

**BTA+VALUATION
WEBSITE AND APPLICATION
TERMS OF USE**

Introduction

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In the event you subscribe for “Unlimited Access” and your Account has more than one “User”, such additional User Accounts are intended to be personal to individual members of your organization. In the event such User is no longer employed by your organization, your

organization may assign the terminated User's account to a different employee, subject to the then-current Terms.

Account Information

Confidentiality and security are extremely important to us. When you set up an Account, you may be required to provide your name, email address, and phone number (collectively, your "Account Information"). Further, to prepare the Materials, you will need to enter, as additional Account Information, certain business information, including business name, limited financial information and answers to a qualitative business factors questionnaire. Your information is strictly confidential, and we have no intention of sharing your Account Information with any third-parties. You agree to only provide us with true, accurate, current and complete information for your Account. If someone accesses the Services using your Account Information, we will rely on that Account Information and will assume that it is really you or your representative who is accessing the Services. You are solely responsible for any and all use of your Account Information and all activities that occur under or in connection with the Account. Without limiting any rights which we may otherwise have, we reserve the right to take any and all action, as we deem necessary or reasonable, to ensure the security of the Services and your Account, including without limitation terminating your Account, changing your password, or requesting additional information to authorize transactions on your Account. You agree to be responsible for any act or omission of any users that access the Services under your Account Information that, if undertaken by you, would be deemed a violation of these Terms. In no event and under no circumstances will CVG be held liable to you for any liabilities or damages resulting from or arising out of (i) any action or inaction of CVG under this provision, (ii) any compromise of the confidentiality of your Account or password, and (iii) any unauthorized access to your Account or use of your password. You may not use anyone else's Account at any time, without the permission of the Account holder and CVG. Please notify CVG, at the email set forth below, immediately if you become aware that your Account Information is being used without authorization. Except for "Additional Users" under an existing "Primary User", you agree not to register for more than one Account or register for an Account on behalf of an individual other than yourself without such individual's authorization.

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9. Interfere in any way with the proper functioning of the Services or interfere with or disrupt any servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Services;
10. Use any robot, spider, other automatic device, or manual process to extract, “screen scrape,” monitor, “mine,” or copy any static or dynamic web page on the Site or the Content contained on any such web page for commercial use without CVG’s prior express written permission;
11. Impersonate any person or entity, or otherwise misrepresent your affiliation with a person or entity; or
12. Mirror or frame the Site or any Content, place pop-up windows over its pages, or otherwise affect the display of its pages.

You must provide all equipment and software necessary to connect to the Services, including but not limited to, a mobile device that is suitable to connect with and use the Services, in cases where the Services offer a mobile component. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing the Services.

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In the event that you provide us any ideas, thoughts, criticisms, suggested improvements or other feedback related to the Services (collectively “Feedback”), you agree that we may use the Feedback to modify our Services and that you will not be due any compensation, including any royalty related to the product or service that incorporates your Feedback. You grant to us a worldwide, royalty-free, fully paid, perpetual, irrevocable license to use, reproduce, modify, translate, distribute, perform, display, import, sell, offer for sale, make, have made and otherwise exploit the Feedback in any form, media, or technology, whether now known or hereafter developed, and to allow others to do the same. This is true whether you provide the Feedback through the Services or through any other method of communication with CVG, unless CVG has entered into a separate agreement with you that provides otherwise.

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Indemnification

You agree to defend, indemnify, and hold CVG, and its members, managers, officers, directors, shareholders, employees, agents and successors, harmless from and against any claims, actions, demands, or damages, including, without limitation, reasonable legal and accounting fees, arising out of or resulting from your breach of these Terms of Use, or your access to, use or misuse of the Services or the content thereof. CVG shall give you notice of any such claim, suit or proceeding. CVG reserves the right to assume exclusive defense and control of any matter, which is subject to

indemnification under this section. In such event, you agree to cooperate with any reasonable request assisting CVG's defense of such matter.

Release

You hereby release CVG, its owners, officers, employees, agents and successors from claims, demands, any and all losses, damages, rights, claims, and actions of any kind including, without limitation, personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Services.

General Provisions

Except as otherwise provided herein, you may not assign any rights granted to you or delegate any of your duties hereunder and any attempt to do so is void and of no effect. CVG may assign its rights or delegate its duties under these Terms partially or in their entirety to any party without notice to you.

In the event that any provision of these Terms is determined invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

These Terms contain the entire understanding and agreement between the parties with respect to the subject matter herein and supersedes any and all other agreements between the parties, whether oral or in writing.

Any failure or delay by CVG to enforce its rights under these Terms shall not constitute a waiver unless such waiver is made in writing.

The paragraph headings in these Terms are included only to help make these Terms easier to read and have no binding effect.

The Terms and the relationship between you and CVG will be governed by the laws of the State of Wisconsin, without giving effect to any choice of laws principles that would require the application of the laws of a different country or state. You consent to personal jurisdiction and venue in and agree to service of process issued or authorized by, any court located in the United States District Court for the Western District of Wisconsin and the Wisconsin Circuit Court for Dane County.

You acknowledge that CVG has the right hereunder to seek an injunction, if necessary, to stop or prevent a breach of your obligations hereunder.

Any limitations on liability explicitly set forth herein and CVG's proprietary rights in and to the Services and Content, will survive the expiration or termination of these Terms for any reason.

Notice; Violations

CVG may give notice to you by email, a posting on the Services, or other reasonable means. You must give notice to CVG in writing on our Contact Us platform at <https://www.btavaluation.com/contact/>. Please report any violations of these Terms of Use to at <https://www.btavaluation.com/contact/>. If you have any questions or concerns about the Services or anything else, please contact us at <https://www.btavaluation.com/contact/> or by mail at 740 Regent St Suite 102, Madison, WI 53715.

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“Materials” shall mean all information, documents, communications, files, text, graphics, software, and products available through the Services.

“Services” shall mean, collectively, the Site, the Application and related services.