

Terms of Use

Last Updated December 23, 2023

THIS USER AGREEMENT INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION AND A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 21 BELOW FOR MORE INFORMATION.

These Terms of Service (the "Agreement") set forth a legal agreement between you ("you" or "your") and PRGB, Inc., its affiliates, subsidiaries, agents, and assigns (collectively, "Build", "we", "us", or "our") regarding your use of our websites, including getbuild.com (each, a "Site"), our mobile applications (each, an "Application"), and the products and services offered, operated, or made available by us through the Sites or the Applications (collectively, with the Sites and the Applications, the "Services"). In consenting to the terms of this Agreement, you agree to be bound by the terms, conditions, and disclosures related to your use of Build, which includes the Build Terms of Use, E-Sign Disclosure, and Privacy Policy, all of which can be found at <https://getbuild.com/legal/#terms>.

1. Acceptance of Agreement.

The user should carefully read this Agreement before using the Services. By using, accessing, interacting with, or signing up for the Services, you agree that you have read, understand, and agree to be bound by this Agreement. You additionally represent and warrant to us that: (i) you are a legal resident of the United States; (ii) you are of legal age to enter into this Agreement; (iii) you have not previously been suspended, removed or deactivated from the Services; (iv) your use of the Services complies with any and all applicable laws and regulations.

This is a legally binding agreement. If you do not agree with this Agreement, you may not use the Services.

2. Privacy Policy.

Please read our Privacy Policy (the "Privacy Policy") carefully for information relating to our collection, use, and disclosure of your personal information. By accessing or using the Services you agree to our Privacy Policy.

3. Modifications of The Agreement and the Privacy Policy.

We reserve the right to amend the Agreement and the Privacy Policy at any time and will notify you of any such changes by posting the revised documents on our Sites or Applications. You should check these documents periodically for changes. All changes shall be effective upon posting. We will date the Agreement and the Privacy Policy with the last day of revision. Your continued use of the Services after any changes constitutes your agreement to be bound by any such changes.

4. Use of The Services.

You represent, warrant, and covenant that you shall not (i) try to reverse engineer, disassemble, decompile, or decipher the Services or any software utilized by the Services, (ii) navigate or search the Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders), (iii) use a means other than our provided interface to access the Services, (iv) use the Services in a way that could impair, overburden, damage, or disable any portion of the Services, (v) mirror any material contained on the Services, or (vi) upload, post or transmit to, distribute, or otherwise publish through the Services any materials which (a) restrict or inhibit any other user from using and enjoying the Services, (b) are unlawful, threatening, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit or indecent, (c) constitute or encourage conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate law, (d) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, patent, rights of privacy or publicity or any other proprietary right, (e) contain a virus or other harmful component, (f) contain any information, software or other material of a commercial nature, (g) contain advertising of any kind, or (h) constitute or contain false or misleading indications of origin or statements of fact.

Any unauthorized use of the Services, including but not limited to unauthorized entry into our systems, misuse of your Credentials (defined below), or misuse of any information posted on or through the Services is strictly prohibited. We make no claims concerning whether use of the Services is appropriate outside of the United States. If you access the Services from outside of the United States,

you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

5. Updates.

We may, from time to time, at our sole discretion and without notice to you, provide updates to the Services that contain, without limitation, bug fixes, patches, or reduced, modified, or enhanced functionality to the Services ("Updates"). We may automatically check the version of an Application that you use and, if applicable, require updates to the Application before providing continued access to the Services. By installing an Application, you authorize the automatic download and installation of Updates and agree to download and install Updates manually if necessary. We reserve the right to temporarily disable or permanently discontinue any and all functionality of the Services at any time without notice and with no liability to you. We will have no liability whatsoever on account of any change to the Services or any suspension or revocation of your access to or use of the Services.

6. Modification of Agreement.

We may, from time to time and at our sole discretion, modify this Agreement. Please check this Agreement periodically for changes. Your continued use of the Services after the changes become effective constitutes your binding acceptance of such changes. In the event that a change to this Agreement materially modifies your rights or obligations, we will make an effort to notify you of the change, such as by sending you an email to the address we have on file for you, or presenting a pop-up window or other notification to you through the Services when you log in, and we may require that you accept the modified Agreement in order to continue to use the Services. Immaterial modifications are effective upon publication, and material changes will be effective upon the earlier of (a) continued use of the Services, or (b) thirty (30) days following the change. Disputes regarding this Agreement or the Services will be resolved in accordance with the version of the Agreement in effect at the time the dispute arose.

7. Conflicts.

In the event of any conflict between this Agreement and your Loan Agreement with Build, your Loan Agreement will control.

8. Fees.

There may be fees associated with any loan you obtain from Build.

