided on this site should be used as a substitute for the advice of an attorney. By purchasing Form Contracts from this website you agree to the following:

- a. You will not rely on any information, products or services contained in or obtained from this web site without personally consulting an attorney.
- b. The Form Contracts contained in this web site may not be appropriate for your particular needs and are offered for informational purposes only.
- c. No attorney/client relationship is created between you and USNBMA by your viewing or use of any information or Form Contracts contained in this web site.

## 7. NO RETURNS

All sales are final. No returns are permitted.

## 8. LIMITED PERMISSION TO DOWNLOAD

USNBMA hereby grants you permission to download, view, copy and print the Materials on any single, stand-alone computer solely for your personal, informational, non-commercial use, or if you are an attorney or professional, for the specific client for which you purchased the Materials, provided that (i) the copyright and trademark notice appearing on the Materials is not altered or removed; (ii) the Materials are not used on any other Web site; and (iii) the Materials are not modified except as provided below. You acknowledge that you do not acquire any copyright ownership rights by downloading the Materials.

Download permission terminates automatically without notice if you breach any of the terms or conditions of this TOU. On any such termination, you agree to immediately destroy any downloaded or printed Materials. Any unauthorized use of any Materials contained on the Service may violate copyright laws, trademark laws, laws of privacy and publicity and communications regulations and statutes.

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USNBMA grants you a limited, personal, non-exclusive, non-transferable license to use the Materials for your own personal, internal business use, or if you are an attorney or professional, for the specific client for which you purchased the Materials. Except for filling in blanks on Form Contracts for your authorized use as provided in this TOU, you acknowledge and agree that you have no right to modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of the Materials in any manner. You shall not remove any copyright notice from any Materials.

## 10. RESALE OF MATERIALS PROHIBITED

By purchasing Materials, you agree that the Materials you purchase may only be used by you for your personal or business use or used by you in connection with the specific client for which you purchased the Materials, and may not be sold or redistributed without USNBMA's express prior written consent. You agree not to resell, redistribute, republish, reverse-engineer, translate, modify or make derivative works of the form contracts or other information obtained through the web site.

## 11. ACCOUNT

An account ("Account") is required for all users of the Service, except for those portions of the Site to which USNBMA may allow access without registration. You agree to provide accurate and complete information about yourself and promptly update your information upon any changes. USNBMA reserves all rights to 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 USNBMA cannot guarantee the accuracy of any information submitted by any user of the Service, nor any identity information about any user.

## 12. ADMINISTRATIVE EMAILS

As a condition of use of the Service, USNBMA requires that you provide your permission for USNBMA to send you Administrative Emails. "Administrative Emails" relate to your activity on the website, and include emails regarding your account, requests or inquiries, and purchases of products and services. You cannot opt-out of Administrative Emails.

## 13. USER NAME

Upon registration of your Account you must select a user name which will be used to identify you within the Service ("User Name"). You are fully responsible for all activities conducted through your Account or under your User Name. Also upon registration, you must select a password. You are responsible for maintaining the confidentiality of your password and are responsible for any harm resulting from your disclosure, or authorizing the disclosure of, your password or from use by any person of your password to gain access to your Account or User Name. Your disclosure of your password to any other person is entirely at your own risk.

## 14. DATA

Any data, Account history and Account names residing on USNBMA's servers may be deleted, altered, moved, or transferred at any time for any reason in USNBMA's sole discretion.

You acknowledge that, notwithstanding any copyright or other rights you may have with respect to items you create using the Service, and notwithstanding any value attributed to such content or other data by you or any third party, USNBMA does not provide or guarantee, and expressly disclaims (subject to underlying intellectual property rights in the content,) any value, cash or otherwise, attributed to any data residing on USNBMA's servers. This section will survive the termination of this Agreement.

#### 15. CANCELLATION

You may cancel your Account at any time by following the procedures available at [Usnationwidebma.com](http://Usnationwidebma.com).

#### 16. CONTENT

You understand that all postings, messages, text, files, images, photos, video, sounds, or other materials ("Content") posted on, transmitted through, or linked from the Service, are the sole responsibility of the person from whom such Content originated. More specifically, you are entirely responsible for each individual item of Content that you post, email or otherwise make available via the Service.

