

## Internet Agreement

### 1. Parties.

This Internet Agreement is made between Building Material Dealers Association ("BMDA"), 1006 SE Grand Avenue, Suite 301, Portland, OR 97214-2398; (503) 208-3763 and \_\_\_\_\_ ("Company")  
\_\_\_\_\_  
\_\_\_\_\_ [insert address]  
\_\_\_\_\_ [insert telephone number].

### 2. Effective Date.

This Agreement is effective as of \_\_\_\_\_, 20\_\_.

### 3. Membership Agreement.

BMDA and Company are parties to an "Application and Agreement of Membership," a copy of which is kept at BMDA's office and which is incorporated by this reference herein ("Membership Agreement").

### 4. Amendment.

The Membership Agreement is amended in accordance with the terms herein contained such that this Amendment and the Membership Agreement shall be read and construed as a single document, except as otherwise provided herein. A breach of either agreement is a breach of the other.

### 5. Other Terms Remain in Effect.

Except as so amended, the terms of the Membership Agreement remain in full force and effect. **Without limiting the foregoing, the terms and conditions of ¶4 of the Membership Agreement related to Disclaimer of Warranties, ¶5 of the Membership Agreement related to Limitation of Damage and ¶6 of the Membership Agreement related to exclusivity of Remedies remain in full force and effect and apply to the Membership Agreement and to each and every aspect of the Agreement including but not limited to any use of the Internet by Customer.**

### 6. Conflict.

In case of any conflict between these terms and any terms of the Membership Agreement, or any other agreement related or incorporated therein, the terms set forth in the Agreement shall prevail.

### 7. Authorization for Use of the Internet and Limitation of Damage.

Company may use the Internet or any other means of communication now existing or arising at any time (hereinafter "the Internet") to request the delivery of goods or services by BMDA, for information to be furnished by BMDA, for services to be undertaken by BMDA or to otherwise communicate with BMDA. BMDA may use the Internet to communicate with Company at any time for any reason. In addition to, and not in lieu of the provisions of the Membership Agreement, the Company assumes any and all risks and liabilities for any use of the Internet with BMDA. This includes but is not limited to: any and all risks related to privacy, risks related to viruses, risks related to the timing or delivery of any information and risks related to copyright, trademark or intellectual property. Company hereby unconditionally and irrevocably authorizes any and all communication with the Company through the Internet. **In no event shall BMDA's total liability regardless of the number of claims made or presented be greater than the amount charged by BMDA and paid by the Company in respect of which such claim is made. If no amount is paid by the Company to BMDA the amount of the Company's claim shall be zero. Except as provided and limited herein, Company hereby unconditionally and irrevocably waives and releases BMDA of any and all claims unknown or known, now existing or arising at any time in the future arising by or in any way related use of the Internet with BMDA whether such claims arise at law, in equity or otherwise and including but not limited to claims for breach of contract, strict liability and negligence. For the purposes of this ¶7 and ¶12, "BMDA" have the definition found in ¶5 of the Membership Agreement which is agreed to include BMDA and any and all of BMDA's Internet service providers and any and all persons which provide services, software or hardware used by BMDA related to the Internet. UNDER NO CIRCUMSTANCES SHALL BMDA BE LIABLE FOR ANY SPECIAL, LIQUIDATED INCIDENTAL OR CONSEQUENTIAL DAMAGES AT ANY TIME FOR ANY REASON UNDER ANY CLAIM.**

### 8. Company Must Timely Object.

BMDA may send to Company a confirmation of Company's request. Upon receipt of said confirmation, Company shall immediately give written notice to BMDA of any error, defect, omission or other objection. Without prejudice to any of BMDA's rights, defenses or remedies, Company's failure immediately (and, in no event, within 24 hours of receipt of BMDA's confirmation) to provide said written notice shall be a supplemental waiver of any claims

Company may have against BMDA. BMDA is not obligated to give confirmation to Company of Company's request And any failure to give said confirmation does not waive or release any of BMDA's rights, defenses or remedies.

