**Bid Ops**

**Terms of Use Agreement**

**Last Updated: [\_\_\_\_]**

Welcome to Bid Ops, a platform operated by Bid Ops, Inc. (“**Bid Ops**,” “**us**,” and “**we**”)! Bid Ops provides an online marketplace designed to allow users to request, submit, compare and analyze bids.

PLEASE READ THIS TERMS OF USE AGREEMENT (**“AGREEMENT”**) CAREFULLY. THIS WEBSITE AND ANY OTHER WEBSITES OF BID OPS, ITS AFFILIATES OR AGENTS (COLLECTIVELY, THE **“WEBSITE”**) AND THE INFORMATION ON IT ARE CONTROLLED BY BID OPS. THIS AGREEMENT GOVERNS YOUR USE OF THE WEBSITE, BID OPS’ MOBILE APPLICATION (THE “**APPLICATION**”), AND THE SERVICES, INFORMATION AND CONTENT AVILABLE OR ENABLED VIA THE WEBSITE AND/OR APPLICATION (COLLECTIVELY WITH THE WEBSITE AND APPLICATION, THE “**SERVICES**”). BY CLICKING ON THE “I ACCEPT” BUTTON, COMPLETING THE REGISTRATION PROCESS, ACCESSING OR USING ANY OF THE SERVICES AND/OR DOWNLOADING THE APPLICATION, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH COMPANY, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE COMPANY YOU HAVE NAMED AS THE USER, AND TO BIND THAT COMPANY TO THE AGREEMENT. THE TERM **“YOU”** OR “USER” REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED FOR THE SERVICES. UNLESS OTHERWISE SPECIFIED, “YOU” REFERS TO BOTH VENDORS AND BUYERS (AS DEFINED BELOW). **IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU MAY NOT ACCESS OR USE THIS WEBSITE OR THE SERVICES.**

**PLEASE BE AWARE THAT SECTION 19 OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW CLAIMS THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL ON YOUR CLAIMS.**

**ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO YOUR USE OF THE SITE WILL BE GOVERNED AND INTERPRETED BY AND UNDER THE LAWS OF THE STATE OF CALIFORNIA, CONSISTENT WITH THE FEDERAL ARBITRATION ACT, WITHOUT GIVING EFFECT TO ANY PRINCIPLES THAT PROVIDE FOR THE APPLICATION OF THE LAW OF ANY OTHER JURISDICTION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED FROM THIS AGREEMENT.**

Your use of, and participation in, certain Services may be subject to additional terms, including the Bid Ops Customer Agreement (as defined below) (**“Supplemental Terms”**) and such Supplemental Terms will either be listed in the Agreement or will be presented to you for your acceptance when you sign up to use the supplemental Service. If the Agreement is inconsistent with the Supplemental Terms, the Supplemental Terms shall control with respect to such Service. All Supplemental Terms are hereby incorporated into the Agreement by reference. The Agreement and any applicable Supplemental Terms are referred to herein as the “Terms.”

PLEASE NOTE THAT The Terms are subject to change by BID OPS in its sole discretion at any time. When changes are made, Bid Ops will make a new copy of the Agreement available at the Website and any new Supplemental Terms will be made available from within, or through, the affected Service on the Website. We will also update the “Last Updated” date at the top of the Agreement. If we make any material changes, and you have registered with us to create an Account (as defined in Section 4.1 below), we will also send an e-mail to you at the last e-mail address you provided to us pursuant to the Terms. Any changes to the Terms will be effective immediately for new Users of the Website and/ or Services and will be effective thirty (30) days after posting notice of such changes on the Website for existing Users, provided that any material changes shall be effective for Users who have an Account with us upon the earlier of thirty (30) days after posting notice of such changes on the Website or thirty (30) days after dispatch of an e-mail notice of such changes to Registered Users (defined in Section 4.1 below). Bid Ops may require you to provide consent to the updated Terms in a specified manner before further use of the Website and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Website and/or the Services. Otherwise, your continued use of the Website and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE WEBSITE TO VIEW THE THEN-CURRENT TERMS.

1. **Definitions**.