You understand that USNBMA does not control, and is not responsible for, Content made available through the Service, and that by using the Service, you may be exposed to Content that may be offensive, indecent, inaccurate, misleading, or otherwise objectionable.

You understand and agree that USNBMA has the right, but not the obligation, to remove any content (including your content,) in whole or in part at any time for any reason or no reason, with or without notice and with no liability of any kind. This section will survive the termination of this Agreement.

#### 17. ACCOUNT DATA

You agree that you do not own the Account you use to access the Service, nor do you own any data USNBMA stores on USNBMA's servers (including without limitation any data representing or embodying any or all of your Content). Your intellectual property rights do not confer any rights of access to the Service or any rights to data stored by or on behalf of USNBMA. This section will survive the termination of this Agreement.

#### 18. THIRD PARTY CONTENT, SITES, AND SERVICES

The Site and Content available through the Service may contain features and functionalities that may link you or provide you with access to third party content which is completely independent of USNBMA, including web sites, directories, servers, networks, systems, information and databases, applications, software, programs, products or services, and the Internet as a whole. These links are provided solely as a convenience to you and not as an endorsement by USNBMA of the contents on such third-party sites. Your interactions with organizations and/or individuals found on or through the Service, including payment and delivery of goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such organizations and/or individuals. You should make whatever investigation you feel necessary or appropriate before proceeding with any online or offline transaction with any of these third parties.

USNBMA is a distributor, but not a publisher, of content supplied by third parties and users. Accordingly, USNBMA assumes no obligation to exercise editorial control over such content. Any opinions, advice, statements,

services, offers, or other information or content expressed or made available by third parties, including information providers or any other users are those of the respective author(s) or distributors) and not of USNBMA. Neither USNBMA nor any third-party provider of information guarantees the accuracy, completeness, or usefulness of any content, nor its merchantability or fitness for any particular purpose. (Refer to Sections 29-30 for the complete provisions governing limitation of liabilities and disclaimers of warranty.)

In many instances, the content available through the Service represents the opinions and judgments of the respective information provider, user, or other person or entity not under contract with USNBMA. USNBMA neither endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made on USNBMA by anyone other than authorized USNBMA spokespersons while acting in official capacities. Under no circumstances will USNBMA be liable for any loss or damage caused by your reliance on information obtained through USNBMA. It is your responsibility to evaluate the accuracy, completeness, or usefulness of any information, opinion, advice, or other content available through USNBMA. If you decide to access linked third-party Web sites, you do so at your own risk.

You agree that USNBMA shall not be responsible or liable for any loss or damage of any sort incurred as the result of your decision to access third-party sites or rely on information provided by third parties. If there is a dispute between you and any third party, you understand and agree that USNBMA is under no obligation to become involved in the dispute. In the event that you have a dispute with one or more other users, you hereby release USNBMA, its members officers, employees, agents and successors in rights from claims, demands and damages (actual and consequential) of every kind or nature, known or unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to such disputes and/or the Service. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor." This section will survive the termination of this Agreement.

#### 19. NO PERMISSION TO HYPERLINK

You may provide a hyperlink to the Service from any other website only with the express prior written consent of USNBMA. USNBMA reserves the right to withhold or revoke its consent to any link at any time in its sole discretion.

#### 20. NOTIFICATION OF CLAIMS OF INFRINGEMENT

If you believe that your work has been copied in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please notify USNBMA's agent for notice of claims of copyright or other intellectual property infringement ("Agent") at:

Copyright Agent – US Nationwide Building  
Maintenance and Association Equinox  
Business Law Group  
800 Bellevue Way NE #400  
Bellevue WA 98004

Please provide the Agent with a notice containing the following information:

- a. Identification of the material on the USNBMA site that you claim is infringing your copyright, with enough detail so that it may be located on the website;
- b. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law.

- c. A statement by you declaring under penalty of perjury that (1) the above information in your Notice is accurate, and (2) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
- d. Your address, telephone number, and email address; and
- e. Your physical or electronic signature.

USNBMA will remove the infringing posting(s), subject to the procedures outlined in the Digital Millennium Copyright Act (DMCA).

