

Arbitration Provision

This Arbitration Provision ("Arbitration Provision") applies to certain interactions as described herein that occur between the party accepting this Arbitration Provision ("you," "user," or "visitor") and PRGB, Inc., and its affiliates, subsidiaries, divisions, employees, directors, officers, shareholders, governors, managers, and members (collectively, "Build").

This Arbitration Provision applies to your use of our websites, including getbuild.com (each, a "Site"), our mobile applications (each, an "Application"), and the products and services offered, operated, or made available by Build through the Sites or the Applications (collectively, with the Sites and the Applications, the "Services"). In consenting to the terms of this Arbitration Provision, you agree to be bound by the terms, conditions, and disclosures related to your use of Build, which includes the Build Terms of Use, E-Sign Disclosure, Arbitration Agreement, and Privacy Policy, all of which can be found at <https://getbuild.com/legal/#terms>.

1. Effect of Arbitration Provision; Right to Reject.

(i) Unless prohibited by applicable law and unless the user rejects the Arbitration Provision in accordance with subsection (a)(ii) below, user and Build agree that either party may elect to arbitrate or require arbitration of any Claim under this Arbitration Provision.

(ii) If the user does not want this Arbitration Provision to apply, the user may reject it within thirty (30) days of the user's initial agreement to this Arbitration Provision. Rejection may be achieved only by delivering to Build at 256 West Data Drive, Draper, Utah 84020, Attn: Arbitration Opt-Out, a written and signed rejection notice which: (A) provides the user's name and address; and (B) states that the user is rejecting the Arbitration Provision. If the user wants proof that he or she sent such a notice, the user should send the rejection notice by "certified mail, return receipt requested." If the user does, Build will reimburse the user for the postage upon the user's request. Nobody else can reject arbitration for the user (except an attorney at law that the user has personally retained); this is the only way the user can reject arbitration. The user's rejection of arbitration will not affect the user's right to use the Services.

2. Certain Definitions.

As used in this Arbitration Provision, the following terms have the following meanings:

- a. "Related Parties" means third parties that the user brings a Claim against at the same time that the user brings a Claim against Build or any other Related Party, including, without limitation, any merchant who facilitated the user's access to the Services.
- b. "Claim" means any claim, dispute, or controversy between the user and Build (including any Related Party) that arises from or relates in any way to the user's use of the Services; any of Build's marketing, advertising, solicitations, and conduct relating to Build's promotion of its products and services, including the Services; or Build's disclosure of or failure to protect any information about the user. "Claim" is to be given the broadest reasonable meaning and includes claims of every kind and nature, including but not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs), and equity. It includes disputes that seek relief of any type, including damages and/or injunctive, declaratory, or other equitable relief. Despite the foregoing, "Claim" does not include any individual action brought by the user in small claims court or the user's state's equivalent court, unless such action is transferred, removed, or appealed to a different court. In addition, except as set forth in the immediately following sentence, "Claim" does not include disputes about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof (including, without limitation, subsections (6)(iii), (6)(iv) and/or (6)(v) (the "Class Action and Multi-Party Claim Waiver"), the last sentence of subsection (10) and/or this sentence); all such disputes are for a court and not an arbitrator to decide.
- c. "Proceeding" means any judicial or arbitration proceeding regarding any Claim.
- d. "Complaining Party" means the party who threatens or asserts a Claim in any Proceeding.
- e. "Defending Party" means the party who is a subject of any threatened or actual Claim.
- f. "Claim Notice" means written notice of a Claim from a Complaining Party to a Defending Party.
- g. All other capitalized terms not defined herein shall have the meaning given to the term in the Build Terms of Use or Privacy Policy.

