

## **MyBFSBuilder Privacy Policy and Terms of Use**

### **Introduction**

In return for being allowed access to and use of the MyBFSBuilder portal (the “Portal”) and by enrolling in it, you agree to be bound by the terms and conditions of this Privacy Policy and Terms of Use (collectively, the “Agreement”) without any limitation or qualification. Please review the Agreement carefully before proceeding. If you do not intend to be legally bound by these terms and conditions, do not access or use the Portal. Builders FirstSource, Inc. (“BFS”) reserves the right to change this Agreement, and to make changes to any of the procedures, services, information, data or other matters described or contained in the Portal, at any time without notice or liability. Any such revisions are prospectively binding on you. You should periodically visit this page to review the then current Agreement that binds you. BFS reserves the right, in its sole discretion and without notice, to deny you access to the Portal at any time.

To opt out of the Portal please send an email to [MyBFSBuilderSupport@bldr.com](mailto:MyBFSBuilderSupport@bldr.com). To cancel your membership in the Portal please contact BFS at [MyBFSBuilderSupport@bldr.com](mailto:MyBFSBuilderSupport@bldr.com). For other questions please contact us by mail at:

Builders FirstSource, Inc.  
Attn: Portal Customer Service  
2001 Bryan Street, Suite 1700  
Dallas, TX 75201

**Any failure or delay of BFS to assert its rights under this Agreement does not constitute a waiver of its right to assert the same or any other right at any other time or against any other person or entity. If any provision of this Agreement is found to be invalid or unenforceable, the invalid or unenforceable provision will be stricken from this Agreement without affecting the validity or enforceability of any other provision. Any court, mediator, or arbitrator is requested and instructed to replace such stricken term with the term of similar effect that is most like it that is enforceable.**

**By signing up and accessing the Portal, I acknowledge that I have read and agree to the terms and conditions of the Privacy Policy and Terms of Use set forth below.**

### **Privacy Statement**

BFS provides this privacy statement to explain the collection and use of personally identifiable information, in particular any such information that is collected through the Portal. This policy applies only to information collected in connection with the Portal, and does not apply to information collected from BFS elsewhere, such as through email messages, phone calls or offline. BFS will not treat as confidential any communications you send to BFS by electronic mail or otherwise.

From time to time our information collection practices and this privacy statement may change. BFS reserves the right to change and update this privacy statement in its sole discretion. You should check back on this page to see the most recent version of our privacy statement. This privacy statement is effective as of 10/18/2018.

### **Children on Our Site**

We do not knowingly collect information from children under 13 on this Portal, do not direct this Portal to children under 13, and do not believe that our Portal is appealing to children in that age group. Parents, we encourage you to supervise your children's use of the Internet, and suggest that you read <http://www.ftc.gov/kidzprivacy/> to learn more about how to protect your children online.

### **Information Collection and Use**

BFS collects various pieces of information about you from our website and the Portal. BFS may use passive tracking technologies, including cookies when you access the Portal. These technologies are used to assess user behavior on the Portal to customize the content of the Portal for the user and improve the user's online experience. These technologies may also be used to improve our Portal features and functionality and for other legitimate business purposes by BFS and its affiliates and their advisors. BFS does not sell this information. The information may be shared with third parties, including, without limitation, any branch or agency of the government, if BFS believes it is legally obligated to disclose such information. Your information may also be disclosed if BFS believes it is necessary to protect an Indemnified Party.

To access and use the Portal, BFS may require you to provide us with information, such as your BFS account number, company name, email address, your name, email address, business address and phone number, a user name and password, and such other information as requested for verification purposes. The information you submit is used as described to verify your eligibility for the Portal, enroll you in the Portal, allow you access to your Portal account online and provide you with information about the Portal. Information you provide may also be used for BFS's legitimate business purposes, including sending you information about us, our stores, our products and services.