[http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=105\\_cong\\_public\\_laws&docid=f:publ304.105.pdf](http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=105_cong_public_laws&docid=f:publ304.105.pdf)

## 21. PRIVACY AND INFORMATION DISCLOSURE

USNBMA has established a Privacy Policy to explain to users how their information is collected and used, which is located at the following web address: <http://www.usnationwidebma.com>

Your use of the USNBMA website or the Service signifies acknowledgement of and agreement to the Privacy Policy. You further acknowledge and agree that USNBMA may, in its sole discretion and as set forth more fully in the Privacy Policy, preserve or disclose your Content, as well as your information, such as email addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce the TOU; respond to claims that any Content violates the rights of third-parties; respond to claims that contact information (e.g. phone number, street address) of a third party has been posted or transmitted without their consent or as a form of harassment; and to protect the rights, property, or personal safety of USNBMA, its users or the general public.

## 22. CONDUCT

The following provisions of this Section apply equally to and are for the benefit of USNBMA, its subsidiaries, affiliates and its third party content providers and licensors, and each shall have the right to assert and enforce such provisions directly or on its own behalf.

USNBMA shall have the right, but not the obligation, to monitor the content of the Service at all times, including any chat rooms and forums that may hereinafter be included as part of the Service, to determine compliance with the TOU and any operating rules established by USNBMA, as well as to satisfy any applicable law, regulation or authorized government request. Without limiting the foregoing, USNBMA shall have the right to remove any material that USNBMA, in its sole discretion, finds to be in violation of the provisions hereof or otherwise objectionable.

You agree not to post, email, or otherwise make available Content:

- a. that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, or is harmful to minors in any way;
- b. that is sexually explicit or pornographic;
- c. that harasses, degrades, intimidates or is hateful toward an individual or group of individuals on the basis of religion, gender, sexual orientation, race, ethnicity, age, or disability;

- d. that impersonates any person or entity, including, but not limited to, a USNBMA employee, or falsely states or otherwise misrepresents your affiliation with a person or entity (this provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.);
- e. that includes personal or identifying information about another person without that person's explicit consent;
- f. that is false, deceptive, misleading, deceitful, misinformative, or constitutes "bait and switch";
- g. that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party, or Content that you do not have a right to make available under any law or under contractual or fiduciary relationships;
- h. that constitutes or contains "affiliate marketing," "link referral code," "junk mail," "spam," "chain letters," "pyramid schemes," or unsolicited commercial advertisement;
- i. that constitutes or contains any form of advertising or solicitation if posted in areas of the USNBMA sites which are not designated for such purposes; or emailed to USNBMA users who have not indicated in writing that it is permissible to contact them about other services, products or commercial interests;
- j. that includes links to commercial services or web sites, except as specifically allowed within the site;
- k. that advertises any illegal service or the sale of any items the sale of which is prohibited or restricted by any applicable law;
- l. that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- m. that disrupts the normal flow of dialogue with an excessive amount of Content (flooding attack) to the Service, or that otherwise negatively affects other users' ability to use the Service;
- n. that employs misleading email addresses, or forged headers or otherwise manipulated identifiers in order to disguise the origin of Content transmitted through the Service;

Additionally, you agree not to:

- o. contact anyone who has asked not to be contacted, or make unsolicited contact with anyone for any commercial purpose;
- p. "stalk" or otherwise harass anyone;
- q. collect personal data about other users for commercial or unlawful purposes;
- r. use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Service unless expressly permitted in writing by USNBMA;
- s. post non-local or otherwise irrelevant Content, repeatedly post the same or similar Content or otherwise impose an unreasonable or disproportionately large load on our infrastructure;
- t. attempt to gain unauthorized access to USNBMA's computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of, the Service or the USNBMA website;
- u. use any form of automated device or computer program that enables the submission of postings on USNBMA without each posting being manually entered by the author thereof (an "automated posting device"), including without limitation, the use of any such automated posting device to submit postings in bulk, or for automatic submission of postings at regular intervals;
- v. use any form of automated device or computer program ("flagging tool") that enables the use of USNBMA's "flagging system" or other community moderation systems without each flag being manually entered by the person that initiates the flag (an "automated flagging device"), or use the flagging tool to remove posts of competitors, or to remove posts without a good faith belief that the post being flagged violates these TOU; or
- w. permit the use of the Service by unauthorized users or users that have not been accepted into the Community.

