



User Agreement
for Crosby Customer Connection

THE FOLLOWING TERMS AND CONDITIONS (the "Agreement") GOVERN THE CROSBY CUSTOMER CONNECTION SERVICE (the "Service") PROVIDED BY THE CROSBY GROUP, INC. ("Crosby") AND YOUR USE OF YOUR CROSBY CUSTOMER CONNECTION ACCOUNT (Your "Account").

1. License to Software. The information in this website, including the Service, is owned by Crosby, and is protected by United States copyright laws and international treaty provisions. Therefore, You may not use this website without proper authorization. You may not copy the printed materials in this website, nor print copies of any user documentation provided in "online" or electronic form without written authorization from Crosby.
2. Security. Your use of the Service and access to Your Account is tied to a specific PC (Electronic Certificate). You are responsible for the security of Your login identification, Your password and any security code that is used to protect access to Your data, file name(s) and files. You are responsible for maintaining the confidentiality of any of Your information. You are responsible for all uses of the website, including the Service, whether or not such use was actually or expressly authorized by You. You are responsible for ensuring that only Your authorized employees use and have access to Your Account. You are also responsible for taking appropriate steps to protect Your organization against potential security risks, such as unauthorized use, that could arise when Your employee(s) leave Your employment.
3. Transmission and Receipt of Content. Crosby will use reasonable efforts to maintain the accuracy of all information on its website. Crosby, however, can not and does not guarantee the accuracy, completeness, timeliness or correct sequencing of any information transmitted via the Internet to You. You agree that Crosby shall have no liability, contingent or otherwise, for the accuracy, completeness, timeliness or correct sequencing of any such information, or for any decision made or action taken by You in reliance upon such information.
4. WARRANTIES. You understand and expressly agree that Your use of Your Account is at Your sole risk, that any material or data downloaded or otherwise obtained through Your use of the website is at Your own discretion and risk and that You will be solely responsible for any damage to Your computer system or loss of data that results from the download of such material or data.

THERE IS NO WARRANTY OF MERCHANTABILITY, NO WARRANTY OF FITNESS FOR A PARTICULAR USE AND NO WARRANTY OF NON- INFRINGEMENT IN CONNECTION WITH THE SERVICE. IN ADDITION, THERE IS NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE SERVICE. THERE IS NO REPRESENTATION OR WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, TIMELY, OR ERROR FREE. THERE IS NO WARRANTY THAT THE

SERVICE WILL BE SECURE EXCEPT TO THE EXTENT THAT ANY SECURITY MEASURES ARE WITHIN CROSBY'S REASONABLE CONTROL.

5. **LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL CROSBY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICE AND YOUR ACCOUNT. YOU HEREBY ACKNOWLEDGE THAT THIS PROVISION WILL APPLY WHETHER OR NOT CROSBY HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE TERMS OF THIS SECTION 5 WILL SURVIVE ANY TERMINATION OF THIS AGREEMENT. IN JURISDICTIONS WHICH RESTRICT LIMITATION OF LIABILITY PROVISIONS, CROSBY'S LIABILITY WILL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

CROSBY WILL NOT BE LIABLE IN ANY AMOUNT FOR FAILURE TO PERFORM ANY OBLIGATION UNDER THIS AGREEMENT, IF SUCH FAILURE IS CAUSED BY THE OCCURRENCE OF ANY UNFORESEEN CONTINGENCY BEYOND THE REASONABLE CONTROL OF CROSBY, INCLUDING WITHOUT LIMITATION INTERNET OUTAGES, COMMUNICATIONS OUTAGES, FIRE, FLOOD, WAR OR ACT OF GOD.

6. **Indemnification.** You agree to defend, indemnify and hold Crosby harmless from and against any and all claims, losses, liability costs and expenses (including but not limited to attorneys' fees) arising from Your violation of this Agreement, state or federal securities laws or regulations, or any third party's rights, including, but not limited to infringement of any copyright, violation of any proprietary right or invasion of any privacy rights. This obligation will survive the termination of this Agreement.
7. **Termination.** You may terminate this Agreement at any time by contacting Crosby and requesting termination of your Account. Crosby may similarly suspend or terminate Your Account at any time for any reason, including but not limited to failure to comply with the terms of this Agreement and any of Crosby's policies.
8. **Modification.** Crosby may modify this Agreement or the Service at any time in its sole discretion. Any modification is effective immediately upon either a posting on the Crosby's Business Partner Central web page, currently located at www.thecrosbygroup.com, or by a message from Crosby sent to You by electronic mail. If any modification to this Agreement is unacceptable to You, You may immediately terminate Your Account as provided in Paragraph 7. However, if You do not terminate Your Account, or if You continue to use the Service following the posting or email notice of any modification to this Agreement, Your continued use will be deemed an acceptance of that modification.
9. **Entire Agreement.** This Agreement constitutes the sole agreement between Crosby and You respecting the subject matter hereof and will fully supersede any and all other agreements, either oral or in writing.
10. **General.** You acknowledge that in providing You with the Service, Crosby has relied upon Your agreement to be bound by the terms and conditions of this Agreement.

User Agreement for Crosby Customer Connection (*Cont'd*)

11. Sale of Goods. Any sale of goods by Crosby are subject to Crosby's **standard terms and conditions of sale**, and this Agreement in no way alters or modifies those terms of sale.

Should You have any questions concerning this Agreement, or if You desire to contact Crosby for any reason, please contact: Crosby Customer Service, The Crosby Group, Inc., 2801 Dawson Rd., Tulsa, OK 74110, pathowerton@thecrosbygroup.com

The Administrator for the Crosby Customer Connection at our company, and their e-mail address is as follows (Please print or type).

Administrator Name _____

Administrator E-Mail Address _____

I have read, understood and agree to the terms covered above.

Company Name (*Please Print*)

Principle Name (*Please Print*)

Principle Signature

Date