

# TERMS OF USE AND CONDITIONS

## **IMPORTANT**

BY CLICKING “I ACCEPT” OR BY ACCESSING OR USING ANY PART OF THE CONSTRUCTION BUSINESS GROUP® WEBSITE [WWW.CBGWI.COM/BIDDER-DATABASE/](http://WWW.CBGWI.COM/BIDDER-DATABASE/) OR ANY PROGRAMS, SERVICES, TOOLS, MATERIALS, SHARED GOOGLE SHEETS AND DRIVES, OR OTHER INFORMATION AVAILABLE THROUGH THE CBG WEBSITE (COLLECTIVELY, THE “BIDDER DATABASE”), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS TERMS OF USE AND CONDITIONS AGREEMENT (“AGREEMENT”), THAT YOU UNDERSTAND IT AND ITS TERMS AND CONDITIONS, AND THAT YOU AGREE TO BE BOUND LEGALLY BY IT AND ITS TERMS AND CONDITIONS.

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND CBG. BEFORE ACCESSING OR USING ANY PART OF THE BIDDER DATABASE, YOU SHOULD READ CAREFULLY THE FOLLOWING TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT AS THEY GOVERN YOUR ACCESS TO AND USE OF THE BIDDER DATABASE. CBG IS WILLING TO LICENSE AND ALLOW THE USE OF THE BIDDER DATABASE FREE OF CHARGE ONLY ON THE CONDITION THAT YOU ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

IF YOU DO NOT AGREE WITH THIS AGREEMENT, DO NOT CLICK “I ACCEPT” AND YOU ARE NOT GRANTED PERMISSION BY CBG TO INSTALL, ACCESS, OR OTHERWISE USE THE BIDDER DATABASE AND ARE INSTRUCTED TO EXIT [WWW.CBGWI.COM/BIDDER-DATABASE/](http://WWW.CBGWI.COM/BIDDER-DATABASE/) IMMEDIATELY.

## **TERMS AND CONDITIONS**

1. **LICENSE GRANT.** The Bidder Database is provided by CBG, and this Agreement provides to you a personal, revocable, limited, nonexclusive, royalty-free, non-transferable license to use the Bidder Database conditioned on your continued compliance with the terms and conditions of this Agreement. This Agreement permits you to use and access for personal or business purposes only the Bidder Database (i) on a single laptop, workstation, or computer and (ii) from the Internet or through an online network. You may also load some information from the Bidder Database into your laptop's, workstation's, or computer's temporary memory (RAM) and print and download materials and information from the Bidder Database solely for your personal or business use.

2. **RESTRICTIONS.** The foregoing license is limited. You may not use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit any data provided by CBG through the Bidder Database in any manner not expressly permitted by this Agreement. In addition, you may not modify, translate, decompile, create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit,

publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use in any manner not expressly permitted herein the Bidder Database. Moreover, you may not (i) use any "deep link," "page scrape," "robot," "spider," or other automatic device, program, script, algorithm, or methodology, or any similar or equivalent manual process, to access, acquire, copy, or monitor any portion of the Bidder Database or in any way reproduce or circumvent the navigational structure or presentation of the Bidder Database to obtain or attempt to obtain any materials, documents, or information through any means not purposely made available through the Bidder Database, (ii) attempt to gain unauthorized access to any portion or feature of the Bidder Database, including, without limitation, the account of another authorized user, or any other systems or networks connected to the Bidder Database or to any CBG server or to any of the services offered on or through the Bidder Database, by hacking, password "mining," or any other illegitimate or prohibited means, (iii) probe, scan, or test the vulnerability of the Bidder Database or any network connected to the Bidder Database, nor breach the security or authentication measures on the Bidder Database or any network connected to the Bidder Database, (iv) reverse look-up, trace, or seek to trace any information on any other authorized user of or visitor to the Bidder Database, (v) take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Bidder Database or CBG's systems or networks or any systems or networks connected to the Bidder Database, (vi) use any device, software, or routine to interfere with the proper working of the Bidder Database or any transaction conducted on the Bidder Database, or with any other person's use of the Bidder Database, (vii) forge headers, impersonate a person, or otherwise manipulate identifiers in order to disguise your identity or the origin of any message or transmittal you send to CBG on or through the Bidder Database, (viii) use the Bidder Database to harvest or collect email addresses or other contact information; (ix) market, cobrand, private label, separately distribute, resell, or otherwise permit third parties to access and use the Bidder Database (or any part thereof) without CBG's express, separate, and prior written permission, or (x) use the Bidder Database in an unlawful manner or in a manner that could damage, disparage, or otherwise negatively impact CBG.