## 23. NO SPAM POLICY

Sending unsolicited email advertisements to USNBMA email addresses or through USNBMA computer systems is expressly prohibited by this TOU and constitutes a violation of this TOU. As USNBMA's servers are located in Washington State, sending unsolicited email advertisements to USNBMA email addresses or through USNBMA computer systems is a violation of the Revised Code of Washington Chapter 19.190, as well as a violation of other federal and state laws, including without limitation the Computer Fraud and Abuse Act (18 U.S.C. §1030 et seq.) Such violations may subject the sender and his or her agents to civil and criminal penalties. This section will survive the termination of this Agreement.

## 24. PAID POSTINGS

USNBMA may charge a fee to post Content in some areas of the Service. The fee is an access fee permitting Content to be posted in a designated area. Each party posting Content to the Service is responsible for said Content and compliance with the TOU. All fees paid will be non-refundable in the event that Content is removed from the Service for violating the TOU.

## 25. LIMITATIONS ON SERVICE

You acknowledge that USNBMA may establish limits concerning use of the Service, including the maximum number of days that Content will be retained by the Service, the maximum number and size of postings, email messages, or other Content that may be transmitted or stored by the Service, and the frequency with which you may access the Service. You agree that USNBMA has no responsibility or liability for the deletion or failure to store any Content maintained or transmitted by the Service. You acknowledge that USNBMA reserves the right at any time to modify or discontinue the Service (or any part thereof) with or without notice, and that USNBMA shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

## 26. ACCESS TO THE SERVICE

USNBMA grants you a limited, revocable, nonexclusive license to access the Service for your own personal use while you are in full compliance with the TOU. This license does not include: (a) access to the Service by Posting Agents; or (b) any collection, aggregation, copying, duplication, display or derivative use of the Service nor any use of data mining, robots, spiders, or similar data gathering and extraction tools for any purpose unless expressly permitted by USNBMA.

Use of the Service beyond the scope of authorized access granted to you by USNBMA immediately terminates said license. If you wish to collect, aggregate, copy, duplicate, display or make derivative use of the Service or any Content made available via the Service for other purposes (including commercial purposes) not stated herein, you must first obtain a written license from USNBMA.

## 27. TERMINATION OF SERVICE

You agree that USNBMA, in its sole discretion, has the right (but not the obligation) to delete or deactivate your Account, block your email or IP address, or otherwise terminate your access to or use of the Service (or any part thereof), immediately and without notice, and remove and discard any Content within the Service, for any reason, including, without limitation, if USNBMA believes that you have acted inconsistently with the letter or spirit of the TOU. Further, you agree that USNBMA shall not be liable to you or any third party for any termination of your access to the Service. Further, you agree not to attempt to use the Service after said termination.



## 28. PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS

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## 29. DISCLAIMER OF WARRANTIES

YOU EXPRESSLY AGREE THAT USE OF THIS SITE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED “AS IS” AND “AS AVAILABLE.” USNBMA MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER THAT THE INFORMATION PROVIDED THROUGH THE SERVICE, OR OTHER CONTENT OR WEBSITES THAT MAY BE ACCESSIBLE DIRECTLY OR INDIRECTLY THROUGH THE SERVICE, WILL BE FREE FROM ERROR, OMISSION, INTERRUPTION, DEFECT, OR DELAY IN OPERATION. YOUR USE OF USNBMA SITE AND CONTENT IS AT YOUR OWN RISK. WHILE IT IS USNBMA’S OBJECTIVE IS TO MAKE THE SITE ACCESSIBLE 24 HOURS PER DAY, 7 DAYS PER WEEK, THE SITE MAY BE UNAVAILABLE FROM TIME TO TIME FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ROUTINE MAINTENANCE. YOU UNDERSTAND AND ACKNOWLEDGE THAT DUE TO CIRCUMSTANCES BOTH WITHIN AND OUTSIDE OF THE CONTROL OF USNBMA, ACCESS TO THE SITE MAY BE INTERRUPTED, SUSPENDED OR TERMINATED FROM TIME TO TIME. USNBMA

