

Cross Border Business Experts Worldwide Business Credit Reports

Please read carefully the following Cross Border Business Experts Credit Reports User Agreement and Terms and Conditions of Use ("Agreement"). This Agreement is entered into between the Cross Border Business Experts and the User ("you"). By beginning the ordering process for the Cross Border Business Experts Credit Report ("Credit Report"), you accept the Terms and Conditions of this Agreement.

ARTICLE 1 **Services and Website.**

1.1 Worldwide Business Credit Report

Worldwide Business Credit Reports in an online service providing freshly researched credit information reports as supplied to the Cross Border Business Experts by a 3rd party supplier. Cross Border Business Experts does not perform research or background information on any companies for which a credit report is requested.

1.2 Website

To order a credit report, you must register as user identification ("User ID") and password. All on-line orders must be placed in accordance with the directions provided. The URL for the Worldwide Business Credit Report is www.crossborderbusinessexperts.com/creditreports

ARTICLE 2 **Fees and Taxes**

2.1 Payment

An online order form executed by you and electronically submitted to the Cross Border Business Experts will specify the amount of Credits Reports you have purchased, and the amount of fees which you must pay to the Cross Border Business Experts.

2.1 Attorney's Fee

You shall be responsible for all reasonable attorneys fees associated with the enforcement of the Agreement and/or all attorneys fees due under the Agreement. Any such attorneys' fees shall become due and payable by you upon demand by the Cross Border Business Experts.

2.3 Taxes

You shall be responsible for any applicable sales or use taxes or any value added or similar taxes payable with respect to the Terms and Conditions of this Agreement, or arising out of or in a connection with the Terms and Conditions, other than taxes imposed based upon the income of the Cross Border Business Experts ("taxes"). In the event that such Taxes become due, you agree to pay such Tax payments or reimburse the Cross Border Business Experts for such Tax payment on demand.

ARTICLE 3 **Terms and Conditions of Use**

3.1 Cross Border Business Credit Report Application:

Cross Border Business Experts agrees to make every reasonable effort to ensure that the Worldwide Business Credit Report webpage is accessible to you and the Cross Border Business Experts website. The delivery of the website and the delivery of ordered credit reports through any method during the ordering process is not guaranteed to be available at all times. You acknowledge and agree that posted delivery times and speeds are only estimates given in business days. You acknowledge and agree that the Cross Border Business Experts shall not be responsible for any delays or interruption in the delivery of the Website or ordered credit reports, or any burden caused by the delay in delivery of the website or credit reports.

3.2 Credit Reports:

You agree and understand that the Credit Reports (I) are based upon subjective determinations; (II) are subject to obsolescence at varying and unpredictable rates and may therefore not be current or may include subsequent material changes or events; (III) may not be complete and are not guaranteed; (IV) are subject to periodic changes; (V) may not be immediately available; (VI) may not be available for all companies and businesses; (VII) are confidential and provided to you for your use at your sole risk and liability; and (VIII) are proprietary and copyrighted information. You represent the rights, conditions and limitations in its use; (II) The Cross Border Business Experts shall not bear any responsibility or liability for any business, financial or other decisions made by you based upon the Credit Reports; and (III) you shall exercise your independent business judgment in making such decisions.

3.3 Website

You shall be entirely responsible for maintaining the confidentiality of the Password and your User ID with the Cross Border Business Experts and for any and all activities that occur under your User ID, including without limitation, for any Credit Reports ordered under such User ID. In addition, you agree to notify the Binational Alliance immediately of any unauthorized use of your User ID or any other breach of security related to the Website. Cross Border Business Experts will not be liable for any loss that you may incur as a result of third party use of your User ID, either with or without your knowledge or permission. You are responsible and liable for losses incurred by the Binational Alliance due to third party use of your User ID and Password.

3.4 Compliance with Law:

You agree to use Credit Reports and only in compliance with all applicable laws and regulations.

3.5 U.S. Entity:

You warrant and represent that you are a legal entity of the United States or Canada. Notwithstanding for foregoing, if you access the Website from a jurisdiction outside the United States or Canada, you shall do so entirely at your own risk and shall be solely responsible for compliance with the laws of such jurisdiction.