   1. “**Bid Ops Customer Agreement”** means the written agreement entered into between Bid Ops and a Buyer (as defined in Section 2), evidencing the initial designation of Service by Buyer (as defined in Section 2), including any subsequent Order Forms (as defined below) to subscribe to the Service.
   2. “**Bid**” means the Vendor’s (as defined in Section 2) accurate, good faith, binding offer to the Buyer to sell, at a certain price and during a certain period of time specified by the Buyer, Commercial Items that conform to the Specifications and terms of the IFB (as defined in Section 2) in response to which such offer is submitted.
   3. “**Buy Terms**” means the contractual terms under which Buyer agrees to purchase Commercial Items from Vendor.
   4. “**Commercial Items**” means the products or services solicited by Buyer from Vendor through the Services.
   5. “**Invitation for Bids**” or “**IFB**” means an invitation to Vendors issued by or on behalf of the Buyer to bid through the Services.
   6. “**Order Form**” means an order form based on the template provided in the Bid Ops Customer Agreement, which is signed by both parties and references the Bid Ops Customer Agreement.
   7. “**Specifications**” means all attributes set forth in an IFB, including but not limited to: Vendor type, end date, end time, Bid information, contact information, options, shipping Information, Bid term(s), bidding instructions, line item(s), and all referenced or inferred regulations and/or all referenced ancillary Information/documents.
2. **How the Bid Ops Services Work.** We make our Services available as an online platform or marketplace where procurement professionals (“**Buyers**”) can run single or multi-phase procurement processes, including solicitations live bidding events for vendor contracts, and vendors (“**Vendors**”) can submit Bids to fulfill those contracts. The Service allows Vendors to offer and sell Commercial Items, and for Buyers to post IFBs and purchase Commercial Items from Vendor. Once the Buyer selects a Vendor, the Buyer and Vendor contract directly for the provision of Commercial Items. Bid Ops has no control over the quality, safety or legality of the Commercial Items offered and sold, the accuracy of any related content, the ability of Vendors to sell Commercial Items or the actual intent of Buyers to buy Commercial Items. Bid Ops does not guarantee nor does it control whether Vendors will complete the sale of Commercial Items they offer or whether Buyers will complete the purchase of Commercial Items for which they have requested IFBs. Our responsibilities are limited to facilitating the availability of the Services. Bid Ops makes no representations about the suitability, reliability, timeliness or accuracy in public, private or offline interactions. Bid Ops does not assume any responsibility for the accuracy or reliability of this information or any information provided through the Services.
3. **Use of the Services.** The Website, the Services, and the information and content available on the Website and the Services (as these terms are defined herein) (collectively, the **“Bid Ops Properties”**) are protected by copyright laws throughout the world. Subject to the Terms, Bid Ops grants you a limited license to reproduce portions of Bid Ops Properties for the sole purpose of using the Services for your personal or business purposes. Unless otherwise specified by Company in a separate license, your right to use any Bid Ops Properties is subject to the Terms.
   1. **Software.** Use of any software and associated documentation that is made available via the Website or the Services (**“Software”**) is governed by the terms of this Agreement. Subject to your compliance with this Agreement, Bid Ops grants you a non-assignable, non-transferable, non-sublicensable, revocable non-exclusive license to use the Software for the sole purpose of enabling you to use the Services in the manner permitted by this Agreement.
   2. **Updates.** Bid Ops may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Services and related Services (“**Updates**”). These Updates may be automatically installed without providing any additional notice or receiving any additional consent. Under this Agreement, you consent to these automatic updates. If you do not want such Updates, your remedy is to terminate your Account (defined below). If you do not terminate your Account, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Bid Ops Properties and you agree to promptly install any Updates Bid Ops provides. Your continued use of the Bid Ops Properties is your agreement to this Agreement with respect to the Bid Ops Properties.
   3. **Certain Restrictions.** The rights granted to you in this Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit Bid Ops Properties or any portion of Bid Ops Properties, including the Website; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other Bid Ops Properties (including images, text, page layout or form) of Bid Ops; (c) you shall not use any metatags or other “hidden text” using Bid Ops’ name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of Bid Ops Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including, but not limited to, spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Website (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Website for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) you will not access Bid Ops Properties in order to build a similar or competitive website, application or service; (g) except as expressly stated herein, no part of Bid Ops Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on or in Bid Ops Properties. Any future release, update or other addition to Bid Ops Properties shall be subject to the Terms. Bid Ops, its suppliers and service providers reserve all rights not granted in the Terms. Any unauthorized use of Bid Ops Properties terminates the licenses granted by Bid Ops pursuant to the Terms.
