

TERMS OF USE

BY USING THE BILCO BRICK ("BILCO") WEBSITE (THE "SITE"), YOU AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS LISTED BELOW, DO NOT USE THIS SITE.

INTELLECTUAL PROPERTY NOTICE

"Bilco Brick," the Bilco Brick logo designs and any other names or logos contained on the Site (collectively, the "Marks") are trademarks of Bilco or certain third parties and are protected by U.S. and international copyright and trademark laws. Any use of the Marks, including in metatags of other websites, without the prior express, written consent of Bilco or the appropriate third party is strictly prohibited.

The copyrights to all contents of this Site belong to Bilco, and you may not reproduce, display, post on any other web site, distribute or transmit, modify or create derivative works based on any portion of this Site without Bilco's express written consent. Certain aspects of the Site and its design may also be protected by trade dress, trademark and other proprietary rights. All rights in trademarks, copyrights and other intellectual property rights are expressly reserved.

User agrees not to use any robot, spider, other automatic device, or manual process to monitor or copy the Site or any of its content without Bilco's prior written permission.

LINKING TO BILCO

User may access and browse the Site while online and may create hypertext links (also known as "hyperlinks") to the Site, provided that user keeps intact all copyright and other proprietary notices. No permission to otherwise use the Site or the materials contained herein is either granted or implied.

USE OF SITE MATERIALS

Downloading, reproducing, altering, modifying or otherwise using the materials contained in the Site for any purpose other than for non-commercial personal use, is strictly prohibited and a violation of Bilco's and certain third parties copyright, proprietary and other intellectual property rights. You may not store, copy, modify, reproduce, republish, upload, post, transmit, distribute, mirror or otherwise use any data or other content contained within the Site in violation of Bilco's or any other party's rights without the prior express, written permission of Bilco and, if applicable, such third party. Any caching or framing of the Site or any of its data or content without the prior express, written permission of Bilco is strictly prohibited.

USER SUBMISSIONS

By submitting any creative suggestions, ideas, notes, drawings or other information ("Submissions") to Bilco via the Site, by e-mail or otherwise, you hereby assign all intellectual property and other rights in such Submissions to Bilco, and Bilco may use such Submissions for any purpose.

LINKING

Although the Bilco web site may be linked to other web sites, Bilco does not endorse, approve, certify or sponsor the linked sites unless specifically stated therein. Bilco is not the owner of, does not control, and is not responsible for any content of any web site linked to this web site. Your linking to other web sites is at your own risk.

NO WARRANTY

Although Bilco makes all reasonable efforts to ensure that the content of the web site is updated and correct, Bilco makes no warranties as to its accuracy. ALL CONTENT, INFORMATION, AND MATERIALS ON THE WEB SITE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. Bilco expressly disclaims any liability for infringement or other violation of intellectual property rights associated with the use of www.bilcobrick.com or its content. Applicable state law may not allow the exclusion of implied warranties, so the above exclusions may not fully apply to you.

LIMITATION OF LIABILITY

BY USING THIS SITE, YOU AGREE THAT YOUR USE IS AT YOUR OWN RISK AND THAT IN NO EVENT SHALL BILCO OR ANY OF THE PARTIES INVOLVED IN CREATING, PRODUCING OR DELIVERING THIS SITE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF BILCO'S WEB SITE OR ANY INFORMATION PROVIDED ON THE WEB SITE, INCLUDING ANYTHING CAUSED BY VIRUSES, BUGS, HUMAN ACTION OR INACTION, OR ANY COMPUTER SYSTEM, SOFTWARE, HARDWARE OR PROGRAM MALFUNCTIONS, OR ANY OTHER FAILURES OR DELAYS. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

MODIFICATIONS OF TERMS AND CONDITIONS

Bilco may make changes to these terms and conditions at any time without notice by updating this posting. As such, it is your responsibility to review this page each time that you visit the Site to ensure that you are familiar with the most recent version of the terms and conditions to which you are bound. YOUR USE OF AND/OR ACCESS TO THE SITE SIGNIFIES YOUR CONSENT TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE OF THE SITE, AS MAY BE MODIFIED FROM TIME TO TIME.

INDEMNIFICATION

You hereby agree to indemnify, defend and hold Bilco and any affiliated companies harmless from and against any and all liability and costs, including but not limited to reasonable attorneys fees and settlement amounts, incurred by Bilco and any affiliated companies in connection with any claim or demand of any third party alleging losses, damages, injuries, expenses, harm, costs and the like arising out of your use of or inability to use www.bilcobrick.com.

NON-WAIVER

The failure of Bilco to enforce any term, provision, or condition of these Terms and Conditions or to exercise any right herein at any time shall in no way operate as a waiver thereof, nor shall any single or partial exercise preclude any other right herein. In no way whatsoever shall a waiver of any term, provision or condition of these Terms and Conditions be valid unless in writing, signed by Bilco and only to the extent set forth in such writing.

SEVERABILITY

If any provision of these term and conditions is held invalid, unenforceable, or void, the remainder of the terms and conditions shall not be affected thereby and shall continue in full force and effect as nearly possible to reflect the original intention of the agreement.

GOVERNING LAW/FORUM SELECTION

The terms and conditions and use of this Site and the materials contained herein are governed by the laws of the United States of America and the State of Texas. IN THE EVENT OF ANY DISPUTE OR CLAIM WITH RESPECT TO THE SITE, YOU HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS IN AND FOR DALLAS COUNTY, TEXAS.