

BidInsight Member Terms & Conditions

Effective Date: 09/09/2025

Important Notice (Plain-English Summary): BidInsight is a data aggregation and AI-assisted insights platform for government procurement opportunities. We are not a government agency, a contracting authority, or your legal/procurement advisor. We cannot guarantee the accuracy, completeness, or timeliness of third-party data or your success in any bid. These Terms limit our liability and require binding arbitration and a class action waiver (with a small-claims and 30-day opt-out right). If you do not agree, do not use the Service.

1. Parties; Contract Formation

These Member Terms & Conditions (the “Terms”) are a binding agreement between BidInsight, LLC, an Illinois limited liability company (“BidInsight,” “we,” “our,” or “us”), and the person or entity that creates an account or otherwise uses the Service (“Member,” “you,” or “your”). If you accept on behalf of a company, you represent that you have authority to bind that company, in which case “you” means that company. By creating an account, clicking “I agree,” or using the Service, you accept these Terms.

2. Definitions

- “Service” means www.bidinsight.com and related websites, mobile apps, APIs, email digests, content, data, and features we provide.
- “Member Data” means information you submit to or store in the Service (e.g., profiles, saved searches, notes, tags, uploads).
- “Output” means any content generated by the Service (including AI-generated summaries, recommendations, classifications, and analytics).
- “Public Source Data” means information obtained from public or third-party sources (e.g., government procurement portals) that we aggregate, normalize, or enhance.
- “Order” means your online selection of a plan or any mutually executed order form.

2. Definitions

- “Service” means www.bidinsight.com and related websites, mobile apps, APIs, email digests, content, data, and features we provide.
- “Member Data” means information you submit to or store in the Service (e.g.,

profiles, saved searches, notes, tags, uploads).

- “Output” means any content generated by the Service (including AI-generated summaries, recommendations, classifications, and analytics).
- “Public Source Data” means information obtained from public or third-party sources (e.g., government procurement portals) that we aggregate, normalize, or enhance.
- “Order” means your online selection of a plan or any mutually executed order form.

3. Eligibility; Accounts

3.1 Business Use. The Service is intended for business use only. You represent that you are at least 18 and have legal capacity to contract.

3.2 Account Security. You are responsible for all activity under your account. Keep credentials confidential and use strong passwords and MFA where available. Notify us immediately of any unauthorized use.

3.3 No Account Sharing. Individual seats are for one natural person. Credential sharing is prohibited. We may require you to add seats for additional users and/or audit usage (see §9.6).

3.4 Registration Accuracy. Provide true, accurate, and complete information and keep it updated.

4. Plans, Trials, Renewals, Fees, and Taxes

4.1 Plans and Terms. We offer free and paid plans. Plan features, limits, and pricing are described at checkout or in your Order.

4.2 Free Trials. Trials are limited to one per company (including affiliates) unless we agree otherwise. We may end a trial at any time. At trial end, unless cancelled, paid plans auto-convert and begin billing.

4.3 Auto-Renewal & Pre-Renewal Notice. Subscriptions automatically renew for successive terms unless cancelled in the account portal before the end of the then-current term. Where required by law, we will send a pre-renewal reminder (e.g., 3–45 days or 30–60 days before renewal, depending on jurisdiction).

4.4 Price Changes. We may change pricing or features effective on renewal by posting updated pricing and/or notifying you.

4.5 No Refunds; Proration. All fees are non-refundable except where required by law. Upgrades take effect immediately; downgrades and cancellations take effect at end of term. No credits for partial periods.

4.6 Payment; Chargebacks. You authorize us and our payment processors (e.g., Stripe) to store payment methods and charge all amounts due, including renewals. If you dispute a charge, contact us first. We may suspend the Service during a dispute and charge reasonable administrative fees for invalid chargebacks.

4.7 Taxes. Fees are exclusive of taxes (e.g., sales, VAT, GST, withholding). You are responsible for applicable taxes, except taxes based on our net income.