   4. **Outputs**. As part of the Services, Bid Ops may provide Buyer with certain data to analyze Bids based on the information provided by Vendor. As such, Buyers acknowledge and agree that the outputs, reports and deliverables provided via the Service (“**Outputs**”) are wholly dependent on the inputs provided by Vendors. Bid Ops makes no warranty, representation, endorsement, or guarantee regarding, and accepts no responsibility for the quality, content, nature or reliability of any Outputs or any data input by Vendors. Vendors are solely responsible for submitting accurate inputs. BID OPS DISCLAIMS ANY AND ALL WARRANTIES OF ACCURACY RELATING TO ANY OUTPUTS.
   5. **Third-Party Materials.** As a part of Bid Ops Properties, you may have access to materials that are hosted by another party. You agree that it is impossible for Bid Ops to monitor such materials and that you access these materials at your own risk.
4. **Registration**
   1. **Registering Your Account.** In order to access certain features of Company Properties, including to submit and IFB and Bid, you are required to become a Registered User. For purposes of the Terms, a **“Registered User”** is a user who has registered an account on the Website (**“Account”**).
   2. **Registration Data.** In registering an Account through the Services, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the registration form (the **“Registration Data”**); and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. You represent that you are (i) at least thirteen (13) years old; (ii) of legal age to form a binding contract; and (iii) not a person barred from using Bid Ops Properties under the laws of the United States, your place of residence or any other applicable jurisdiction. You are responsible for all activities that occur under your Account. You agree that you shall monitor your Account to restrict use by minors, and you will accept full responsibility for any unauthorized use of Company Properties by minors. You may not share your Account or password with anyone, and you agree to (i) notify Bid Ops immediately of any unauthorized use of your password or any other breach of security; and (ii) exit from your Account at the end of each session. If you provide any information that is untrue, inaccurate, not current or incomplete, or Bid Ops has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Bid Ops has the right to suspend or terminate your Account and refuse any and all current or future use of Bid Ops Properties (or any portion thereof). You agree not to create an Account using a false identity or information, or on behalf of someone other than yourself. You agree that you shall not have more than one Account per platform at any given time. Company reserves the right to remove or reclaim any usernames at any time and for any reason, including but not limited to, claims by a third party that a username violates the third party’s rights. You agree not to create an Account or use Bid Ops Properties if you have been previously removed by Bid Ops, or if you have been previously banned from any of Bid Ops Properties.
   3. **Necessary Equipment and Software.** You must provide all equipment and software necessary to connect to Bid Ops Properties, including but not limited to, a mobile device that is suitable to connect with and use Bid Ops Properties. You are solely responsible for any fees, including Internet connection or mobile fees, that you incur when accessing Bid Ops Properties.
5. **Responsibility for Content**
   1. **Types of Content.** You acknowledge that all Content, including Bid Ops Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not Bid Ops, are entirely responsible for all Content that you upload, post, e-mail, transmit or otherwise make available (**“Make Available”**) through Bid Ops Properties or data collected by or related to the Services and your use thereof (collectively, **“Your Content”**), and that you and other Users of Bid Ops Properties, and not Bid Ops, are similarly responsible for all Content they Make Available through Bid Ops Properties (**“User Content”**). The use of Data by Bid Ops will be subject to the terms of our Privacy Policy located at: [**insert link to privacy policy**].
   2. **No Obligation to Pre-Screen Content.**  You acknowledge that Bid Ops has no obligation to pre-screen Content (including, but not limited to, User Content), although Bid Ops reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Terms, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that Bid Ops pre-screens, refuses or removes any Content, you acknowledge that Bid Ops will do so for Bid Ops’ benefit, not yours. Without limiting the foregoing, Bid Ops shall have the right to remove any Content that violates this Agreement or is otherwise objectionable.