3. **USER OBLIGATIONS.** By downloading, accessing, or using the Bidder Database in order to view our information and materials or submit information of any kind, you represent that you are at least the legal age of majority and will, at all times, provide true, accurate, current, and complete information when submitting information or materials on the Bidder Database, including, without limitation, when you provide information via a CBG registration or submission form. If you provide any false, inaccurate, untrue, or incomplete information, CBG reserves the right to terminate immediately your access to and use of the Bidder Database. In addition, you agree to abide by all applicable local, state, national, and international laws and regulations with respect to your use of the Bidder Database. Without limiting the generality of the foregoing, you agree that you shall not use nor disclose to any other party in a manner not permitted by this Agreement any personally identifiable information, which you receive or which is made available from CBG in connection with this Agreement. This Agreement is also expressly made subject to any applicable export laws, orders, restrictions,

or regulations. You shall not export the Bidder Database (or access thereto) without complying with such laws, orders, restrictions, or regulations. In addition, you also acknowledge and agree that use of the Internet and access to or transmissions or communications with CBG and/or the Bidder Database is solely at your own risk. While CBG has endeavored to create a secure and reliable Bidder Database, you should understand that the confidentiality of any communication or material transmitted to/from CBG and/or the Bidder Database over the Internet or other form of global communication network cannot be guaranteed. Accordingly, CBG is not responsible for the security of any information transmitted to or from CBG and/or the Bidder Database. You agree to assume all responsibility concerning activities related to your use of the Bidder Database, including, providing any support or meeting any requirements of your contracts with third parties, obtaining and paying for all licenses and costs for third-party software and hardware necessary for implementation of the Bidder Database, and maintaining and backing up any data. Any support, training, updates, upgrades, or maintenance of or for the Bidder Database shall only be available through the sole discretion of CBG or pursuant to the terms and conditions of a separate written agreement with CBG.

4. **REPRESENTATION AND WARRANTY OF USER.** If you are using the Bidder Database on behalf of a company, governmental agency, municipality or other form of entity, the company, governmental agency, municipality or other form of entity on whose behalf you are using the Bidder Database is also subject to the terms and conditions of this Agreement. You represent and warrant that you have the permission and authority to bind the company, governmental agency, municipality or other form of entity on whose behalf you are using the Bidder Database to the terms and conditions of this Agreement.

5. **DELIVERY OF INFORMATION.** When using and/or to facilitate the operation of certain features of the Bidder Database, you may provide CBG with additional content or information. In connection with delivering and providing to CBG any such additional content or information, you hereby and automatically grant to CBG a nonexclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable right and license (through multiple tiers) to copy, distribute, create derivative works from, display, modify, reformat, transmit, and otherwise use any such content or information as necessary in connection with the Bidder Database and CBG's service obligations in any form, media, or technology now known or later developed for the full term of any rights that may exist in such content or information. With respect to any such content or information, you must also obtain at your sole expense all necessary consents, rights, permissions, and clearances (and provide CBG with reasonable proof thereof, if requested) required for CBG to use such content or information in connection with CBG's services and the Bidder Database. Notwithstanding the foregoing, you acknowledge and agree that CBG shall not be responsible for any failures, inoperability, delays, or problems caused by your failure to obtain the necessary rights, clearance or permission or to provide any necessary content or information for your use of the Bidder Database in a timely or accurate manner. Moreover, CBG assumes no responsibility for the deletion of or failure to store any content or information.

6. **REGISTRATION HANDLING POLICY.** Registration for access to the Bidder Database is for you only. Only you may access or use the Bidder Database. By limiting access, it helps avoid unauthorized usage by other persons or entities. Accordingly, by using the Bidder Database, you agree not to transmit or forward the Bidder Database to any other person. You will immediately notify CBG if you become aware of any loss or theft of the Bidder Database through you. CBG cannot and will not be liable for any loss or damage arising from your failure to comply with these obligations. CBG reserves the right to revoke your registration and, therefore, access to and use of the Bidder Database at any time and for any reason.

