

BidInsight General Website Terms & Conditions

Effective Date: 09/09/2025

Plain-English Summary: These Terms apply to visitors browsing www.bidinsight.com. By using the Website, you agree that content is provided for **informational purposes only**, **AI outputs may be inaccurate**, and BidInsight is not liable for your use of the site. If you create an account or subscribe, the **Member Terms & Conditions** will govern instead.

1. Parties; Acceptance

These Website Terms & Conditions (the "Website Terms") are between BidInsight, LLC, an Illinois limited liability company ("BidInsight," "we," "our," or "us") and the individual or entity accessing the Website ("Visitor," "you," or "your"). By accessing or using the Website, you accept these Website Terms. If you do not agree, do not use the Website.

2. Relationship to Member Terms

These Website Terms apply to casual browsing and informational use only. If you create an account, subscribe, or otherwise use BidInsight's paid Service, the Member Terms & Conditions will govern, and will supersede these Website Terms in case of conflict.

3. Use of Website

3.1 Informational Use. The Website is intended for general informational purposes.

3.2 Prohibited Conduct. You may not: (a) use the Website for unlawful, fraudulent, infringing, or misleading purposes; (b) scrape, crawl, harvest, or copy Website content, data, or AI outputs without our prior written consent; (c) use bots, automation, or other tools to access the Website; (d) disrupt or impair Website functionality; (e) misrepresent your identity or impersonate others; or (f) attempt to gain unauthorized access to restricted areas.

3.3 Reservation of Rights. We may suspend, block, or terminate Website access at any time for violations or to protect the integrity of the Website.

4. Intellectual Property

All content, text, logos, graphics, trademarks, and other intellectual property on the Website are owned by or licensed to BidInsight. Except for personal informational viewing, you may not copy, reproduce, distribute, or create derivative works without prior written permission. Breach of this Section may cause irreparable harm, and we may seek injunctive relief without bond.

5. No Professional Advice; AI Disclaimer

5.1 No Advice. The Website and its content are for informational purposes only and do not constitute legal, procurement, financial, or professional advice.

5.2 AI Disclaimer. The Website may use artificial intelligence to generate summaries, recommendations, and other insights. Outputs may be inaccurate, incomplete, or outdated. You must independently verify all critical information (e.g., RFP deadlines, eligibility, set-asides) with official sources before relying on it.

6. Third-Party Links

The Website may link to third-party websites. We are not responsible for third-party sites, their policies, or their practices. Access them at your own risk.

7. Privacy

Your use of the Website is also subject to our Privacy Policy, which explains how we collect, use, and protect visitor data.

8. Disclaimers

The Website is provided “as is” and “as available” without warranties of any kind, express or implied. We do not warrant that the Website will be error-free, secure, or uninterrupted. Use of the Website is at your own risk.

9. Limitation of Liability

To the fullest extent permitted by law: (a) BidInsight will not be liable for indirect, incidental, special, exemplary, punitive, or consequential damages; and (b) BidInsight’s total liability for all claims relating to the Website will not exceed US\$100. Some jurisdictions do not allow certain exclusions; in those cases, liability is limited to the maximum extent permitted by law.

10. Indemnification

You agree to defend, indemnify, and hold harmless BidInsight, its affiliates, officers, employees, and agents from and against any claims, damages, liabilities, costs, or expenses arising from your misuse of the Website or violation of these Website Terms.

11. Force Majeure

We are not liable for any failure or delay caused by circumstances beyond our reasonable control (including natural disasters, network outages, DDoS, labor disputes, third-party service failures, or governmental actions).

12. Changes to Website or Website Terms

We may update, modify, or remove Website content and features at any time without notice. We may also update these Website Terms from time to time. Material changes

will be posted with a new effective date. Your continued use after changes take effect constitutes acceptance.

13. Governing Law; Dispute Resolution

13.1 Governing Law. Illinois law governs, without regard to conflicts principles.

13.2 Arbitration. Except for small-claims matters or injunctive relief, disputes will be resolved by binding arbitration under the American Arbitration Association Commercial Rules, seated in Cook County, Illinois, before one arbitrator.

13.3 Class Action Waiver. You waive any right to pursue claims as a class or collective action.

13.4 30-Day Opt-Out. You may opt out of arbitration/class waiver by emailing legal@bidinsight.com within 30 days of first use of the Website, stating your name and contact details.

14. Miscellaneous

14.1 Entire Agreement. These Website Terms (together with the Privacy Policy) are the entire agreement for Website use.

14.2 Severability. If any provision is found unenforceable, the rest remains in effect.

14.3 No Waiver. Failure to enforce a provision is not a waiver.

14.4 Assignment. You may not assign these Website Terms without our consent. We may assign in connection with a merger, acquisition, or sale.

14.5 Notices. Legal notices to us must be sent to contactus@bidinsight.com.

By using the Website, you acknowledge that you have read and agree to these Website Terms.