TERMS AND CONDITIONS FOR USE OF OUR WEBSITE

Please read these terms of service before using this website as it applies to your usage of this website offered by Construction Guide, INC. ("Construction Guide," "we" or "us"). Clicking the "Agree" or "Accept" button (or otherwise affirmatively agreeing to these Terms, as applicable) or visiting the Site in any manner, shall be considered acknowledgement by you, the end user ("you," "your" or "User") that you have read and agree to be legally bound by and a party to, without modification, the Terms detailed herein. If you are an individual seeking to use the services of Construction Guide ("Services") on behalf of your employer or another entity, you represent and warrant that you have the authority to agree to these Terms on such entity's behalf. All references herein to "you," "your" or "User" shall include such entity. If you do not unconditionally agree with or accept these Terms, or any posted guidelines or rules, or you do not have the authority to bind your employer or applicable entity, you must not use the Site or the Services. Use of the Website is expressly conditioned upon your assent to all of the Terms, to the exclusion of all other terms. Certain Services may be subject to additional terms and conditions, to which you must agree.

Construction Guide may, at its sole discretion, modify or revise the Terms at any time by updating this page. You are bound by any such revisions or modifications so please visit the Terms page periodically to review the Terms. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Construction Guide without restriction. Your access to and use of the Services is also subject to all applicable laws.

I. Registration

Generally. You may visit the Site without registering with us, but you must submit information on fillable forms for access to certain Services. Your eligibility to submit information is contingent on your representation and warranty that you: (i) are 18 years or older, (ii) will not violate any section of the Terms or any of Construction Guide' rights, including its intellectual property rights, (iii) will not violate any laws, regulations or rights of others, and (iv) are legally permitted to create an account and to use and access the Services and take full responsibility for the selection and use of and access to the Services. These Terms are void where prohibited by law, and the right to access the Services is revoked in such jurisdictions. It is your responsibility to keep your Account information updated, complete and accurate.

Communications from Construction Guide. By submitting information, you agree to receive certain communications from Construction Guide and other users in connection with the services offered by Construction Guide. You might receive connection requests or other messages from other users and email messages from us outlining business services, specials, offers and events that we think might be of interest to you. You can opt-out of non-essential communication through user settings or by sending an email.

II. User Responsibilities

By submitting information or otherwise using the Services, you are agreeing to be bound by certain user obligations as set forth below. We reserve the right to investigate and take

appropriate action if we believe, in our discretion; there has been a violation of the Terms, including these user obligations.

As a condition of use, you agree NOT to violate any of these Terms or use the Services for any purpose that is prohibited by these Terms. You are responsible for all of your activity in connection with the Services.

You shall not: (A) take any action that imposes, or may impose, as determined in Construction Guide' discretion, an unreasonable or disproportionately large load on our (or our third party providers') infrastructure or technology, or otherwise make excessive traffic demands of the Services; (B) interfere or attempt to interfere with the proper working of the Services or any activities conducted on the Services; (C) attempt to or actually override, interfere with, disable, bypass, circumvent or damage any security feature included in the Services or any other measures we may use to prevent or restrict access to the Services (or other accounts, computer systems or networks connected to the Services); (D) attempt to gain unauthorized access to the Services or Accounts through hacking, password mining or any other means; (E) run any form of auto-responder or "spam" on the Services; or (F) otherwise take any action in violation of our guidelines and policies.

You shall not (directly or indirectly) (1) reverse engineer, decipher, disassemble, decompile or otherwise attempt to derive any source code or any underlying intellectual property, ideas or algorithms used to provide the Services, or any part thereof (including without limitation any application), except to the limited extent applicable laws specifically prohibit such restriction; (2) modify, translate, or otherwise create derivative works of any part of the Services; (3) utilize any information, content or data you view on and/or obtain from Construction Guide to provide any service that is competitive with Construction Guide, as determined in our discretion; (4) cause any breach, default or violation of any employment, non-competition, non-solicitation, nondisclosure, confidentiality, consulting or any other contract to which you are a party or by which you may be bound; (5) undertake any acts injurious to our business or goodwill; (6) copy, rent, lease, distribute or otherwise transfer any of the rights you receive hereunder; or (7) use, or permit the use of, the Services by or for the benefit of any third party. You shall abide by all applicable local, state, national and international laws and regulations.