While BFS takes reasonable steps to safeguard and to prevent unauthorized access to your information, BFS cannot be responsible for the acts of those who gain unauthorized access, and we make no warranty, express, implied, or otherwise, that we will prevent unauthorized access to your information. IN NO EVENT SHALL THE INDEMNIFIED PARTIES BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES THAT ARE CONSEQUENTIAL, DIRECT, INCIDENTAL,

INDIRECT, PUNITIVE, SPECIAL, OR OTHERWISE) BASED ON, ARISING OUT OF, OR IN ANY WAY RESULTING FROM OR CONNECTED WITH A THIRD PARTY'S UNAUTHORIZED ACCESS TO YOUR INFORMATION, REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT, OR OTHER THEORIES OF LIABILITY, AND REGARDLESS OF WHETHER AN INDEMNIFIED PARTY WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

### **Information Sharing and Links to Other Websites**

From time to time, BFS may share information submitted or collected on the Portal with third parties. We may also share aggregate non-personal information with third parties. Information may be shared with third parties if we believe we are legally obligated to disclose such information to the government or third parties or if we are jointly providing services with a business partner. In the unlikely event that we are sold or acquired, or part of our business is sold or acquired, your information will be transferred to the new owner. Your information may also be disclosed if we believe it is necessary to protect BFS's legitimate business concerns. If we need to investigate or resolve possible problems or inquiries, we may disclose any information about you to government officials; we may also disclose information in response to a subpoena or other governmental request.

The Portal may provide you with the ability to visit third-party websites that may have different policies than those of BFS. Those third parties are not under BFS's control. When you visit any of these other websites and submit information to those third parties, please keep in mind that such information will be provided directly to the third parties, and their privacy policies and terms of use will then apply. You should read those third party website's terms of use and privacy policies carefully before submitting information on those websites. BFS shall not be responsible for any information you submit to a third party.

### **Portal Access**

Subject to the terms of this Agreement, BFS agrees to permit you to access the Portal on a limited, revocable, non-exclusive, non-transferable basis solely for the purpose of providing and exchanging information to enhance the business relationship between BFS and you. BFS may, in its sole discretion, provide you with access in the Portal to certain data pertaining to your business with BFS or other information relevant to BFS. All data and information contained in the Portal regarding BFS and its business is deemed to be confidential and you shall not disclose any such information to any other person or entity unless consented to by BFS in writing. Your access to the Portal and information contained therein shall be subject to the terms of this Agreement, any guidelines, rules, or regulations issued by BFS from time to time in its sole discretion. Further, you shall not: (i) use or access the Portal in any way that, in BFS's sole discretion, may adversely affect the performance or function of the Portal; (ii) gain access, or attempt to gain access, by any means, to any unauthorized portion of BFS's computer systems or websites other than the Portal. You shall not use or attempt to use the Portal to obtain other data or information for which BFS has not granted you access; (iii) You agree to comply with all security procedures established by BFS and acknowledge your responsibility to maintain appropriate and secure access to the Portal. BFS may without notice in its sole discretion terminate, update, alter, or supplement all or any portion of the Portal and all or any portion of the data and information contained therein; (iv) You shall not use data or information in the Portal for any purpose other than to facilitate your business relationship with BFS; you shall not disclose any such data or information to any third party without BFS's prior written consent. You shall not copy, use, modify, or prepare derivative works from any data, information or other content in the Portal other than to facilitate your business relationship with BFS. Upon termination of this Agreement, you shall return to BFS or destroy all computer files or written materials in your possession that contain, or were derived or prepared based upon, the data, information or other content contained in the Portal; (v) You acknowledge that you are responsible for the accounts and log-in credentials of all of your employees and former employees. Upon an employee with access to the Portal leaving your company, you agree to contact BFS immediately so that user's account will be terminated. You shall be liable for any and all damages and claims incurred by BFS caused by your former employee's access or use of the Portal through log-in information obtained through you if you fail to inform BFS of the employee's departure. BFS reserves the right to deactivate any account that has not accessed or used the Portal during any one hundred eighty (180) day period; (vi) You acknowledge that all activity related to accessing the Portal may be monitored, logged and reviewed by BFS to ensure compliance with the Agreement. You acknowledge and agree to keep your login and password used to access the Portal confidential. You shall not provide your login and password to anyone other than an authorized representative of your company for any purpose other than to facilitate business between your company and BFS. You shall be responsible for any and all liability arising out of the access and use of the Portal via your login and password whether by you, an authorized representative of your company or any other person; (vii) BFS reserves the right to charge a fee for access and use of the Portal at any time in its sole discretion. BFS will make commercially reasonable efforts to provide notice of such fee prior to its implementation.