3. Arbitration Election; Administrator; Arbitration Rules.

a. A Proceeding may be commenced after the Complaining Party complies with subsection (11). The Complaining Party may commence the Proceeding either as a lawsuit or an arbitration by following the appropriate filing procedures for the court or the arbitration administrator selected by the Complaining Party in accordance with this subsection (c). If a lawsuit is filed, the Defending Party may elect to demand arbitration under this Arbitration Provision of the Claim(s) asserted in the lawsuit. If the Complaining Party initially asserts a Claim in a lawsuit on an individual basis but then seeks to assert the Claim on a class, representative or multi-party basis, the Defending Party may then elect to demand arbitration. A demand to arbitrate a Claim may be given in papers or motions in a lawsuit. If the user demands that Build arbitrate a Claim initially brought against the user in a lawsuit, the user's demand will constitute the user's consent to arbitrate the Claim with the administrator of Build's choice, even if the administrator that Build chooses does not typically handle arbitration proceedings initiated against consumers.

b. Any arbitration Proceeding shall be conducted pursuant to this Arbitration Provision and the applicable rules of the arbitration administrator in effect at the time the arbitration is commenced. The arbitration administrator will be the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org.; JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com; or any other company selected by mutual agreement of the parties. If both AAA and JAMS cannot or will not serve and the parties are unable to select an arbitration administrator by mutual consent, the administrator will be selected by a court. Notwithstanding any language in this Arbitration Provision to the contrary, no arbitration may be administered, without the consent of all parties to the arbitration, by any arbitration administrator that has in place a formal or informal policy that is inconsistent with the Class Action and Multi-Party Claim Waiver. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless the parties agree otherwise.

4. Non-Waiver.

Even if all parties have elected to litigate a Claim in court, the user or Build may elect arbitration with respect to any Claim made by a new party or any new Claim asserted in that lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis), and nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. This Arbitration Provision will apply to all Claims, even if the facts and circumstances giving rise to the Claims existed before the effective date of this Arbitration Provision.

5. Location And Costs.

The arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Claim based on the papers submitted by the parties and/or through a telephone hearing. However, any arbitration hearing that the user attends will take place in a location that is reasonably convenient for the user. Build will consider any good faith request that the user makes for Build to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees if the user cannot obtain a waiver of such fees from the administrator and Build will not seek or accept reimbursement of any such fees that Build agrees to pay. Build will also pay any fees or expenses that it is required by law to pay or that Build must pay in order for this Arbitration Provision to be enforced. Build will pay the reasonable fees and costs that the user incurs for the user's attorneys, experts and witnesses if the user is the prevailing party in an arbitration Proceeding or if Build is required to pay such amounts by applicable law or by the administrator's rules. The arbitrator shall not limit the attorneys' fees and costs to which the user is entitled because the user's Claim is for a small amount. Notwithstanding any language in this Arbitration Provision to the contrary, if the arbitrator finds that any Claim or defense is frivolous or asserted for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the arbitrator may award attorneys' and other fees related to such Claim or defense to the injured party so long as such power does not impair the enforceability of this Arbitration Provision.

6. No Class Actions Or Similar Proceedings; Special Features Of Arbitration.

IF THE USER OR BUILD ELECTS TO ARBITRATE A CLAIM, NEITHER THE USER NOR BUILD WILL HAVE THE RIGHT TO: (i) HAVE A COURT OR A JURY DECIDE THE CLAIM; (ii) OBTAIN INFORMATION PRIOR TO THE HEARING TO THE SAME EXTENT THAT THE USER OR BUILD COULD IN COURT; (iii) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR CLASS OPPONENT; (iv) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (v) JOIN OR CONSOLIDATE CLAIM(S) INVOLVING THE USER WITH CLAIMS INVOLVING ANY OTHER PERSON. THE

RIGHT TO APPEAL IS MORE LIMITED IN ARBITRATION THAN IN COURT. OTHER RIGHTS THAT THE USER WOULD HAVE IF THE USER WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION.

7. Getting Information.

In addition to the parties' rights under the administrator's rules to obtain information prior to the hearing, either party may ask the arbitrator for more information from the other party. The arbitrator will decide the issue in his or her sole discretion, after allowing the other party the opportunity to object.