DOES NOT GUARANTEE THAT THE FUNCTIONS OF THIS SITE WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT THIS SITE AND SERVER WILL BE ABSOLUTELY VIRUS-FREE. YOUR USE OF THIS SITE INVOLVES TRANSMISSION OF DATA OVER FACILITIES WHICH ARE NOT WITHIN THE CONTROL OF USNBMA, ITS CONTENT PROVIDERS AND ADVERTISERS. THEREFORE, USNBMA ASSUMES NO LIABILITY FOR DELAY, CORRUPTION OF DATA, INTERRUPTION OF SERVICE, OR INTERCEPTION OF DATA TRANSMISSIONS OUTSIDE OF ITS DIRECT CONTROL. USNBMA DISCLAIMS ANY AND ALL SUCH REPRESENTATIONS AND WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, USNBMA DISCLAIMS TO THE MAXIMUM EXTENT PERMITTED BY LAW ANY AND ALL (I) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (III) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN THE SERVICE, OR ANY PART THEREOF, (IV) WARRANTIES RELATING TO THE TRANSMISSION OR DELIVERY OF THE SERVICE, (V) WARRANTIES RELATING TO THE ACCURACY, RELIABILITY, CORRECTNESS OR COMPLETENESS OF DATA, AND (VI) WARRANTIES OTHERWISE RELATING TO PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS BY USNBMA OR ANY THIRD PARTY. FURTHER, THERE IS NO WARRANTY THAT THE SERVICE OR PRODUCTS WILL MEET YOUR NEEDS OR REQUIREMENTS OR THE NEEDS OR REQUIREMENTS OF ANY OTHER PERSON. USNBMA MAKES NO REPRESENTATIONS OR WARRANTIES AS TO: (1) THE ACCURACY, COMPLETENESS, RELIABILITY, CURRENTNESS OR TIMELINESS OF THE CONTENT, TEXTUAL MATERIAL, GRAPHICS, LINKS, OR DATA TRANSMISSION CAPABILITIES PROVIDED BY USNBMA; AND (2) COMPLIANCE WITH OR SATISFACTION OF ANY GOVERNMENTAL REGULATIONS REQUIRING DISCLOSURE OF INFORMATION CONCERNING PRODUCTS OR SERVICES OFFERED BY CONTENT PROVIDERS OR PRODUCT SUPPLIERS OR ON USNBMA.

ALTHOUGH THE EDITORS AND CONTENT PROVIDERS OF THIS SITE HAVE CONSULTED SOURCES BELIEVED TO BE RELIABLE AND ACCURATE IN ASSEMBLING THE CONTENT OF THIS SITE, INFORMATION PROVIDED MAY NOT BE ERROR-FREE.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING DISCLAIMERS MAY NOT APPLY TO YOU INsofar AS THEY RELATE TO IMPLIED WARRANTIES. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

### 30. LIMITATIONS OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL USNBMA, ITS MEMBERS, MANAGERS, OWNERS, OFFICERS, EMPLOYEES, AGENTS, CONTENT PROVIDERS, BUSINESS ASSOCIATES, OR ANY THIRD PARTIES AFFILIATED WITH THE USNBMA WEBSITE BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, PERSONAL INJURY OR DEATH, LOST PROFITS OR DAMAGES FROM DATA LOSS OR BUSINESS INTERRUPTION, (EVEN IF USNBMA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM ANY ASPECT OF YOUR USE OF THE USNBMA SITE OR THE SERVICE, WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF THE USNBMA SITE OR THE SERVICE, FROM INABILITY TO USE THE USNBMA SITE OR THE SERVICE, OR THE INTERRUPTION, SUSPENSION, MODIFICATION, ALTERATION, OR TERMINATION OF THE SERVICE, WHETHER BASED ON CONTRACT,