   3. **Storage.**  Unless expressly agreed to by Bid Ops in writing elsewhere, Bid Ops has no obligation to store Your Content that you Make Available on Bid Ops Properties. Bid Ops has no responsibility or liability for the deletion or accuracy of any Content, including Your Content; the failure to store, transmit or receive transmission of Content; or the security, privacy, storage, or transmission of other communications originating with or involving use of Bid Ops Properties. You agree that Bid Ops retains the right to create reasonable limits on Company’s use and storage of the Content, including Your Content, such as limits on file size, storage space, processing capacity, and similar limits described on the Website and as otherwise determined by Bid Ops in its sole discretion.
6. **Bid Process**
   1. **Creating an IFB.** In order to post an IFB, you must be: (a) a Registered User; and (b) a party to a valid Bid Ops Customer Agreement. All posted IFBs will include Buyer’s Specifications and Buy Terms.
   2. **Request to Submit Bid**. Once the Buyer has posted an IFB: (a) Buyer and/or Bid Ops shall specify the Vendors that will receive requests to submit a Bid; or (b) Vendors may search open IFBs through the Services. If applicable, Bid Ops shall send the selected Vendors a request to submit a Bid by electronic mail with a unique Vendor identifier. The identifier sent to Vendor is specific to such Vendor and should not be shared with others. The first time Vendor receives a request to submit a Bid, Vendor must register for an Account. By using the Service, you consent to receive requests to submit Bids to your email. You may opt out of receiving these emails at any time by following the unsubscribe instructions provided therein.
   3. **Bid Process**. Vendors can review the Specifications and Buy Terms and choose whether to submit a Bid. Once submitted, a Bid is considered final by the Buyer. Incomplete Bids or non-compliant Bids will not be considered by the Buyer. In the event a Vendor has questions or issues about any of the Buyer’s Specifications or Buy Terms, the Vendor may submit a question or comment through the Service, but should not submit a Bid until the Vendor considers such Bid to be final. If Vendor submits a Bid, Vendor must proactively confirm compliance with all Specifications and Buy Terms. Following the Bid Submission Deadline, the Buyer shall review all Bids, and may either: (a) cancel the IFB, in which case all participating Vendors will be notified, (b) repost the IFB with modifications, (c) extend the IFB to allow for more Bids to be submitted, or (d) select a Bid and each party receives the other party’s contact Information. Vendors not selected will be notified via email. The Services have the functionality to request to receive Bids without disclosing any names of Vendors until a Bid is selected.
   4. **Rules Regarding Bids**. A Buyer is never obligated to complete the transaction, and a Buyer may select any of the participating Vendors in order to obtain the most advantageous Bid in accordance with their contracting authority and applicable laws, rules and regulations; however, the selected Vendor may not retract or cancel its selected Bid.
   5. **Agreements between Buyer and Vendor.** If you are a Buyer, you understand and agree that Bid Ops does not act as an insurer or as your contracting agent. Any agreement you enter into with a Vendor is between you and the Vendor and Bid Ops is not a party to such agreement.
7. **Ownership**
   1. **Bid Ops Properties.** Except with respect to Your Content and User Content, you agree that Bid Ops and its suppliers own all rights, title and interest in Bid Ops Properties. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Services, or Bid Ops Properties.
   2. **Trademarks.** “Bid Ops”,  and other related graphics, logos, service marks and trade names used on or in connection with Bid Ops Properties or in connection with the Services are the trademarks of Bid Ops and may not be used without permission in connection with any third-party products or services. Other trademarks, service marks and trade names that may appear on or in Bid Ops Properties are the property of their respective owners.
   3. **Outputs.** Except with respect to Your Content and User Content, Bid Ops owns all right, title and interest (including all intellectual property rights) in and to the Outputs, and Bid Ops may use the Output for any purpose. Conditioned upon your compliance with the terms of this Agreement, Bid Ops grants you a personal, limited, nonexclusive, non-transferable, non-sublicensable, revocable license to access and use the Outputs during the term of this Agreement for Buyer’s internal business purposes.
   4. **Other Content.** Except with respect to Your Content, you agree that you have no right or title in or to any Content that appears on or in Bid Ops Properties. Bid Ops prohibits and does not recognize any purported transfers of virtual property effectuated outside of the Services, or the purported sale, lease, gift or trade in the “real world” of anything that appears or originates in the Services. Accordingly, you may not trade, sell or attempt to sell Coastal Dollars for “real” money, or exchange that currency for value of any kind outside of the Website or Services. Any such transfer or attempted transfer is prohibited and void, and will subject your Account to termination.