9. Accounts.

a. **Account Creation.** In order to use the Services, you must create an account (an "Account") with us. To create an Account, you may be asked to provide certain registration details or other information. You agree that the information you provide to us on registration and at all other times, will be true, accurate, current, and complete, and that you will keep this information accurate and up-to-date at all times. As part of registration, you will be asked for or provided with certain credentials, potentially including a username, password, verification code, or any other piece of information reasonably required as part of our security procedures (collectively, your "Credentials"). You must treat your Credentials as confidential, and you must not disclose them to any other person or entity. You will be solely responsible for any activities or actions take under your Account, whether or not authorized by you. Please notify us immediately of any unauthorized use of your Credentials or Account. We are not liable for any loss or damage from your failure to comply with these requirements.

b. **Identity Verification.** You hereby authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and Account information. This may include asking you for further information and/or documentation about your identity, or requiring you to take steps to confirm ownership of your email address, wireless/cellular telephone number or financial instruments, and verifying your information against third party databases or through other sources.

c. **Limitations on Accounts.** You may not create more than one (1) Account. Each unique mobile device may not be associated with more than two (2) user Accounts. Users who attempt to associate an excessive number of mobile devices with a single user Account may be deemed to have violated this Agreement and may be subject to Account suspension or closure.

10. Communications.

By providing us with a telephone number for a cellular phone or other wireless device, you agree to receive autodialed and pre-recorded, non-marketing, service-related text messages and phone calls from us or on our behalf at the phone number provided. You

may also choose to receive marketing or promotional text messages from us. You understand that choosing to receive marketing or promotional messages is not a condition of using the Services. You agree to promptly alert us whenever you stop using a telephone number. Standard message and data rates may apply to both non-marketing and marketing-related messages. Carriers are not liable for delayed or undelivered messages.

11. Intellectual Property Rights.

We own and operate the Services. All content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, text, data, contents, names, trade names, trademarks, trade dress, service marks, layout, logos, designs, images, graphics, illustrations, artwork, icons, photographs, displays, sound, music, video, animation, organization, assembly, arrangement, interfaces, databases, technology, and all intellectual property of any kind whatsoever and the selection and arrangement thereof (collectively, the "Materials") are owned exclusively by us or our licensors or suppliers and are protected by U.S. copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Materials without our prior written permission in each instance. You may not use, copy, display, distribute, modify or reproduce any of Materials unless in accordance with written authorization by us. All rights related to the Materials are hereby reserved.

12. Feedback.

You may offer or be asked to offer recommendations, suggestions, ideas, derivations, enhancement requests, or other feedback concerning the Services ("Feedback"). You hereby assign us an unrestricted, perpetual, irrevocable, non-exclusive, fully paid, royalty free right to exploit any Feedback in any manner and for any purpose, including to improve the Services and create other products and services.

13. User Content.

Excluding Feedback, we do not claim ownership of the content that you provide, upload, submit or send to us through the Services. You understand and agree that all materials transmitted on or through the Services are your sole responsibility, and that you are responsible for all material you provide, upload, submit or send to or through the Services. When you provide us with content through the Services, you grant us a non-exclusive, irrevocable, royalty-free, transferable, and worldwide license to use your content and associated intellectual property and publicity rights in any manner and for any purpose, including to improve the Services and create other products and services. We will not compensate you for any of your content. You acknowledge that our use of your content will not infringe any intellectual property or publicity rights. Further, you acknowledge and warrant that you own or otherwise control all of the rights of the content you provide, and you agree to waive your moral rights and promise not to assert such rights against us.

14. Third-party Websites and Content.

- a. **General.** Where we provide links from or to third-party websites, we do so for convenience and information purposes only. We do not review, endorse, approve or control, and are not responsible for any websites linked from or to the Services, the content of those websites, the third parties named therein, or their products, resources or services. Linking to or navigating to any other website is at your sole risk and we will not be responsible or liable for any damages in connection with linking or navigating to such website.
- b. **Google Maps.** Certain maps presented to you when using the Service are powered by Google Maps. Your use of the Services is subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service; and (2) Google Privacy Policy. By using the Service, you are agreeing to be bound by such additional terms.

15. Termination.

We may terminate this Agreement at any time without notice or suspend or terminate your access and use of the Services at any time, with or without cause, in our absolute discretion and without notice. You understand and acknowledge that, upon termination of this Agreement, we will have no further obligation to provide or allow access to your Account or the Services. Upon termination, all licenses and other rights granted to you by this Agreement will immediately cease. We are not liable to you or any third party for termination of the Services or termination of your use of the Services. Termination of this Agreement will not affect accrued rights, indemnities, liabilities, the dispute resolution provisions of Section 21, or any other contractual provision intended to survive termination.