[Terms of Use on the following pages]

## TERMS OF USE

### No Warranty by BFS

The Portal may contain inaccuracies or other errors. BFS may alter, change, or improve the content at any time without notice. BFS makes no representations or warranties as to the Portal's completeness or accuracy or about the Portal's suitability for any purpose. BFS makes no commitment to update the Portal's content.

YOU USE THE PORTAL AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF EXPECTATION OF PRIVACY, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT, OR TITLE. IN NO EVENT SHALL ANY INDEMNIFIED PARTY BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES THAT ARE CONSEQUENTIAL, DIRECT, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR OTHERWISE) BASED ON, ARISING OUT OF, OR IN ANY WAY RESULTING FROM OR CONNECTED WITH THE USE OF OR INABILITY TO USE THE PORTAL OR FOR ANY OF THE CONTENT OBTAINED THROUGH OR OTHERWISE IN CONNECTION WITH THE PORTAL, IN EACH CASE REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, STRICT LIABILITY, TORT, OR OTHER THEORIES OF LIABILITY, AND REGARDLESS OF WHETHER THE INDEMNIFIED PARTY WAS GIVEN ACTUAL OR CONSTRUCTIVE NOTICE THAT DAMAGES WERE POSSIBLE.

BFS shall not be liable for any virus or other damage to your computer equipment or other property due to your accessing, browsing, or using the Portal or due to your downloading any data, images, materials, pictures, or text from the Portal.

### Indemnity Obligation

YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS BFS, ITS AFFILIATES AND EACH OF THEIR OFFICERS, EMPLOYEES, DIRECTORS, MANAGERS, STOCKHOLDERS, MEMBERS, PARTNERS, AND AGENTS (ALL SUCH PARTIES ARE, COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PROCEEDINGS, SUITS, AND ACTIONS, INCLUDING, WITHOUT LIMITATION, ANY RELATED LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, DEFICIENCIES, PENALTIES, TAXES, LEVIES, FINES, JUDGMENTS, SETTLEMENTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, ANY ATTORNEYS' AND ADVISORS' FEES AND DISBURSEMENTS) AND COSTS (COLLECTIVELY, "CLAIMS"), BASED ON, ARISING OUT OF, OR IN ANY WAY RESULTING FROM OR CONNECTED WITH YOUR ACCESS, USE OR ALLEGED ACCESS OR USE OF THE PORTAL (INCLUDING YOUR CONFIDENTIALITY OBLIGATIONS RELATED THERETO), INCLUDING, WITHOUT LIMITATION, YOUR BREACH OF THE CONFIDENTIALITY PROVISIONS SET FORTH ABOVE AND ANY CLAIMS ALLEGING FACTS THAT, IF TRUE, WOULD CONSTITUTE YOUR BREACH OF THIS AGREEMENT. THE OBLIGATIONS SET FORTH IN THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

### Payment Terms

Your use of the payment portal portion of MyBFSBuilder is subject to the BFS Pay Service Agreement and the following payment terms and conditions ("Payment Terms"). The Payment Terms are designed to provide you with information on the services offered by BFS Pay, LLC ("BFS Pay") along with its third-party providers and outline important conditions that apply should you choose to remit payment through the payment portal. Various third party vendors (such as J.P. Morgan Chase) ("Providers") provide the Internet bill presentment and payment service. This Internet bill presentment and payment service is subject to the consumer protections found in the federal Electronic Funds Transfer Act and Regulation E.

When you open your BFS Pay User Account or any third party vendor acting on our behalf, you, and any person you authorize to perform functions on your BFS User Account including, but not limited to, providing payments instructions related to your Transaction Account or Credit Card (as defined in your BFS Pay Service Agreement), agree to the BFS Pay Service Agreement in addition to the following Payment Terms:

Erroneous Instructions. If BFS Pay and/or its Providers receive a payment instruction authorized by you and the instruction is erroneous in any way, BFS and/or its Providers shall have no obligation or liability for the error.