ARTICLE 4

Limitation of Liability

4.1 Limitation of Liability

You agree that the Cross Border Business Expert's total liability to you shall be limited to the return of the fees paid for the Credit Report upon which a claim is made, and then only to the extent that the information contained in said Credit Report is found to be the primary basis upon which you incurred injury or damage resulting from the furnishing of the Credit Report by the Cross Border Business Experts. You also agree that the Cross Border Business Experts shall not be liable for any other damages, costs, or expenses whatsoever, including, without limitation to punitive, exemplary, or consequential damages.

4.2 Credit Reports

As to the Credit Reports, the Cross Border Business Experts makes no warranties to you or any third party, express or implied, including but without limitations, any implied warranties of merchantability of fitness for a particular purpose. The Credit Reports and delivery of such are provided to you by Cross Border Business Experts on an "As Is" basis, without any warranty of any kind.

4.3 Warranty

The Cross Border Business Experts expressly disclaims (I) any warranty of delivery of credit information; (II) any warranty of accuracy, integrations, timeliness, or reliability of the Credit Reports and states that said reports as researched and written by a 3rd party supplier may contain inaccuracies or typographical errors; (III) any warranty that the Cross Border Business Experts shall be responsible for any website, software or credit reports or portions thereof which contain or may contain material provided by third parties; (IV) any warranty that the website or its servers or software shall operate error-free, continuously or without interruption; or are or will be secure and free of computer viruses or other harmful content; (V) any warranty that the website or its servers or software shall be compatible with other software, operating systems, or website of you or third parties; (VI) any warranty regarding the function or performance of the website or its servers or software; of that the website or its servers of software shall meet your needs or requirements; and (VII) any and all warranties implied from any course of dealing or usage of trade.

4.4 Limitation of Service

Under no circumstances shall the Cross Border Business Experts be liable for any indirect, punitive, exemplary, incidental, special, or consequential damages or any damages whatsoever arising out of or in any way connected to the Agreement, including and without limitation, damages for loss of use, data, customers, opportunities or profits arising out of or in any way connected with the use of or performance of the Binational Alliance website or its servers or software, the delay of use of the Cross Border Business Experts website or its servers or software, the provision of failure to provide the Cross Border Business Experts website or its servers or software of for any data or Cross Border Business Experts services obtained through the website, whether based on contract, tort, strict liability or otherwise, even if the Cross Border Business Experts has been advised of the possibility of any such damages. These limitations are independent from all other provisions of the Agreement and shall apply notwithstanding the failure of any remedy provided herein. In any event, the liability of the Cross Border Business Experts Agreement under the Agreement for damages relating to credit reports shall not exceed the fees paid by you to the Cross Border Business Experts under the User Agreement with respect to the specific data or transaction which gave rise to the claim.

4.5 Nature of Use

Any Credit Report provided to you is only for informational purposes and use. Under no circumstances will Cross Border Business Experts be liable for any damages whatsoever where you apply or rely on Credit Report maximum recommended exposure. You agree that you shall not, under any circumstances, allege or pursue a claim against the Cross Border Business Experts arising from any circumstance where you have applied or relied on information from a Credit Report.

4.6 Claims

You agree that you shall not, under any circumstances, allege or pursue any claim against any Cross Border Business Experts affiliates.

ARTICLE 5

Miscellaneous

5.1 Successors

This Agreement shall insure to the benefit of and bind the heirs, personal representatives, successors, and assigns of the parties.

5.2 Term

The term of this agreement shall continue in force and effect without any fixed date of termination. Cross Border Business Experts reserves the right to change the terms and conditions of this Agreement under which services are provided upon ten (10) days notice to you prior to the effective date of such changes. Notice shall appear on the Worldwide Business Credit Reports website.

5.3 Basis for decisions

You shall base all business decisions and actions on your own policies and procedures and acknowledge and agree that Cross Border Business Pros employees will not render any opinions regarding the Credit Report.

5.4 Headings

The headings of Articles and Sections have been included herein for convenience only and shall not be considered in interpreting the Terms and Conditions.