TORT OR ANY OTHER LEGAL THEORY. SUCH LIMITATION SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF OTHER SERVICES OR PRODUCTS RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SERVICE OR ANY LINKS ON THE SERVICE, AS WELL AS BY REASON OF ANY INFORMATION OR ADVICE RECEIVED THROUGH OR ADVERTISED IN CONNECTION WITH THE SERVICE OR ANY LINKS ON THE USNBMA SITE. USNBMA SHALL ONLY BE LIABLE FOR ACTUAL DAMAGES SUFFERED BY YOU, AND ONLY TO THE MAXIMUM AMOUNT OF \$200 (U.S. CURRENCY). USNBMA ASSUMES NO LIABILITY FOR YOUR USE OR MISUSE OF THE WEBSITE, THE SERVICE OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR PERSONAL INJURY OR DEATH. THE REMEDIES SET FORTH IN THESE TERMS OF USE ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY SET FORTH. THESE LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW. YOU SHALL BE RESPONSIBLE FOR OBTAINING AND MAINTAINING ALL TELEPHONE, COMPUTER HARDWARE AND OTHER EQUIPMENT NEEDED FOR ACCESS TO AND USE OF THE SERVICES AND ALL CHARGES RELATED THERETO. USNBMA SHALL NOT BE LIABLE FOR ANY DAMAGE TO YOUR EQUIPMENT RESULTING FROM THE USE OF THE SERVICE.

IN SOME JURISDICTIONS, LIMITATIONS OF LIABILITY ARE NOT PERMITTED. IN SUCH JURISDICTIONS, SOME OF THE FOREGOING LIMITATION MAY NOT APPLY TO YOU. THIS SECTION WILL SURVIVE THE TERMINATION OF THIS AGREEMENT.

### 31. INDEMNITY

You agree to indemnify, defend, and hold harmless USNBMA, its managers, members, officers, directors, employees, agents, licensors, principals, consultants, information-providers, subsidiaries, affiliates, co-branders or other partners and suppliers from and against all liabilities, claims, actions, demands, losses, expenses, damages and costs, including reasonable attorneys' fees and accounting fees actually incurred, as incurred, made by any third party due to or arising out of Content you submit, post or make available through the Service, your use of the Service, your violation of the TOU, your breach of any of the representations and warranties herein, or your violation of any rights of another, or any activity related to your Account (including negligent or wrongful conduct) by you or any other person accessing the site. This section will survive the termination of this Agreement.

### 32. GOVERNING LAW AND VENUE

This TOU and the relationship between you and USNBMA shall be governed in all respects by the laws of the State of Washington without regard to conflict of law principles and venue shall be in King County, Washington. Notwithstanding this, you agree that USNBMA shall be entitled to apply for injunctive or other equitable relief in any court of competent jurisdiction.

### 33. COMPLIANCE WITH EXPORT RESTRICTIONS

You may not access, download, use or export the Site or the Materials in violation of United States export laws or regulations or in violation of any other applicable laws or regulations. You agree to comply with all export laws and restrictions and regulations of any United States or foreign agency or authority and to assume sole responsibility for obtaining licenses to export or re-export as may be required. You acknowledge and agree that the Materials may be subject to the United States Export Administration Laws and Regulations and agree that none of the Materials or any direct product therefrom is being or will be acquired for, shipped, transferred or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals or used for any prohibited purpose.

#### 34. DISPUTE RESOLUTION

You agree to attempt to settle any and all disputes, controversies or claims arising out of or relating to this Agreement through consultation and negotiation in good faith and with a spirit of mutual cooperation. If the matter is not resolved through good faith negotiation, such matters may then be submitted to mediation. Any matter not being settled by negotiation or mediation shall be fully and finally settled by arbitration under the rules of a recognized Alternative Dispute Resolution (“ADR”) group in King County, Washington by one arbitrator either mutually agreed upon by the parties or chosen in accordance with the ADR rules, and the judgment upon award may be entered in any court having jurisdiction thereof. The prevailing party in any formal dispute resolution process shall be entitled to recover reasonable attorney's fees, expenses of council, expert witness fees and any other expenses reasonably incurred. The award of the arbitrator shall be final and binding, and be enforced in any court of competent jurisdiction.

#### 35. WAIVER

USNBMA's failure to act with respect to a breach by you or others does not waive USNBMA's right to act with respect to that breach or subsequent or similar breaches. No consent or waiver by USNBMA under this TOU shall be deemed effective unless delivered in a writing signed by a duly appointed officer of USNBMA.