You agree that we have the right to access, read, preserve and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce these Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of us, our users and the public.

III. Content License

Some information you provide may be posted on the Site and may be publicly available to anyone, whether or not they have an account.

Any communications or materials you submit, transmit, post or include on the Website or by email or otherwise are and will be treated as non-confidential and non-proprietary and may be used by us or our affiliates for any purpose, including, but not limited to, reproduction,

disclosure, transmission, publication, broadcast, and posting. By submitting information to Construction Guide, you grant us a nonexclusive, irrevocable, unlimited, worldwide, perpetual, assignable, licensable, fully paid and royalty-free right to us to copy, improve, prepare derivative works of, publish, distribute, retain, remove, add, analyze, process, use and commercialize, in any way, any information you provide, directly or indirectly, including without limitation any user generated content, reviews, ideas, techniques, images, concepts or data, without any further consent, notice and/or compensation to you or to any third parties. By submitting any such information to Construction Guide, you represent and warrant that you are permitted to submit such information, and that the information is accurate, not confidential, and not submitted in violation of any contractual restrictions or rights of any third party.

Subject to these Terms, we grant each user of the Site a worldwide, non-exclusive, non-licensable and non-transferable license to use (i.e., to download and display locally) content solely for the purposes of using the Website. Use, reproduction, modification, distribution or storage of any content for other than purposes of using the Site is expressly prohibited without prior written permission from us. You shall not sell, license, rent, or otherwise use or exploit any content for commercial use or in any way that violates any third party right.

You are prohibited from posting or transmitting any infringing, unlawful, fake, false, abusive, inappropriate, inaccurate, threatening, defamatory, libelous, obscene, pornographic or profane material, or any material that could constitute or encourage conduct that would be considered a criminal offense or give rise to civil liability, or otherwise violate any law. We will fully co-operate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting such materials and we may in our sole discretion remove any materials if it falls or might fall within the foregoing categories, or is otherwise inappropriate. We may terminate any account for uploading such material in violation of these Terms at any time, without prior notice and in our sole discretion.

The Website contains links to other websites and resources on the Internet controlled by third parties. Such links are provided as a convenience to our users and should not be interpreted as an endorsement of the owner or sponsor of the site or the content of the site. Construction Guide is not responsible for the content of any site linked to from the Site. Your linking to any other site is entirely at your own risk. You should read and review any applicable privacy policies or terms and conditions of any such third party site.

The contents of the Website, such as text, graphics, images, audio, video and other material ("Material") are protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws and are owned or controlled by Construction Guide or by third parties who have licensed their Material to Construction Guide. Unauthorized use of the Material may violate copyright, trademark, and other laws. Except as expressly authorized by Construction Guide or the applicable copyright owner, you may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit, any of the Material, in whole or in part or reproduce, display, publicly perform, distribute, or otherwise use the Material in any way for any public or commercial purpose. In the event of any permitted copying, redistribution or publication of the Material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made. You acknowledge that you do not acquire any ownership rights by downloading the Material. The trademarks, logos and service marks (the "Marks") displayed on the Site are owned by Construction Guide or third parties. You are prohibited from using such

Marks without the express, written permission of Construction Guide or the relevant third party owner. If you would like information about obtaining Construction Guide' permission to use the Material or Marks on your website, please contact us by email. Decisions to grant or deny permissions are within the sole discretion of Construction Guide. Construction Guide and all related logos and marks, whether or not registered, are trademarks belonging to Construction Guide. All rights reserved.

IV. Privacy

None of the information or material that you submit to Construction Guide on the Website shall be considered private information. Proprietary information provided to Construction Guide or disclosed during discussions, contract work, and use of Construction Guide's Services shall be kept confidential. This Website does not accept electronic payment and no payment information shall be stored on this Website.