   5. **Your Content.** Bid Ops does not claim ownership of Your Content. However, when you as a user post or publish Your Content on or in Bid Ops Properties you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content. You grant Company a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display, Your Content (in whole or in part), including information related to Vendors Bid, for the purposes of: (a) operating, improving and providing the Services; and (b) compiling statistical and other information related to the performance, operation, and use of the Service. Please remember that other Users may search for, see, use, modify and reproduce any of Your Content that you submit to any “public” area of Bid Ops Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above**.** You agree that you, not Bid Ops, are responsible for all of Your Content that you Make Available on or in Bid Ops Properties.
   6. **Account.** Notwithstanding anything contained herein to the contrary, by submitting Your Content to any forums, comments or any other area on Bid Ops Properties, you acknowledge and agree that you will have no ownership or other property interest in your Account, and your further acknowledge and agree that all rights in and to your Account are and will forever be owned by and inure to the benefit of Bid Ops.
   7. **Feedback.** You agree that submission of any ideas, suggestions, documents, and/or proposals to Bid Ops through its suggestion, feedback, wiki, forum or similar pages (**“Feedback”**) is at your own risk and that Bid Ops has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to Bid Ops a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights, in connection with the operation and maintenance of Bid Ops Properties.
8. **User Conduct**
   1. **Restrictions.** You agree that you will not, under any circumstances:
      1. Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized software designed to modify or interfere with any Bid Ops Properties;
      2. Interfere with or damage Bid Ops Properties, including, without limitation, through the use of viruses, cancel bots, Trojan horses, harmful code, flood pings, denial-of-service attacks, packet or IP spoofing, forged routing or electronic mail address information, or similar methods or technology;
      3. Modify or cause to be modified any files that are a part of Bid Ops Properties;
      4. Disrupt, overburden, or aid or assist in the disruption or overburdening of: (i) any computer or server used to offer or support Bid Ops Properties; or (ii) the enjoyment of Bid Ops Properties by any other person;
      5. Institute, assist, or become involved in any type of attack, including, but not limited to, distribution of a virus, denial of service attacks upon Bid Ops Properties, or other attempts to disrupt Bid Ops Properties or any other person’s use or enjoyment of Bid Ops Properties;
      6. Attempt to gain unauthorized access to Bid Ops Properties, accounts registered to others, or to the computers, servers or networks connected to Bid Ops Properties by any means other than the User interface provided by Bid Ops, including, but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device or software that is part of Bid Ops Properties;
      7. Access, tamper with or use non-public areas of Bid Ops Properties, Bid Ops’ computer systems, or the technical delivery systems of Bid Ops’ providers;
      8. Attempt to probe, scan, or test the vulnerability of any Company system or network, or breach any security or authentication measures;
      9. Disrupt or interfere with the security of, or otherwise cause harm to, Bid Ops Properties, systems, resources, accounts, passwords, servers or networks connected to or accessible through Company Properties or any affiliated or linked sites;
      10. Avoid, bypass, remove, deactivate, impair, descramble, or otherwise circumvent any technological measure implemented by Bid Ops or any of Bid Ops’ providers or any other third party (including another User) to protect Bid Ops Properties;
      11. Upload, post, e-mail, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation; or
      12. Engage in any chain letters, contests, junk email, pyramid schemes, spamming, surveys or other duplicative or unsolicited messages (commercial or otherwise).