16. NO LEGAL, TAX, OR FINANCIAL ADVICE.

ALL MATERIAL THAT WE DISPLAY ON THE SERVICES IS FOR INFORMATION-PURPOSES ONLY, ARE NO SUBSTITUTE FOR SPECIFIC ADVICE, AND ARE IN NO MANNER TO BE CONSIDERED LEGAL, TAX, OR FINANCIAL ADVICE OR A SUBSTITUTE FOR SUCH ADVICE. WE ENCOURAGE YOU TO CONSIDER CONSULTING AN ACCOUNTANT OR OTHER FINANCIAL ADVISOR AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES BEFORE IMPLEMENTING ANY FINANCIAL STRATEGY OR MAKING ANY OTHER FINANCIAL DECISION.

17. Indemnification.

To the fullest extent permitted by law, you agree to indemnify, defend and hold Build and all of its successors, parents, subsidiaries, affiliates, officers, directors, stockholders, investors, employees, agents, representatives and attorneys and their respective heirs, successors and assigns (collectively, the "Indemnified Parties"), harmless from and against any and all claims, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Indemnified Parties arising out of or relating to (i) your access to, use of or alleged use of the Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. You shall cooperate as fully as reasonably required in the defense of any claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not settle any matter without our prior written consent.

18. DISCLAIMER OF WARRANTIES.

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, BUILD AND THE OTHER INDEMNIFIED PARTIES EXPRESSLY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUIET ENJOYMENT, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, FREEDOM FROM VIRUSES OR OTHER HARMFUL CODE, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE. SPECIFICALLY, BUT WITHOUT LIMITATION, WE DO NOT WARRANT THAT: (1) THE INFORMATION PROVIDED IN, OR THAT MAY BE OBTAINED FROM USE OF, THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE CORRECT, ACCURATE, UP-TO-DATE, OR RELIABLE; (2) THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; (3) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED BY OR OBTAINED BY YOU THROUGH THE SERVICES WILL MEET YOUR EXPECTATIONS; OR (4) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED. YOU ASSUME ALL RISK FOR ALL DAMAGES, INCLUDING DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE DEVICE OR LOSS OF DATA THAT MAY RESULT FROM YOUR USE OF OR ACCESS TO THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1542 WHICH PROVIDES: "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."

19. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER THE INDEMNIFIED PARTIES NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OPERATING OR DELIVERING THE SERVICES WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR ANY OTHER LEGAL THEORY, WHETHER OR NOT THE INDEMNIFIED PARTIES HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE WHERE SUCH DAMAGES RESULT FROM: (i) YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE SERVICES, OR (ii) ANY PURCHASE OF A THIRD PARTY PRODUCT OR SERVICE BASED ON INFORMATION CONTAINED IN THE SERVICES, INCLUDING THE AVAILABILITY OF A COUPON. YOU SPECIFICALLY ACKNOWLEDGE THAT THE INDEMNIFIED PARTIES ARE NOT LIABLE FOR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES AND THAT THE RISK OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU. FURTHER, THE INDEMNIFIED PARTIES WILL HAVE NO LIABILITY TO YOU OR TO ANY THIRD PARTY FOR ANY THIRD-PARTY CONTENT UPLOADED ONTO OR DOWNLOADED FROM THE SITE OR THROUGH THE SERVICE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES UNDER THIS AGREEMENT. THIS ALLOCATION IS AN

ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 20 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

20. Dispute Resolution.

You agree that any dispute between you and Build arising out of or relating to this Agreement or the Services (collectively, "Disputes") will be governed by our Arbitration Agreement. Except as otherwise provided in the Arbitration Agreement, which is governed by the FAA, this Agreement and all related claims are governed by the laws of the State of Utah, without regard to conflict-of-law rules.

21. Miscellaneous.

This Agreement, together with the Privacy Policy, Arbitration Agreement, and any other agreements expressly incorporated by reference herein, constitute the entire and exclusive understanding and agreement between you and Build regarding your use of and access to the Service, and except as expressly permitted above may only be amended by a written agreement signed by authorized representatives of the parties. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. The failure to require performance of any provision shall not affect our right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself. Use of paragraph headers in this Agreement is for convenience only and shall not have any impact on the interpretation of particular provisions. In the event that any part of this Agreement is held to be invalid or unenforceable, the unenforceable part shall be given effect to the greatest extent possible and the remaining parts will remain in full force and effect.

22. Contact Information.

If you have any questions regarding PRGB, Inc., the Services that we offer, or this Agreement please contact us by writing to us at: Build, 256 W Data Drive, Draper, UT 84020.