V. Indemnity

You agree to defend, indemnify and hold harmless Construction Guide, and its members, agents, and employees, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to reasonable attorneys' fees) arising from (1) your use of and access to the Construction Guide's Website; (2) your violation of any term or condition of these Terms; (3) your violation of any third party right, including without limitation any patent, trademark, copyright, property, other intellectual property or privacy right in relation to the Services; (4) any claim that one of your ideas, reviews, comments, posts or opinions submitted to the Services caused damage to a third party; (5) any action you take on or through the Services; (6) any improper or illegal use of your account password; and (7) any and all claims brought by third parties (including without limitation for any damage, loss or destruction of any tangible personal or real property) to the extent caused by your acts or omissions. Construction Guide reserves the right to assume the sole control of the defense and settlement of any claim, demand, action or suit covered by the above indemnification obligation, and you shall reasonably cooperate with Construction Guide with respect thereto. This indemnification provision will survive these Terms and Conditions and your use of the Construction Guide Services.

VI. Warranties and Disclaimers

We have no special relationship or fiduciary duty to you through your use of this Website. You acknowledge that we have no duty to take any action regarding (i) who is allowed to access the Website; (ii) what content you access via the Website; or (iii) how you may interpret or use the content.

You release us from all liability for you having acquired or not acquired content through the Website. We make no representations concerning any content contained in or accessed through the services, and we will not be responsible or liable for the accuracy, copyright compliance, or legality of material or content contained in or accessed through the Website.

THE SITE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. CONSTRUCTION GUIDE MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR

IMPLIED, AS TO THE ACCURACY, VALIDITY, TIMELINESS OR COMPLETENESS OF ANY MATERIAL OR INFORMATION CONTAINED ON THE WEBSITE OR THEIR SUITABILITY FOR A PARTICULAR PURPOSE. WE DO NOT PROVIDE ANY EXPRESS WARRANTIES OR REPRESENTATIONS AND TO THE FULLEST EXTENT ALLOWABLE BY LAW, WE DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE SPECIFICALLY DISCLAIM ANY LIABILITY OR RESPONSIBILITY FOR ANY ERROR OR OMISSIONS IN THE CONTENT OF THE WEBSITE. WE DISCLAIM ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

WE, AND OUR DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, AND PARTNERS DO NOT WARRANT THAT: (1) THE WEBSITE WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; (2) ANY DEFECTS OR ERRORS WILL BE CORRECTED, (III) ANY CONTENT OR SOFTWARE AVAILABLE AT OR THROUGH THE WEBSITE IS FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS; OR (IV) THE RESULTS OF USING THE WEBSITE WILL MEET YOUR REQUIREMENTS. YOUR USE OF THE WEBSITE IS SOLELY AT YOUR OWN RISK.

CONSTRUCTION GUIDE MAKES NO CLAIMS OR PROMISES ABOUT THE QUALITY OR ACCURACY OR RELIABILITY OF THE ACCOUNTS OR OTHER INFORMATION ON THE WEBSITE AND CONSTRUCTION GUIDE IS NOT LIABLE TO YOU FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE FROM RELIANCE ON THE QUALITY, ACCURACY OR RELIABILITY OF THE ACCOUNTS OR SUCH OTHER INFORMATION. TO THE EXTENT YOU USE THE WEBSITE IN CONNECTION WITH ANY SERVICE PROVIDER RELATIONSHIP WITH A THIRD PARTY, CONSTRUCTION GUIDE SHALL NOT HAVE ANY LIABILITY ARISING FROM OR RELATING TO SUCH RELATIONSHIP, OR THE ASSOCIATED THIRD PARTY OR SERVICES.

CONSTRUCTION GUIDE MAKES NO CLAIMS OR PROMISES REGARDING THE CONDUCT OF THIRD PARTIES. AS SUCH, WE ARE NOT LIABLE FOR ANY LOSS OR DAMAGE THAT MIGHT ARISE AS A RESULT OF ANY THIRD PARTY ACTION, INCLUDING, BUT NOT LIMITED TO, NEGATIVE USER REVIEW, NEGATIVE EXPERIENCES WITH ONE OF THE BUSINESSES LISTED ON THE WEBSITE OR MISUSE OF YOUR CONTENT OR IDENTITY.

