

TERMS OF USE

THE FOLLOWING TERMS AND CONDITIONS ("TERMS") APPLY TO USE OF THE WEB SITES OF NEW YORK BUILDING TECHNOLOGY GROUP, INC., ("NYBTG"). PLEASE CAREFULLY READ ALL OF THE TERMS PRIOR TO USING ANY OF THESE WEB SITES ("SITE"). USING ANY SITE INDICATES THAT YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SITE.

APPLICABILITY OF TERMS

The following Terms apply to all visitors to and users of these Sites. NYBTG reserves the right to change these Terms at any time. Each time you use, access, or browse the Site, you agree to the then-current version of the Terms. If you do not accept and agree to be bound by the Terms, do not use the Site. These Terms shall not apply to, nor govern, the use of any software (including patches) downloaded from the Site. Such software shall continue to be governed by the terms and conditions contained in the agreement through which you acquired your license to use such software.

USE OF SITE

All materials on the Site are protected under United States and international copyright laws. EXCEPT AS STATED WITHIN THIS SECTION, NO MATERIAL ON THE SITE MAY BE COPIED, MODIFIED, REPRODUCED, PUBLICLY DISPLAYED, POSTED, OR DISTRIBUTED WITHOUT OUR WRITTEN PERMISSION. NYBTG authorizes you to view, copy, store copies, print, and download material on the Site within your enterprise on the conditions that you do not modify the material, and you retain in any copy all copyright and other proprietary notices found in the original materials. Any other use of material on the Site, including use for any public or commercial purposes and use on any other web site or network of computers, is unauthorized and may violate reserves the right to make changes to these materials at any time without notice. Materials on the Site may refer to products and services that are not available in your country or area. Consult your local NYBTG representative for information on products and services available to you.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

IN NO EVENT SHALL NYBTG OR ITS SUPPLIERS OR OTHER THIRD PARTIES MENTIONED ON THE SITE BE LIABLE TO YOU OR ANY OTHER PERSON IN ANY WAY FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST BUSINESS, LOST PROFITS OR REVENUE, OR LOSS OF OR DAMAGE TO RECORDS OR DATA ARISING OUT OF THE USE OF OR INABILITY TO USE MATERIALS ON THE SITE OR WEB SITES LINKED TO THE SITE EVEN IF NYBTG HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Applicable law may not allow the exclusions or limitation of incidental or consequential damages, so these limitations may not apply to you.

EXPORT RESTRICTIONS

You agree that materials you obtain from the Site are subject to the export laws and regulations of the United States. Accessing, using, copying, downloading, exporting or re-exporting materials on the Site in violation of such laws or regulations or the applicable laws of any other jurisdiction into which or from which such materials are imported or re-exported is prohibited.

USER TRANSMISSIONS TO SITE

If you transmit or post any material, information, or idea to the Site ("Communications"), NYBTG will treat such Communications as non-confidential and non-proprietary. NYBTG will have no obligations with respect to such Communications and may freely use, copy, modify, and distribute such Communications for any commercial or non-commercial use. Nevertheless, NYBTG will preserve the privacy of all personal data you submit in accordance with its Privacy Statement. You are prohibited from transmitting or posting to the Site any unlawful, threatening, defamatory, libelous, obscene, scandalous, pornographic, or profane material, or any other material that could give rise to civil or criminal liability under the law.

RESTRICTED AREAS

Access to some areas of the Site may be password-protected or secure and restricted only to authorized users only. If you make any unauthorized attempts to enter restricted areas, you may be subject to civil or criminal liability.

THIRD PARTY LINKS

The Site may be linked to other web sites which are not maintained or controlled by NYBTG. NYBTG is not responsible for the contents of such other sites and provides links to such sites only as a convenience. NYBTG does not endorse, control, or provide any warranty for third party sites linked to the Site. If you access a link to another web site, you do so at your own risk.