   2. **General.** In connection with your use of Bid Ops Properties, you shall not:
      1. Use our Services if you are not able to form legally binding contracts (for example, if you are under 18 years old), or are temporarily or indefinitely suspended from using our Website or Services;
      2. Make Available any Content (including in any IFB or Bid) that (i) is unlawful, tortious, defamatory, vulgar, obscene, libelous, or racially, ethnically or otherwise objectionable; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (iv) is violent or threatening, or promotes violence or actions that are threatening to any other person; or (v) promotes illegal or harmful activities;
      3. Harm minors in any way;
      4. Impersonate any person or entity, including, but not limited to, Bid Ops personnel, or falsely state or otherwise misrepresent your affiliation with a person or entity;
      5. Make Available any Content that you do not have a right to Make Available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under non-disclosure agreements);
      6. Make Available any Content that infringes the rights of any person or entity, including without limitation, any patent, trademark, trade secret, copyright, privacy, publicity or other proprietary or contractual rights;
      7. Intentionally or unintentionally violate any applicable local, state, national or international law or regulation, or any order of a court;
      8. Stalk or otherwise harass any other user of our Bid Ops Properties; or
      9. Advocate, encourage or assist any third party in doing any of the foregoing activities in this section.
9. **Investigations.** Bid Ops may, but is not obligated to, monitor or review Bid Ops Properties and Content at any time. Without limiting the foregoing, Bid Ops shall have the right, in its sole discretion, to remove any of Your Content for any reason (or no reason), including if such Content violates the Terms or any applicable law. Although Bid Ops does not generally monitor user activity occurring in connection with Bid Ops Properties or Content, if Bid Ops becomes aware of any possible violations by you of any provision of the Terms, Bid Ops reserves the right to investigate such violations, and Bid Ops may, at its sole discretion, immediately terminate your license to use Bid Ops Properties, or change, alter or remove Your Content, in whole or in part, without prior notice to you.
10. **Interactions with Other Users.** You are solely responsible for your interactions with other Users and any other parties with whom you interact; provided, however, that Bid Ops reserves the right, but has no obligation, to intercede in such disputes. You agree that Bid Ops will not be responsible for any liability incurred as the result of such interactions. BID OPS DOES NOT INQUIRE INTO THE BACKGROUNDS OF ITS REGISTERED USERS OR ATTEMPT TO VERIFY THE CONTENT OF ITS REGISTERED USERS. BID OPS MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF REGISTERED USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE REGISTERED USERS.
    1. **Content Provided by Other Users.** Bid Ops Properties may contain User Content provided by other Users, including IFB and Bids. Bid Ops is not responsible for and does not control User Content. Bid Ops has no obligation to review or monitor, and does not approve, endorse or make any representations or warranties with respect to User Content. You use all User Content and interact with other Users at your own risk.
    2. **Third-Party Websites, Applications & Ads.** Bid Ops Properties may contain links to third-party websites (**“Third-Party Websites”)** and applications (**“Third-Party Applications”**) and advertisements for third parties (**“Third-Party Ads”**). When you click on a link to a Third-Party Website, Third-Party Application or Third-Party Ad, we will not warn you that you have left Bid Ops Properties and are subject to the terms and conditions (including privacy policies) of another website or destination. Such Third-Party Websites, Third-Party Applications and Third-Party Ads are not under the control of Bid Ops. Bid Ops is not responsible for any Third-Party Websites, Third-Party Applications or Third-Party Ads. Bid Ops provides these Third-Party Websites, Third-Party Applications and Third Party Ads only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to Third-Party Websites, Third-Party Applications or Third-Party Ads, or their products or services. You use all links in Third-Party Websites, Third-Party Applications and Third-Party Ads at your own risk. When you leave our Website, our Terms and policies no longer govern. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Websites or Third-Party Applications, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.
11. **Buyer Fees and Purchase Terms.** To submit an IFB and use the Services, Buyer must execute a Bid Ops Customer Agreement. The terms of this Agreement are hereby incorporated into the Bid Ops Customer Agreement. Bid Ops charges and collects in arrears for the Services set forth in the Bid Ops Customer Agreement. [All payment shall be made in accordance with the terms of the Bid Ops Customer Agreement.
12. **Indemnification.** You agree to indemnify and hold Bid Ops, its parents, subsidiaries, affiliates, officers, employees, agents, partners and licensors (collectively, the “**Bid Ops Parties**”) harmless from any losses, costs, liabilities and expenses (including reasonable attorneys’ fees) relating to or arising out of: (a) Your Content; (b) your use of, or inability to use, Bid Ops Properties; (c) your violation of the Terms (including, without limitation, your submission of false or misleading information through the Services; (d) your violation of any rights of another party, including any users; (e) your interactions with other users; (f) your violation of any applicable laws, rules or regulations; and (g) your sale, delivery, purchase or performance or use of any Commercial Items. Bid Ops reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with Bid Ops in asserting any available defenses. This provision does not require you to indemnify any of the Bid Ops Parties for any unconscionable commercial practice by such party or for such party’s fraud, deception, false promise, misrepresentation or concealment, suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Terms or your access to Bid Ops Properties.