Transaction Limitations. Certain types of bank/financial institution accounts and credit cards have limits on the numbers of transfers or withdrawals that may be made per day, week or month. Your bank, financial institution or credit card company may refuse transfers or payments which would exceed such limits. BFS Pay and its Providers recommend that you check with your bank, financial institution and credit card company to determine what limitations are imposed on your Transaction Account or Credit Card. If BFS Pay and/or its Providers are not able to execute payments according to your payment instructions for any reason, BFS Pay and/or its Providers will not be able to make the payment you have authorized and will not be held liable for any costs, damages and alike caused by the failure to make the payment. Neither BFS Pay nor its Providers have any obligation to try to execute your payment instructions for a specific payment more than once.

**Authorized Users.** If there are other authorized users on your Service (as defined in your BFS Pay User Agreement), your Transaction Account or your Credit Card, you hereby authorize each of them to use the Service. You authorize any signer on your Transaction Account or authorized user of your Credit Card to initiate payment instructions and make payments on your behalf, even if your Transaction Account or Credit Card otherwise requires multiple signatures or authorizations to conduct such activities.

**Electronic Disclosures.** BFS Pay and/or its Providers are required to provide you with certain federal and state disclosures and notices mandated by various laws and rules. You agree to receive all such disclosures electronically.

**Confidentiality.** BFS Pay and its Providers generally will never sell any of your personally identifiable information to a third party for marketing purposes without your consent. BFS and/or its Providers will disclose information to third parties about your Transaction Account or Credit or your payment instructions only if:

- i. Necessary for opening or maintaining your BFS Pay User Account, or for completing and executing your payment instructions;
- ii. Lawfully required; or
- iii. If you request or authorize it.

**Your Liability.** You agree to regularly and promptly review and verify all transactions either on the Service or through monthly statements received from your bank, financial institution or credit card company related to your Transaction Account or Credit Card. If your bank, financial institution or credit card statement shows unauthorized transactions by us, you must contact your bank, financial institution or your card company immediately. Failure to do so may result in financial ramifications for you.

**Our Liability.** If the Providers do not execute your payment instructions in a timely manner in accordance with the terms and conditions of these Payment Terms, the Providers will be liable for your losses or damages. However, exceptions exist. Neither the providers nor us will be liable, for example, when:

- i. Through no fault of ours or the Provider, your Transaction Account or Credit Card does not contain sufficient available funds or available credit to execute your payment instructions.
- ii. The payment portal or other systems are not working properly.
- iii. Circumstances beyond the control of BFS Pay and/or its Providers (such as fire, flood, computer breakdown, Internet/power outages or a pandemic) prevent or impede the transaction, despite reasonable precautions we and/or the Providers have taken.
- iv. The funds in your Transaction Account are subject to an uncollected funds hold, legal process or any other encumbrance or claim restricting outgoing transfers at the time we attempt to execute your payment instructions.
- v. The information you or your payees have supplied to BFS Pay and/or its Providers is incorrect, incomplete or untimely.
- vi. Other exceptions may exist.

### **Other Terms**

This Agreement constitutes the entire agreement governing your access to, dealings with, and use of the Portal unless specifically set forth otherwise in this Agreement. The information on the Portal does not constitute an offer to sell, or the solicitation of an offer to buy, any securities and must not be relied upon in connection with any investment decision.

You agree this Agreement is made and entered into in Frederick, Maryland. You agree that Maryland law, without regard to conflicts of law principles, governs this Agreement's interpretation and/or any dispute related to or arising from your access to, dealings with, or use of the Portal. Any lawsuit brought by you related to your access to, dealings with, or use of the Portal must be brought in the state or federal courts of Frederick County, Maryland. You agree and understand that you will not bring against any Indemnified Party any class action lawsuit related to your access to, dealings with, or use of the Portal.

All trademarks, service marks, logos, and copyrights ("Trademarks") on the Portal are registered and unregistered Trademarks of BFS, its affiliates, and other third parties. You may not use any of the Trademarks on the Portal without the prior written consent of the owner of the Trademark. Nothing on the Portal should imply consent to use any Trademark without such prior written consent.