



AFFILIATE APPLICATION

Please confirm our VBX subscription as an Affiliate of _____

Company Name: _____ Primary Contact: _____

Physical Address: _____

City: _____ State: _____ Zip: _____

Billing Address: (if different from Physical Address) _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Fax: (____) _____

Website address: _____

Select a category that best describes your PRIMARY business:

- Owner/Government Agency
- Architect / Engineer
- General Contractor/Construction Manager
- Service Provider
- Sub-Contractor/Specialty Contractor
- Supplier
- Manufacturer Representative

Please provide a brief description of the services your company provides: _____

TERMS AND CONDITIONS:

Subscription services and products will be terminated if accounts reach 60 days past due. The Virtual Builders Exchange, LLC reserves the right to terminate service for non-payment of subscription or outstanding balances charged by the applicant firm. Subscriptions are based on annual payments and are non-refundable.

The applicant firm agrees to abide by the above Terms and Conditions of Service, User Agreement and Plan Room Rules.

I hereby affirm that I am authorized to enter into this agreement on behalf of the company named herein.

Signature of Company Representative

Date

Office Use:

New subscription – Bill start date: _____ Cancel subscription

Authorized by: _____
Print name *Signed* *Date*

FAX RETURN TO: (210) 564-6901 / Attn: Accounting

E-MAIL: bookkeeping@virtualbx.com



SUBSCRIBER PERSONNEL INFORMATION

For security purposes personnel designated will be used by our Member Services Dept. for verifying changes with accounts. Personnel designated as Administrators will be considered a main contact unless otherwise referenced.

SEAT LICENSE AUTHORIZATION

VBX requires every subscriber to maintain "seat licensing" that identifies their users and the specific hardware (computer) that is used by each. VBX grants each Virtual Plan Room subscriber five (5) complimentary seat licenses. Please identify your account "Administrator(s)". These are individual(s) who will be authorized to make changes to your account, i.e. add seat licenses, remove personnel from our records, add or delete your services, modify your company address information, etc. If more seats are needed additional seat licenses may be purchased.

Name: _____ Title: _____

E-mail: _____ Wireless: _____

Require Seat License? Yes No **Administrator Rights?** Yes No

Username will be first initial and last name. Password: _____

Name: _____ Title: _____

E-mail: _____ Wireless: _____

Require Seat License? Yes No **Administrator Rights?** Yes No

Username will be first initial and last name. Password: _____

Name: _____ Title: _____

E-mail: _____ Wireless: _____

Require Seat License? Yes No **Administrator Rights?** Yes No

Username will be first initial and last name. Password: _____

Name: _____ Title: _____

E-mail: _____ Wireless: _____

Require Seat License? Yes No **Administrator Rights?** Yes No

Username will be first initial and last name. Password: _____

Name: _____ Title: _____

E-mail: _____ Wireless: _____

Require Seat License? Yes No **Administrator Rights?** Yes No

Username will be first initial and last name. Password: _____



USER AGREEMENT

Welcome to the Virtual Builders Exchange, LLCs' Virtual Planroom. Use of this service constitutes agreement to abide by the rules and regulations of the system, as promulgated by the webmaster from time to time, including acceptance of the following terms and conditions:

The Virtual Planroom contains information about plans, bidders and other matters that may be of interest to members and subscribers of the Virtual Builders Exchange. Information reported in the project files is based on a review of the specifications, no plans have been reviewed. Efforts have been made to assure the accuracy of the information reported, but the Virtual Builders Exchange, LLC. offers no warranty, expressed or implied, that any of the reported information is accurate. The best source of information for project files are the actual plans and specifications maintained at the Virtual Builders Exchange, LLC. or the issuing authority.

The Virtual Builders Exchange, LLC expressly disclaims all warranties, including the warranties of merchantability and fitness for a particular purpose, in connection with the use or operation of the Virtual Planroom.

The Virtual Builders Exchange, LLC will not be liable for any losses, including lost data, information, profits or any other incidents of consequential damages that may be sustained or arise out of the use, operation or ability to use or operate the Virtual Planroom. In consideration for the privilege of using the Virtual Planroom, users hereby release the Virtual Builders Exchange, LLC, their officers, employees, and the webmaster from any and all claims arising from the use of this system.

The information on the Virtual Planroom is provided for the use of Virtual Builders Exchange, LLC members and subscribers, replication other than for estimating purposes is strictly prohibited.

The Virtual Planroom may be used only by employees of the member or subscriber using the username and password that was provided by the Virtual Builders Exchange, LLC for that member or subscriber. The Virtual Planroom may not be used or accessed by any other person or entity, including but not limited to, employees of any entity which is not wholly-owned by member or subscriber. In addition to and notwithstanding anything to the contrary herein, the Virtual Planroom may not in any event be used or be permitted to be used in any manner that is competitive with Virtual Builders Exchange, LLC distribution of the Services.

The member or subscriber shall not, except as expressly permitted herein, copy, modify, alter, sell, transfer, license, assign, publish, distribute, disseminate, allow access to or convey any portion of the Virtual Planroom, or any derivation, revision or combination thereof. The member or subscriber expressly acknowledges that the Virtual Planroom were prepared by Virtual Builders Exchange, LLC and/or its licensors through the application of methods and standards of judgment developed and applied through the expenditure of substantial time, effort and money. The member or subscriber shall keep any usernames and passwords strictly confidential and such usernames and passwords shall not be disclosed to anyone not an employee of the member or subscriber.

The Member or Subscriber shall be required to identify all users and their corresponding hardware and access the Virtual Plan Room through use of proprietary "Access Manager" software. VBX will not be liable for any losses, including lost data, information, profits or other incidents of consequential damages that may be sustained or arise out of use, operation or ability to operate Access Manager.

The Virtual Builders Exchange, LLC reserves the right to control or limit access to the Virtual Planroom. Access may be denied at any time for any reason. Access will be denied to any individual or company who makes use of the Virtual Planroom for improper purposes. Access will be denied to anyone who uses obscene, abrasive or otherwise questionable language on this system.

The Virtual Builders Exchange, LLC reserves the right to monitor all information stored in any files programs or messages as well as the right to delete or edit any file, program or message that contains, in the sole discretion of the Virtual Builders Exchange, LLC any obscene, abrasive or otherwise objectionable language or material.

The member or subscriber agrees to protect all copyright and other proprietary rights of Virtual Builders Exchange, LLC and/or its licensors in the Virtual Planroom and to comply with reasonable written requests made by Virtual Builders Exchange, LLC to protect the Virtual Builders Exchange, LLC and/or its licensors' proprietary rights in the Virtual Planroom. The documents contained on this system may contain copyrighted materials owned by other third parties, including architects, engineers or others. These copyrighted materials are protected under U.S. Copyright law, Title 17, United States Code. Any reproduction, alteration or reuse of these materials without express written permission of the copyright owner is prohibited, except that an authorized member or subscriber may reproduce the documents for use in preparing bids or proposals pursuant to a request to bid on the project represented in the plans.

I am authorized to sign on behalf of the company listed below and do hereby acknowledge the VBX Users Agreement and expressly agree to all terms and conditions as stated above:

Company: _____ **Date:** _____

Name: _____ **Signed:** _____

– Please be advised this form will be renewed annually –