5. Use of the Service; Acceptable Use; Rate Limits

5.1 Internal Business Use Only. Subject to these Terms, we grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Service solely for your internal business purposes.

5.2 Prohibited Conduct. You will not: (a) copy, scrape, harvest, download in bulk, or create derivative datasets from the Service or Public Source Data; (b) resell, sublicense, lend, lease, or make the Service or data available to third parties; (c) use bots or automated systems to access the Service without our express written consent or official API; (d) reverse engineer, decompile, or circumvent technical measures; (e) use the Service to compete with us or to build a similar or competing product or dataset; (f) remove proprietary notices; (g) introduce malware or attempt to gain unauthorized access; (h) use the Service for unlawful, fraudulent, infringing, harassing, or misleading purposes.

5.3 Third-Party Site Terms. The Service may link to or ingest information from government or third-party sites. You are responsible for reviewing and complying with those sites' terms and policies. We are not affiliated with, endorsed by, or responsible for such sites.

5.4 Fair Use & Technical Limits. We may impose or adjust rate limits, query caps, concurrency caps, email frequency, and similar controls to ensure platform stability. Do not circumvent limits.

5.5 Monitoring. We may monitor usage to operate the Service, ensure security, detect abuse, and verify compliance.

5.6 Audit Right (Light-Touch). On reasonable prior notice, we may audit (remotely) your usage metadata to verify seat counts and compliance. If an audit reveals underpayment or material breach, you will promptly pay shortfalls and reasonable audit costs.

6. Data; Content; IP

6.1 Our Content; Reservation. As between the parties, we own the Service, all software, interfaces, databases, compilations, Public Source Data enhancements, schemas, labels, and all related IP. Except for the limited rights expressly granted, we reserve all rights.

6.2 Member Data. You retain ownership of Member Data. You grant us a non-exclusive, worldwide, royalty-free license to host, process, transmit, display, and create Aggregated/Anonymized Data to operate, secure, improve, and analyze the Service. We will not publicly disclose Member Data except per your settings or as required by law.

6.3 Outputs and AI. We may use AI models (our own and third-party). Outputs may be inaccurate, incomplete, or outdated and should be independently verified. Subject to third-party rights and applicable law, you may use Outputs for your business internally. You are responsible for reviewing Outputs before reliance or distribution.

6.4 Feedback. If you send ideas or suggestions, you grant us a perpetual, irrevocable, worldwide, royalty-free license to use them without restriction or attribution.

6.5 Anonymized Usage Data. We may collect and use technical and usage data in aggregated or de-identified form for analytics, benchmarking, and product improvement.

6.6 Data Collection & Use Clause. By registering for the Service, you agree to provide accurate and complete information, including your Federal Employer Identification Number (FEIN) or Social Security Number (SSN), as applicable. This information may be used to verify your identity, facilitate payment processing, comply with applicable tax regulations, and fulfill contractual obligations.

6.7 Data Protection. We take the privacy and security of your personal and business information seriously. All sensitive data, including FEIN and SSN, is encrypted in transit and at rest, and handled in accordance with applicable data protection laws, including but not limited to the Gramm-Leach-Bliley Act (GLBA) and relevant state privacy statutes. We do not sell or share this information with third parties except as required by law or to fulfill core service functions (e.g., tax authorities).

6.8 Regulatory Compliance. You acknowledge and agree that the collection of FEIN or SSN is necessary to comply with federal, state, and local regulations, including but not limited to IRS reporting requirements, anti-fraud measures, and Know Your Customer

(KYC) obligations. Failure to provide accurate information may result in suspension or termination of your account.

6.9 Consent to Collect and Use Sensitive Information. By submitting your FEIN or SSN during registration, you expressly consent to our collection, use, and storage of this information for the purposes outlined above. You may withdraw consent at any time by contacting support, though doing so may impact your ability to use certain features of the Service.

