

BUILDERTREND UNIVERSITY TERMS OF SERVICE

These terms and conditions for event registration and attendance (the "BTU Terms") are binding without qualification or exception, on all persons that register or for whom are registered (collectively, the "Registrant"), to attend a session of Buildertrend University ("BTU") presented by Buildertrend Solutions, Inc., its subsidiaries, affiliates, specifically DH-2, LLC, employees, agents, and representatives (collectively, "Buildertrend"). By registering for BTU as set out below, each Registrant hereby agrees (1) to be bound by and shall be deemed to have accepted these BTU Terms, which the Registrant acknowledges to have read and understood and (2) that he/she has obtained the consent of his/her employer, to the extent his/her employer may so require, prior to registering for the Event and becoming bound by these BTU Terms. If the Registrant is not authorized or does not agree to any of these BTU Terms, the Registrant may not enter, view, or make use of this website for BTU (the "Website") or register for or otherwise attend, BTU.

1. Payment Information & Terms

Upon submission of the registration form, full payment of the BTU registration fee will be charged to my credit card on file with Buildertrend. Those Registrants who have not submitted full payment prior to their arrival at BTU will be charged the onsite rate and be required to submit full payment onsite prior to gaining access or entry to BTU. Orders placed on behalf of multiple attendees for group registrations must be current on all group registration fees in order that any member of the group may gain access or entry to BTU.

2. Cancellation by Customer

Registrant request to cancel or reschedule a class must be submitted via email with the word "Cancellation" in the subject line to BTU@buildertrend.com. Registrant request for class cancellation must be received by Buildertrend within seven (7) calendar days of the date of sign up in order for Registrant to receive a full refund/credit of registration fees paid. Reschedule requests for another BTU class date must be received by Buildertrend ten (10) calendar days prior to the start date of the Registrant's originally scheduled BTU class. No shows to class on the class start date or reschedule requests within seven (7) calendar days of the Registrant's originally scheduled BTU class will be billed the full registration fee. Registrant may substitute registered course attendee(s) without charge by sending notification to BTU@buildertrend.com at least 24 hours prior to the start of the conference. Cancellation or no-show fees cannot be applied toward future classes.

3. Cancellation by Buildertrend

Buildertrend reserves the right to cancel any training course due to insufficient enrollment by providing notice to customer at least seven (7) calendar days prior to schedule commencement date. In the event of cancellation by Buildertrend, Registrant may elect receive a full refund of registration fees paid or credit toward alternative class(es). Buildertrend will not be responsible for non-refundable travel tickets purchased or reservations made by Registrant. If a training class is canceled by Buildertrend due to circumstances beyond its reasonable control (e.g., weather, natural disaster), the Registrant is entitled to a full BTU credit which must be used within six (6) months of the date of the original class for another class offered by Buildertrend.

4. Admittance and Attendance Guidelines

The following obligations apply to all Registrants:

- (a) (a) Each Registrant must be twenty-one (21) years of age or older;
- (b) (b) A valid photo ID (either a government issued identification or driver's license card or a passport) will be required upon arrival at BTU;
- (c) (c) Buildertrend reserves the right to deny admittance to BTU to anyone who has registered under false or erroneous pretenses (e.g., using another attendee's name, individuals who are underaged, etc.) and to retain any BTU registration fees previously submitted for such registrations;
- (d) (d) Buildertrend reserves the right to refuse or revoke BTU registration and admission to any individual, at its sole discretion
- (e) (e) Smoking is not permitted within BTU premises;
- (f) (f) Possession or use of illegal or controlled substances, or possession or use of firearms or other deadly weapons is strictly prohibited; and
- (g) (g) Anyone who is removed from BTU for any reason may be arrested and subjected to both criminal charges and a civil lawsuit.

5. Code of Conduct

Buildertrend is dedicated to providing a harassment free experience for everyone, regardless of gender, gender identity and expression, age, sexual orientation, disability, physical appearance, body size, race, ethnicity, national origin, religion (or lack thereof), or technology choices. We do not tolerate harassment of our community in any form. Sexual or discriminatory language and imagery is not appropriate for any venue, including personal space, presentations, workshops, parties, Twitter, and other online media. Community participants violating these rules may be sanctioned or expelled from our events or venues at the discretion of the staff and without a refund. Please bring any concerns to the immediate attention of our team.