7. **PROPRIETARY RIGHTS.** This Agreement provides only a limited license to access and use the Bidder Database. Accordingly, you expressly acknowledge and agree that CBG transfers no ownership or intellectual property interest or title in and to the Bidder Database to you or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, CBG logo, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the Bidder Database, unless otherwise indicated, are owned, controlled, and licensed by CBG and its successors and assigns and are protected by law including, but not limited to, United States copyright, trade secret, patent, and trademark law, as well as other state, national, and international laws and regulations. Except as expressly provided herein, CBG does not grant any express or implied right to you or any other person under any intellectual or proprietary rights.

8. **LINKS TO OTHER SITES.** CBG may provide links, in its sole discretion, to other sites on the World Wide Web for your convenience in locating or accessing related information, products, and services. These sites have not necessarily been reviewed by CBG and are maintained by third parties over which CBG exercises no control. Accordingly, CBG expressly disclaims any responsibility for the content, the materials, the accuracy of the information, and/or the quality of the products or services provided by, available through, or advertised on these third party Web sites. Moreover, these links do not imply an endorsement with respect to any third party or any Web site or the products or services provided by any third party.

9. **DISCLAIMER.** WHILE CBG ENDEAVORS TO PROVIDE RELIABLE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS, THE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS AVAILABLE ON OR THROUGH THE BIDDER DATABASE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND MAY INCLUDE ERRORS, OMISSIONS, OR OTHER INACCURACIES. MOREOVER, CBG MAY MAKE MODIFICATIONS AND/OR CHANGES IN THE BIDDER DATABASE OR IN THE INFORMATION, SERVICES, PROGRAMS, SOFTWARE, AND MATERIALS AVAILABLE ON OR THROUGH THE BIDDER DATABASE AT ANY TIME AND FOR ANY REASON. YOU ASSUME THE SOLE RISK OF MAKING USE AND/OR RELYING ON THE INFORMATION, SERVICES, PROGRAMS, AND MATERIALS AVAILABLE ON OR IN THE BIDDER DATABASE.

YOUR USE OF THE BIDDER DATABASE IS NOT A SUBSTITUTE FOR YOUR OWN RESEARCH AND DUE DILIGENCE. CBG MAKES NO REPRESENTATIONS OR WARRANTIES ABOUT THE RESULTS THAT CAN BE ACHIEVED FROM OR THE SUITABILITY, COMPLETENESS, TIMELINESS, RELIABILITY, LEGALITY, OR ACCURACY OF THE INFORMATION, SERVICES, PROGRAMS, AND MATERIALS AVAILABLE ON OR IN THE BIDDER DATABASE FOR ANY PURPOSE, AND EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OR ANY OTHER IMPLIED WARRANTY UNDER THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT AS ENACTED BY ANY STATE. CBG ALSO MAKES NO REPRESENTATION OR WARRANTY THAT THE BIDDER DATABASE WILL OPERATE ERROR FREE OR IN AN UNINTERRUPTED FASHION OR THAT ANY FILES OR INFORMATION THAT YOU DOWNLOAD FROM WILL BE FREE OF VIRUSES OR CONTAMINATION OR DESTRUCTIVE FEATURES.

**NOTHING IN THE BIDDER DATABASE SHALL BE CONSTRUED AS PROVIDING YOU WITH LEGAL ADVICE, AN OPINION OR A RECOMMENDATION AS TO WHETHER AN ENTITY LISTED IN THE BIDDER DATABASE SHOULD OR SHOULD NOT BE USED, HIRED, CONTRACTED WITH OR AWARDED WORK.**

10. **LIMITATION OF LIABILITY.** You expressly absolve and release CBG from any claim of harm resulting from a cause beyond CBG's control, including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other connection problems, computer viruses, unauthorized access, theft, operator errors, severe weather, earthquakes, or natural disasters, strikes, or other labor problems, wars, or governmental restrictions. MOREOVER, IN NO EVENT SHALL CBG BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE BIDDER DATABASE, WITH THE DELAY OR INABILITY TO USE THE BIDDER DATABASE, OR FOR ANY INFORMATION, SERVICES, PROGRAMS, PRODUCTS, AND MATERIALS AVAILABLE THROUGH THE BIDDER DATABASE, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF CBG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY.