7. Privacy; Communications; DPA

7.1 Privacy Policy. Our Privacy Policy describes how we collect and use personal data. By using the Service, you consent to those practices.

7.2 Email Digests. By creating an account, you consent to receive daily email digests and service emails. You may adjust preferences in your account; however, disabling digests may limit functionality.

7.3 Data Processing Addendum (DPA). If required by data protection laws, we will provide a DPA including SCCs for international transfers.

7.4 Security. We implement reasonable administrative, technical, and physical measures to protect the Service; however, no security is perfect. You are responsible for your configurations, access controls, and backups of Member Data.

7.5 Incident Notification. If we confirm a security incident affecting Member Data, we will notify you without undue delay and provide reasonable cooperation.

8. Disclaimers (No Professional Advice; Data Accuracy)

8.1 Not Advice. The Service and Outputs are for information only and do not constitute legal, procurement, financial, or other professional advice.

8.2 Public Source Data Limitations. Procurement postings may change, be withdrawn, or contain errors. Deadlines, eligibility, set-asides, and requirements can change and vary by jurisdiction. We do not guarantee completeness, timeliness, or accuracy of any data. You must independently verify all critical information with the issuing authority.

8.3 High-Risk Use. The Service is not designed for mission-critical or high-risk activities.

9. Suspension; Termination; Effect

9.1 Suspension. We may suspend the Service immediately for security risks, non-payment, suspected fraud, or violations of these Terms.

9.2 Termination by You. Cancel in the account portal; your plan remains active until end of term.

9.3 Termination by Us. We may terminate for convenience on 30 days' notice or for cause immediately.

9.4 Effect. Upon termination, your license ends and access ceases. We may retain backups and logs as permitted by law. Upon request within 30 days post-termination and if your account is paid in full, we will make your exportable Member Data available in a reasonable format.

9.5 Survival. Sections 2, 5–12, 14–19 survive termination.

9.6 Injunctive Relief. Breach of §§5 or 6 may cause irreparable harm; we may seek injunctive relief without bond.

10. Fees; Remedies

10.1 Late Fees. Overdue amounts may incur 1.5% per month (or the maximum allowed by law) plus collection costs.

10.2 Setoff. We may set off credits or amounts you owe against refunds or payments we may otherwise owe you.

11. Export; Sanctions; Government Use

11.1 Export/Sanctions. You represent that you are not on any U.S. restricted list and will not use the Service in embargoed countries or for prohibited end uses.

11.2 U.S. Government Rights. The Service is "commercial computer software" under 48 C.F.R. §2.101. Government use is subject to these Terms.

12. Third-Party Services & Links

We are not responsible for third-party services, data sources, or sites, even if they are integrated with or accessed via the Service. Use them at your own risk and subject to their terms.

13. Intellectual Property; DMCA

13.1 Ownership. All content and technology in the Service is owned by us or our licensors and protected by IP laws.

13.2 DMCA. If you believe content infringes your copyright, send a notice to our designated agent as described on our website. We may remove content and terminate repeat infringers.

13. Intellectual Property; DMCA

13.1 Ownership. All content and technology in the Service is owned by us or our licensors and protected by IP laws.

13.2 DMCA. If you believe content infringes your copyright, send a notice to our designated agent as described on our website. We may remove content and terminate repeat infringers.

14. Warranties; Limitation of Liability

14.1 AS IS. THE SERVICE, PUBLIC SOURCE DATA, AND OUTPUTS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ACCURACY, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

14.2 No Consequential Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY.

14.3 Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR ALL CLAIMS IN THE AGGREGATE WILL NOT EXCEED THE GREATER OF (A) US\$100 OR (B) THE FEES YOU PAID TO US FOR THE SERVICE

IN THE THREE (3) MONTHS** PRECEDING THE EVENT GIVING RISE TO LIABILITY.