CONSTRUCTION GUIDE DOES NOT HAVE ANY OBLIGATION TO VERIFY THE IDENTITY OF THE USERS OF THE WEBSITE, NOR DOES IT HAVE ANY OBLIGATION TO MONITOR THE USE OF ITS WEBSITE BY USERS. CONSTRUCTION GUIDE DISCLAIMS ALL LIABILITY FOR IDENTITY THEFT OR ANY OTHER MISUSE OF YOUR IDENTITY OR INFORMATION.

VII. Limitation of Liability

IN NO EVENT SHALL CONSTRUCTION GUIDE, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, PARTNERS, OR SUPPLIERS, BE LIABLE WITH RESPECT TO THE SITE OR THE SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT,

NEGLIGENCE, TORT, STRICT LIABILITY, GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, COMPENSATORY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, DESTRUCTION OF PROPERTY, DEATH OR BODILY INJURY, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF BUSINESS REPUTATION OR GOODWILL, EVEN IF CONSTRUCTION GUIDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL CONSTRUCTION GUIDE' TOTAL CUMULATIVE LIABILITY TO YOU FOR ANY AND ALL CLAIMS RELATING TO OR ARISING OUT OF YOUR USE OF THE SITE, REGARDLESS OF THE FORM OF THE ACTION, EXCEED THE GREATER OF THE FEES PAID BY YOU TO CONSTRUCTION GUIDE OR \$10.

VIII. Termination

Construction Guide and the User each enjoy mutual rights of termination. You may terminate your account for any or no reason, at any time with notice to Construction Guide. To terminate your account, please email us. The termination will be effective upon Construction Guide processing your notice. Similarly, Construction Guide may terminate your account, for any or no reason, at any time, with or without notice.

Construction Guide may also restrict, suspend or terminate the account of any user who violates these Terms or abuses or misuses the Site including, but not limited to, the following: (1) creating multiple or false Accounts, (2) abusing the Site, (3) using the Site commercially without Construction Guide' authorization, (4) violating any intellectual property rights, or (5) any other behavior or activity that Construction Guide, in its sole discretion, deems contrary to the purpose and mission of the Services.

IX. Miscellaneous

The failure of either party to exercise, in any respect, any right provided for herein shall not be deemed a waiver of any further rights hereunder. We shall not be liable for any failure to perform any obligations hereunder where such failure results from any cause beyond our reasonable control. If any provision of these Terms is found to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect and enforceable. These Terms are not assignable, transferable or licensable by you except with our prior written consent. We may transfer, assign or delegate these Terms and any rights and obligations without consent.

These Terms shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflict of laws provisions. Each party to any suit, action or proceeding arising out of or relating to these Terms irrevocably (i) submits to the jurisdiction of the State Courts of the State of New York and the United States District Court for the district of Southern District of New York over any suit, action or proceeding arising out of or relating to these Terms, (ii) waives to the fullest extent enforceable under applicable law any objection which it may now or hereafter have to the above venue of any such suit, action or proceeding and any claim that any such suit, action or proceeding brought in such Court has been brought in an inconvenient

forum, (iii) waives to the fullest extent enforceable under applicable law any objection which it may now or hereafter have to the above mentioned Court having jurisdiction of the parties hereto and to the subject matter of these Terms, and (iv) acknowledges that a final judgment in any such suit, action or proceeding brought in such Court, after all appropriate appeals, shall be conclusive and binding upon it. In any suit or arbitration regarding these Terms, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

We reserve the right, in our sole discretion, to modify or replace any of these Terms, or change, suspend, or discontinue the Site (including without limitation the availability of any feature, database, or content) at any time by posting a notice on the Site or by sending you a notice through the Site, via e-mail or by another appropriate means of electronic communication. We may also impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability. While we will timely provide notice of modifications, it is also your responsibility to check these Terms periodically for updates. Your continued use of the Site following notification of any changes to these Terms constitutes acceptance of those changes.

Both parties agree that these Terms are the complete and exclusive statement of the mutual understanding of the parties regarding use of this Site and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter hereof, and that all modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of these Terms and you do not have any authority of any kind to bind us in any respect whatsoever.