

BC Developer's Exchange Terms and Conditions for E-Bidding

1. The BC Developer's Exchange (the "Service") is offered to developers who wish to bid on "Code with Us" or "Sprint With Us" opportunities (a "Bidder"). The Service is offered by the Province of British Columbia and on behalf of public sector entities that use the BC Developer's Exchange ((referred to below as the "Province", or "We", "Us" or "Our", as the context requires).
2. Access to and use of the Service is provided subject to these terms and conditions. The Bidder agrees to use the Service in accordance with these terms and conditions and other policies as the Province may communicate to the Bidder from time to time (the "Agreement").
3. An individual account on GitHub is required in order to sign up for an individual profile on the Service. An individual profile is required in order to create an organization profile on the Service. Bidders must sign up for either an individual or an organization profile on the Service, as required by the applicable opportunity, in order to submit bids. Unless bids, proposals or other communications are associated with either an organization or individual profile, as applicable, they will not be considered or evaluated.
4. The Bidder agrees that signing up for a profile and using that profile to submit a bid is as effective as a signature and indicates its agreement to be bound by the statements and representations to which that profile is affixed.
5. We are under no obligation to confirm or verify the actual identity or authority of any user of the profile. The Bidder authorizes Us to accept, without further verification, all activities and communications that use the Bidder's profile.
6. The Bidder agrees that if the Bidder's profile is invalid at any applicable closing times or dates regardless of when received by Us, then any bids, proposals or other communications that the profile is associated with will not be considered or evaluated.
7. The Bidder agrees that the Service may attach an electronic time and/or date stamp ("Stamp") to bids, proposals or other communications when those bids, proposals or communications have been received by Us. When so attached, the Bidder agrees that the Stamp will determine the time and date that the bid, proposal or other communication was received by Us.
8. The Bidder is liable for all use of its profile, including use by any individual whether with or without the Bidder's knowledge or consent.
9. The Bidder will not attempt to defeat or compromise the security related to the Service.
10. The Bidder is responsible for ensuring that its profile registration and other contact information is complete and accurate, and is kept current.

11. All information provided to the Province is subject to the *Freedom of Information and Protection of Privacy Act*. We will only use the information for purposes related to the Service.
12. We retain the copyright on all information made available to the Bidder through the Service and the Developer's Exchange Web site.
13. The Province may post the Bidder's identity online if it is the successful bidder with regard to a specific bid opportunity.
14. The Bidder should not rely on the Service as its exclusive method of submitting bids, proposals or other communications to Us. For example, there may be technical issues that affect the provision of the Service and, because the Service is provided over the Internet, the Bidder's communications to Us may be susceptible to data corruption and/or delays in transmission.
15. The Service is provided "AS IS" without warranty of any kind, including warranty of fitness for a particular purpose. We do not warrant the accuracy or the completeness of the Service or the information made available to the bidder by the Service, or that the Service will function without error, failure or interruption.
16. No action may be brought by any person against Us for any loss or damage of any kind caused by any reason or purpose including, without limitation, reliance on the functioning of the Service.
17. The Bidder agrees to indemnify and save harmless Us, and Our respective servants, agents, directors, contractors, and employees (each an "Indemnified Person") against any and all losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Person may sustain, incur, suffer, or be put to by reason of the Bidder's acts or omissions, or the acts or omissions of the Bidder's servants, agents, directors, contractors and employees, in relation to the Service.
18. The Bidder will not, without the prior written consent of the Province, assign or transfer this Agreement or any of its rights under this Agreement.
19. The Bidder will keep its profile log information confidential and, except where the Bidder is an organization and the use of the profile is by an individual authorized to act on behalf of the Bidder, will not assign or permit its profile to be used by any other person, whether or not such other person is in any way related to the Bidder.
20. The Province may terminate this Agreement, thereby invalidating the Bidder's corporate or individual profile:
 - a) immediately if, in the Province's sole discretion, the Bidder has breached or appears to have breached a term of this Agreement, or

- b) upon giving at least 3 business days' prior written notice of termination to the Bidder for any other reason (where "business day" means a business day of the Province).
21. The Province may discontinue the Service at any time and without any obligation to give notice of discontinuance to the Bidder.
 22. Bidders with existing profiles on the Service will be notified by the Province of this Agreement. Continued use of the Service following such notice constitutes the Bidder's acceptance of the Agreement.
 23. The Province may amend this Agreement at any time by providing notice to the Bidder of the amended Agreement. Continued use of the Service after such notice constitutes the Bidder's acceptance of the amended Agreement.
 24. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.