14.4 Exclusions. The above limits do not apply to your payment obligations or your breach of §§5 (Use) or 6 (IP/Data). Some jurisdictions do not allow certain limitations; in that case, the limitations apply to the maximum extent permitted.

15. Indemnification

You will defend, indemnify, and hold harmless BidInsight and its affiliates, officers, directors, employees, and agents from and against any third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) your use of the Service or Outputs; (b) your Member Data; (c) your violation of these Terms or law; or (d) your use of Public Source Data in violation of third-party terms. We will promptly notify you of claims and reasonably cooperate at your expense. You may not settle any claim without our written consent if it imposes obligations on us.

16. Dispute Resolution; Arbitration; Class Waiver

16.1 Informal Resolution. Before filing a claim, the complainant must send a Notice of Dispute to legal@bidinsight.com and attempt informal resolution for 30 days.

16.2 Binding Arbitration. Except for small-claims court and claims seeking injunctive relief, disputes will be resolved by binding arbitration administered by the American Arbitration Association (AAA) under its Commercial Arbitration Rules. The seat is Cook County, Illinois. One arbitrator. English language. Judgment may be entered in any court of competent jurisdiction.

16.3 Class Action Waiver. No class or representative actions. Only individual claims.

16.4 30-Day Opt-Out. You may opt out of §16 by sending a written opt-out to legal@bidinsight.com within 30 days after first accepting these Terms; your opt-out must include your name, company, and the email associated with your account.

17. Modifications to the Service and Terms

We may modify or discontinue features at any time. We may update these Terms from time to time. Material changes will be notified via the Service or email. If you continue using the Service after the effective date of updated Terms, you accept them. If you do not agree, you must stop using the Service and cancel before the change takes effect.

18. Service Availability & Downtime Clause

18.1 Availability. We strive to maintain uninterrupted access to the Service, with a target uptime of 99.9% per calendar month, excluding scheduled maintenance and events beyond our control.

18.2 Scheduled Maintenance. From time to time, we may perform routine system updates or maintenance. These will occur during off-peak hours from 12:00 am - 2 am CDT. Scheduled maintenance is excluded from uptime calculations.

18.3 Unscheduled Downtime. You acknowledge that the Service may be temporarily unavailable due to unforeseen circumstances such as hardware failures, network outages, or security incidents. We will use commercially reasonable efforts to restore functionality as quickly as possible and notify affected users promptly.

18.4 Force Majeure. We are not liable for downtime caused by events outside our reasonable control, including but not limited to internet outages, natural disasters, acts of war, government restrictions, labor disputes, or third-party data source or service failures.

19. Miscellaneous

19.1 Governing Law; Venue. Illinois law governs, without regard to conflicts principles. Subject to §16, the exclusive venue is state or federal courts in Cook County, Illinois.

19.2 Assignment. You may not assign these Terms without our consent; we may assign to an affiliate or in connection with a merger, acquisition, or sale.

19.3 Notices. We may provide notices electronically (including to your account email). Your legal notices to us must be sent to contactus@bidinsight.com.

19.4 Severability; Waiver. If any provision is unenforceable, the remainder remains in effect. Failure to enforce is not a waiver.

19.5 Entire Agreement. These Terms (and any Order, DPA, and Privacy Policy) are the entire agreement and supersede prior agreements on the subject matter.

19.6 Headings. Headings are for convenience only.

Exhibit A – Email Deliverability & Consent

A.1 You consent to receive daily digests and service notices. We may adjust cadence to manage deliverability.

A.2 We may throttle or pause emails to preserve sender reputation. Some documents may therefore only be available in-app.

Exhibit B – Data Export & Deletion

A.1 You consent to receive daily digests and service notices. We may adjust cadence to manage deliverability.

A.2 We may throttle or pause emails to preserve sender reputation. Some documents may therefore only be available in-app.

Exhibit C – API (If Enabled)

C.1 API credentials are personal to your organization and subject to separate rate limits and documentation.

C.2 We may suspend API access for instability or abuse.

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