11. **INDEMNITY.** You agree to defend, indemnify, and hold harmless CBG and its affiliates and all of their respective employees, agents, directors, officers, trustees, attorneys, successors, and assigns from and against any and all claims, proceedings, damages, injuries, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and litigation expenses) relating to or arising from your use of the materials, the information, services,

programs, software, and materials available on or through the bidder database or from any breach by you of this Agreement.

12. **GOVERNING LAW.** This Agreement has been made in and will be construed and enforced solely in accordance with the laws of the United States of America and the State of Wisconsin as applied to agreements entered into and completely performed in the State of Wisconsin. You and CBG each agree to submit to exclusive subject matter jurisdiction, personal jurisdiction, and venue in the State of Wisconsin, Dane County Circuit Court for any disputes between us, under or arising out of this Agreement, or your use of the Bidder Database. You also agree to waive any right to a jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. Any claim you might have against CBG must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. You also acknowledge and agree that any applicable state law implementation of the Uniform Computer Information Transactions Act (including any available remedies or laws) shall not apply to this Agreement and is hereby disclaimed. CBG makes no representation that the Bidder Database is appropriate or available for use in other locations outside the State of Wisconsin, and access to the Bidder Database from states, territories, or nations where any aspect of the Bidder Database is illegal is prohibited. You access the Bidder Database on your own volition and are responsible for compliance with all applicable local laws with respect to your access and use of the Bidder Database. A printed version of this Agreement and of any related notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Please contact CBG if you wish to receive a printed copy of this Agreement.

13. **ENFORCING SECURITY ON THE SITE.** Actual or attempted unauthorized use of the Bidder Database may result in criminal and/or civil prosecution, including, without limitation, punishment under the Computer Fraud and Abuse Act of 1986 under U.S. federal law. CBG reserves the right to view, monitor, and record activity on the Bidder Database without notice or permission from you, including, without limitation, by archiving notices or communications sent by you to CBG. CBG reserves the right, at any time and without notice, to modify, suspend, terminate, or interrupt operation of or access to the Bidder Database, or any portion of the Bidder database, in order to protect the Bidder Database, CBG, or CBG's business.

14. **TERM AND TERMINATION.** This Agreement and your right to use the Bidder Database will take effect at the moment you click "I ACCEPT" or you install, access, or use the Bidder Database and is effective until terminated. CBG reserves the right at any time and on reasonable grounds, which shall include, without limitation, any reasonable belief of fraudulent or unlawful activity or actions or omissions that violate any term or condition of this Agreement, to deny your access to the Bidder Database or to any portion thereof in order to protect its name and goodwill, its business, and/or other authorized users, and this Agreement will also terminate automatically if you fail to comply with this Agreement, subject to the survival rights of certain provisions identified below. Termination will be effective without notice. You may also terminate this Agreement at any time by ceasing to use the Bidder

Database, but all applicable provisions of this Agreement will survive termination, as identified below. Upon termination, you must destroy all copies of any aspect of the Bidder Database in your possession. In addition to the miscellaneous section below, the provisions concerning CBG's proprietary rights, feedback, indemnity, disclaimers of warranty, limitation of liability, and governing law will survive the termination of this Agreement for any reason.

15. **MISCELLANEOUS.** The parties agree that this Agreement is for the benefit of the parties hereto as well as CBG's licensors. Accordingly, this Agreement is personal to you, and you may not assign your rights or obligations to any other person or entity without CBG's prior written consent. Failure by CBG to insist on strict performance of any of the terms and conditions of this Agreement will not operate as a waiver by CBG of that or any subsequent default or failure of performance. If any provision (or part thereof) contained in this Agreement is determined to be void, invalid, or otherwise unenforceable by a court of competent jurisdiction or on account of a conflict with an applicable government regulation, such determination shall not affect the remaining provisions (or parts thereof) contained herein and the illegal, invalid, or unenforceable clause shall be modified in compliance with applicable law in a manner that most closely matches the intent of the original language. No joint venture, partnership, employment, or agency relationship exists between you and CBG as result of this Agreement or your utilization of the Bidder Database. This Agreement represents the entire agreement between you and CBG with respect to use of the Bidder Database, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between you and CBG with respect to the Bidder Database.