8. Effect of Arbitration Award.

Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (i) any appeal right under the Federal Arbitration Act, 9 U.S.C. §1, et seq. (the "FAA"); and (ii) Claims involving more than \$50,000 (including Claims that may reasonably require injunctive relief costing more than \$50,000). For Claims involving more than \$50,000, any party may appeal the award to a three-arbitrator panel appointed by the administrator, which will reconsider anew any aspect of the initial award that is appealed. The panel's decision will be final and binding, except for any appeal right under the FAA. Costs in connection with any such appeal will be borne in accordance with subsection (5) of this Arbitration Provision.

9. Governing Law.

Use of the Services involves interstate commerce and this Arbitration Provision shall be governed by the FAA, and not Federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration. To the extent that state law bears on the enforceability of this Arbitration Law, Utah law shall govern. The arbitrator is bound by the terms of this Arbitration Provision. The arbitrator shall follow applicable substantive law to the extent consistent with the FAA, applicable statutes of limitation and applicable privilege rules, and shall be authorized to award all remedies available in an individual lawsuit under applicable substantive law, including, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

10. Survival, Severability, Primacy.

In the event of any conflict or inconsistency between this Arbitration Provision and the administrator's rules, this Arbitration Provision will govern. This Arbitration Provision shall survive any exercise of a self-help remedy; Build's sale or transfer of the Services or Build's rights under this Arbitration Provision; and the user's (or Build's) bankruptcy. If any part of this Arbitration Provision cannot be enforced, the rest of this Arbitration Provision will continue to apply. However, if the Class Action and Multi-Party Claim Waiver is declared invalid in a proceeding between the user and Build, without in any way impairing the right to appeal such decision, this entire Arbitration Provision (other than this sentence) shall be null and void in such proceeding.

11. Pre-Dispute Resolution Procedure.

Before a Complaining Party asserts a Claim in any Proceeding (including as an individual litigant or as a member or representative of any class or proposed class), the Complaining Party shall give the Defending Party: (1) a Claim Notice providing at least 30 days' written notice of the Claim and explaining in reasonable detail the nature of the Claim and any supporting facts; and (ii) a reasonable good faith opportunity to resolve the Claim on an individual basis without the necessity of a Proceeding. If the user is the Complaining Party, the user must send any Claim Notice to Build at 256 West Data Drive, Draper, Utah 84020, Attn: Legal Dispute (or such other address as Build shall subsequently provide to the user). If Build is the Complaining Party, Build will send the Claim Notice to the user at the user's address appearing in Build's records or, if the user is represented by an attorney, to the user's attorney at his or her office address. If the Complaining Party and the Defending Party do not reach an agreement to resolve the Claim within 30 days after the Claim Notice is received, the Complaining Party may commence a Proceeding, subject to the terms of this Arbitration Provision. Neither the Complaining Party nor the Defending Party shall disclose in any Proceeding the amount of any settlement demand made by the Complaining Party or any settlement offer made by the Defending Party until after the arbitrator or court determines the amount, if any, to which the Complaining Party is entitled (before the application of subsection (12) of this Arbitration Provision). No settlement demand or settlement offer may be used in any Proceeding as evidence or as an admission of any liability or damages.

12. Special Payment.

If: (i) the user submits a Claim Notice in an arbitration Proceeding on the user's own behalf (and not on behalf of any other party), and the user complies with all of the requirements (including timing and confidentiality requirements) of subsection (11); (ii) Build refuses to provide the user with the money damages that the user requests; and (iii) the arbitrator issues the user an award that is greater than the latest money damages that the user requested at least ten days before the date the arbitrator was selected, then Build will pay the user the amount of the award or \$7,500, whichever is greater, in addition to the attorneys' fees and expenses (including expert witness fees and costs) to which the user is otherwise entitled. Build encourages the user to address all Claims that the user has in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims the user has asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated by this subsection 12.