#### 36. ASSIGNMENT

All or any of USNBMA's rights and obligations under this TOU may be assigned to a subsequent owner or operator of the Service in a merger, acquisition or sale of all or substantially all of USNBMA's assets. You may not assign or transfer this TOU or any or all of your rights hereunder without the prior written consent of USNBMA, and any attempt to do so is void.

#### 37. FORCE MAJEUR

Nonperformance of either party shall be excused for the time or to the extent that performance is delayed or rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, acts of terrorism or any other reason where failure to perform is beyond the reasonable control of the non-performing party. Both parties shall make reasonable efforts to resume performance in a timely manner. Notwithstanding anything else in this TOU, no default, delay or failure to perform on the part of USNBMA shall be considered a breach of this TOU if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of USNBMA.

#### 38. ENTIRE UNDERSTANDING

This TOU sets forth the entire understanding and agreement between you and USNBMA with respect to the subject matter hereof.

#### 39. HEADINGS

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 TOU.

#### 40. SEVERABILITY

If any provision of this TOU 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.

#### 41. NOTICES

USNBMA may give notice to you by means of a general notice on our website at <http://www.usnationwidebma.com>, when you log-in to your Account, by electronic mail to your e-mail address in our records for your Account, or by written communication sent by first class mail, postage prepaid, or overnight courier to your physical address on record for your Account. All notices given by you or required under this TOU shall be emailed to: [info@usnationwidebma.com](mailto:info@usnationwidebma.com). or sent via US Mail to:

US Nationwide Building  
Maintenance and  
Association 9653 Firdale  
Ave.  
Edmonds WA 98026

#### 42. VIOLATION OF TERMS AND LIQUIDATED DAMAGES

Please report any violations of the TOU by emailing to: [info@usnationwidebma.com](mailto:info@usnationwidebma.com). You understand and agree that, because damages are often difficult to quantify, if it becomes necessary for USNBMA to pursue legal action against you to enforce this TOU, you will be liable to pay USNBMA the following amounts as liquidated damages, which you accept as reasonable estimates of USNBMA's damages for the specified breaches of this TOU:

- a. If you post a message that (1) impersonates any person or entity; (2) falsely states or otherwise misrepresents your affiliation with a person or entity; or (3) that includes personal or identifying information about another person without that person's explicit consent, you agree to pay USNBMA one thousand dollars (\$1,000) for each such message. This provision does not apply to Content that constitutes lawful non-deceptive parody of public figures.
- b. If USNBMA establishes limits on the frequency with which you may access the Service, or terminates your access to or use of the Service, you agree to pay USNBMA one hundred dollars (\$100) for each message posted in excess of such limits or for each day on which you access USNBMA in excess of such limits, whichever is higher.
- c. If you send unsolicited email advertisements to USNBMA email addresses or through USNBMA computer systems, you agree to pay USNBMA twenty five dollars (\$25) for each such email.
- d. If you post Content in violation of the TOU, other than as described above, you agree to pay USNBMA one hundred dollars (\$100) for each Item of Content posted.
- e. If you are a Posting Agent that uses the Service in violation of the TOU, in addition to any liquidated damages under clause (d), you agree to pay USNBMA one hundred dollars (\$100) for each and every Item you post in violation of the TOU. A Posting Agent will also be deemed an agent of the party engaging the Posting Agent to access the Service (the "Principal"), and the Principal (by engaging the Posting Agent in violation of the TOU) agrees to pay USNBMA an additional one hundred dollars (\$100) for each Item posted by the Posting Agent on behalf of the Principal in violation of the TOU.

- f. If you aggregate, display, copy, duplicate, reproduce, or otherwise exploit for any purpose any Content (except for your own Content) in violation of this TOU without USNBMA's express written permission, you agree to pay USNBMA three thousand dollars (\$3,000) for each day on which you engage in such conduct.

Otherwise, you agree to pay USNBMA's actual damages, to the extent such actual damages can be reasonably calculated. In its sole discretion, USNBMA may elect to issue a warning before assessing damages.

Notwithstanding any other provision of this TOU, USNBMA retains the right to seek the remedy of specific performance of any term contained in this TOU, or a preliminary or permanent injunction against the breach of any such term or in aid of the exercise of any power granted in this TOU, or any combination thereof.

I have read and agree to these Terms of Use.