**9. No Obligation to Retain Information.**

BMDA shall have no obligation to retain, back-up, store or maintain in any fashion, manner or means copies or originals of any goods or services provided by BMDA, requests for information to be furnished by BMDA or any data or documents related to any goods or services to be undertaken by BMDA at any time for any reason. Should BMDA in its sole discretion elect to retain, back-up, store or maintain in any fashion, manner or means copies or originals of any goods or services provided by BMDA, requests for information to be furnished by BMDA or data or documents related to any goods or services to be undertaken by BMDA, these shall be the sole and exclusive property of BMDA and they may be destroyed and/or deleted by BMDA without notice to or consent from Customer. BMDA shall not be liable for any deletion or destruction thereof by any means or method, voluntarily or involuntarily including without limitation any loss or destruction by fire, flood, power outage or surges or any Act of God.

**10. Internet Agreement.**

Notwithstanding any other terms of the Agreement or any other agreement with BMDA, Customer agrees that it shall also be bound by the terms and conditions of any "agreement", "disclaimer", "warning" or "acknowledgement" provided by BMDA and approved or accepted by or for Customer in any use of the Internet. Use of Customer's "Password" shall be deemed acceptance and approval but shall not be the sole method of acceptance or approval. These "agreements", "disclaimers", "warnings" or "acknowledgments, if any, shall be in addition to and not in lieu of the Membership Agreement or this Agreement. Company agrees not to permit any Internet use with or to BMDA except by persons who are authorized by Company and who can legally bind the Company.

**11. Internet Use.**

Any and all use of the Internet with BMDA by Company shall be for lawful commercial purposes only. Customer shall not transmit anything in violation of any federal, state or local statute, rule, law or regulation. This includes but is not limited to any copyrighted material, obscene material or material subject to any trade secret protection. BMDA shall not be liable for the protection or privacy or security of any communication or access to or from it through the Internet with or to BMDA. Customer agrees not to use or attempt to use any device, virus, software, transmission, or any other communication or access to interfere, terminate or disrupt BMDA's Internet use, or that of other BMDA customers or its Internet Service Provider. BMDA shall not be liable for any content appearing on any sites which may be linked with BMDA. Any link does not mean that BMDA approves, authorizes or endorses such site or is in any way affiliated with it. Such access is a Customer's sole risk. All content is the sole property of BMDA unless otherwise indicated.

**12. Indemnity.**

To the fullest extent permitted by law, Customer shall fully and forever defend (with counsel acceptable to BMDA), indemnify, protect, save and hold harmless BMDA from any and all claim, loss, liability and expense, including legal expense, arising by reason of or related to Customer's use of the Internet.

**13. Information.**

Current rates for BMDA membership and its goods and services may be obtained by calling BMDA at 1-888-960-6329. BMDA reserves the right to change any or all rates as provided in the Membership Agreement. Currently there is no additional charge to the Customer by BMDA for Customer's use of the Internet. BMDA's usual and customary charges, including but not limited to those for membership and goods and services requested will apply as will applicable taxes. Complaints related to BMDA may be made in writing or by telephone. They should be directed to BMDA Executive Manager at the address and telephone listed at the beginning of this Agreement.

**14. Miscellaneous.**

- a). This Agreement contains the entire modification of the agreement between the parties and the terms hereof are contractual and supported by good and sufficient consideration.
- b). If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.

c). Where the context so requires the singular shall be deemed to include the plural, the plural the singular, and the masculine, feminine or neuter to mean the other. The paragraph captions are for convenience only and shall not be deemed or construed to define or interpret this agreement.

d). Each party intends that this Agreement in all respects shall be deemed and construed to be equally and mutually prepared by all parties and it is hereby expressly agreed that any uncertainty or ambiguity shall not be construed for or against any party. This Agreement was prepared by the Law Office of Scott ♦ Hookland LLP as attorneys for BMDA only.

e). The person signing this agreement in an agency capacity are authorized to do so by their respective principal(s). BMDA's approval to this Agreement has been authorized by its Board of Directors.

Company \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_

BMDA  
Signature \_\_\_\_\_  
Title \_\_\_\_\_ Date \_\_\_\_\_  
Print Name \_\_\_\_\_

A. Email Address: \_\_\_\_\_

B. Provide a unique name of Login: \_\_\_\_\_ (15 Characters or less)

C. Provide a unique name for Password: \_\_\_\_\_ (15 Characters or less)

D. Member Number: \_\_\_\_\_

E. Telephone Number: \_\_\_\_\_

F. Fax Number: \_\_\_\_\_