6. Recordings

Buildertrend reserves the right to (a) limit, restrict or prohibit audio or video recordings and/or transmissions of BTU or any portion thereof, or the taking of photographs during the BTU, and (b) remove anyone conducting unauthorized recordings or photography. Any person who conducts unauthorized recordings or photography after being notified by Buildertrend that such recordings or photography are so limited, restricted, or prohibited hereby (v) transfers ownership of any and all unauthorized recordings of BTU (i.e., tape, CD, or such other medium) to Buildertrend or its assigns, (x) agrees, upon request, to give possession of all copies of any such unauthorized recordings to Buildertrend before leaving the BTU premises, (y) authorizes use of any such unauthorized recordings of BTU (tape, CD, or such other medium) by Buildertrend and/or its assigns for any purpose, and (z) represents that any attendees and other individuals that appear in such photos and videos have also consented to such use. Notwithstanding the foregoing, Buildertrend, its sponsors and vendors, and other third parties may from time to time take photos and videos at BTU, which Buildertrend may later use in any format or medium for its promotional purposes, or which may otherwise be used, published or posted by a third party, including without limitation, via online posting on a third party or Buildertrend website. By participating or attending BTU, each Registrant agrees that he or she may appear in these photos and videos, and authorizes, and agrees to hold BTU harmless from, their use in this fashion. The views expressed by any conference attendee, speaker, exhibitor or sponsor are not necessarily those of Buildertrend or its affiliates. All conference attendees, speakers, exhibitors and sponsors are solely responsible for the content of any and all individual or corporation presentations, marketing collateral, advertising, and online web content.

7. Warranty

Buildertrend warrants that its personnel are suitably qualified and experienced to present, train, and teach at BTU. Except as expressly represented otherwise, and to the extent not prohibited by law, all workshops, presentations, and information provided at BTU, including any documentation, publications, software programs or code, and other information provided by or on behalf of Buildertrend or its suppliers to Registrant is furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency, accuracy, or results. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY BUILDERTREND AND ITS SUPPLIERS. NO ORAL OR WRITTEN INFORMATION PROVIDED BY BUILDERTREND SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THESE TERMS.

8. Limitations of Liability

In consideration for being permitted to attend and participate in BTU, Registrant, for himself/herself and his/her personal representatives, heirs, and next of kin, hereby accepts any and all risks associated with and/or in any way related to BTU, known and unknown, and agrees to be solely responsible for Registrant's own safety and to take every precaution to provide for Registrant's own safety and well-being while attending and/or participating in BTU.

In further consideration of being permitted to attend and participate:

- (a) (a) REGISTRANT HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE Buildertrend or its respective members, managers, shareholders, directors, officers, employees, and agents (collectively, the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by Registrant, or to any property belonging to Registrant, whether caused by the negligence of Released Parties, or any other person while Registrant is in, on or about the Buildertrend premises located at 11818 I Street, Omaha, NE (the "Facility") and/or attending BTU.
- (b) (b) REGISTRANT HEREBY AGREES TO INDEMNIFY, SAVE AND HOLD HARMLESS the Released Parties, and each of them, from any loss, liability, damage or cost they may incur as a result of Registrant's presence in, on or about the Facility or Registrant's attendance at BTU, and that in the event that any claim is made against any of the Released Parties, Registrant will defend and fully indemnify the Released Parties for any such claim and all expenses related thereto, including attorney's fees and costs.
- (c) (c) REGISTRANT HEREBY ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE due to the negligence of any Released Parties or otherwise while Registrant is in, on or about the Facility and/or attending BTU.

9. Privacy Policy

You hereby agree to permit Buildertrend to provide registration information (excluding payment information) to applicable authorized training center partners for purposes of teaching Buildertrend training classes. Please refer to our Buildertrend [Privacy Policy](#) for more information.

10. Choice of Law and Venue

The laws of the State of Nebraska, in the United States, will govern these BTU Terms, as well as any claim, cause of action or dispute that might arise between Registrant and Buildertrend (a "Claim"), without regard to conflict of law provisions. FOR ANY CLAIM BROUGHT BY EITHER PARTY, YOU AGREE TO SUBMIT AND CONSENT TO THE PERSONAL AND EXCLUSIVE JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE STATE AND FEDERAL COURTS LOCATED WITHIN DOUGLAS COUNTY, NEBRASKA.