13. **Disclaimer of Warranties and Conditions**
    1. **As Is.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOUR USE OF BID OPS PROPERTIES IS AT YOUR SOLE RISK, AND BID OPS PROPERTIES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES RELATED TO THE COMMERCIAL ITEMS PURCAHSED OR SOLD THROUGH THE SERVICES. BID OPS EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS, AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARISING FROM USE OF THE SERVICES.
       1. BID OPS MAKES NO WARRANTY, REPRESENTATION OR CONDITION THAT: (1) BID OPS PROPERTIES WILL MEET YOUR REQUIREMENTS; (2) YOUR USE OF BID OPS PROPERTIES WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR (3) THE RESULTS THAT MAY BE OBTAINED FROM USE OF BID OPS PROPERTIES WILL BE ACCURATE OR RELIABLE.
       2. BID OPS MAKES NO WARRANTIES CONCERNING (1) ANY IFB OR BID; (2) THE COMMERCIAL ITEMS; OR (3) THE ABILITY OF A USER TO PROVIDE OR DELIVER ANY COMMERCIAL ITEMS OR TO PAY A USER FOR ANY COMMERCIAL ITEMS.
       3. ANY CONTENT OR OUTPUTS DOWNLOADED FROM OR OTHERWISE ACCESSED THROUGH BID OPS PROPERTIES, IS AT YOUR OWN RISK AND YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PERSON OR PROPERTY, INCLUDING, BUT NOT LIMITED TO, YOUR COMPUTER SYSTEM AND ANY DEVICE YOU USE TO ACCESS BID OPS PROPERTIES, OR ANY OTHER LOSS THAT RESULTS FROM ACCESSING SUCH CONTENT.
       4. THE SERVICES MAY BE SUBJECT TO DELAYS, CANCELLATIONS AND OTHER DISRUPTIONS. COMPANY MAKES NO WARRANTY, REPRESENTATION OR CONDITION WITH RESPECT TO SERVICES, INCLUDING BUT NOT LIMITED TO, THE QUALITY, EFFECTIVENESS, REPUTATION AND OTHER CHARACTERISTICS OF SERVICES.
       5. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM BID OPS OR THROUGH BID OPS PROPERTIES WILL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
       6. From time to time, BID OPS may offer new “beta” features or tools with which its users may experiment. Such features or tools are offered solely for experimental purposes and without any warranty of any kind, and may be modified or discontinued at Company’s sole discretion. The provisions of this section apply with full force to such features or tools.
    2. **No Liability for Commercial Items**. YOU ACKNOWLEDGE AND AGREE THAT BID OPS PARTIES ARE NOT RESPONSIBLE FOR THE CONDUCT, WHETHER ONLINE OR OFFLINE, OF ANY USER OF THE SERVICES, INCLUDING ANY BUYERS OR VENDORS. BID OPS PARTIES WILL NOT BE LIABLE FOR ANY CLAIM, INJURY OR DAMAGE ARISING IN CONNECTION WITH YOUR USE OF THE BID OPS PROPERTIES, YOUR PURCHASE OF ANY COMMERCIAL ITEMS THROUGH THE BID OPS PROPERTIES OR YOUR USE OF ANY COMMERCIAL ITEMS PURCHASED THROUGH THE BID OPS PROPERTIES
    3. **No Liability for Conduct of Third Parties.** YOU ACKNOWLEDGE AND AGREE THAT BID OPS PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD BID OPS LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OPERATORS OF EXTERNAL SITES, AND THAT THE RISK OF ECONOMIC DAMAGES FROM SUCH THIRD PARTIES RESTS ENTIRELY WITH YOU. BID OPS MAKES NO WARRANTY THAT THE GOODS OR SERVICES PROVIDED BY THIRD PARTIES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. BID OPS MAKES NO WARRANTY REGARDING THE QUALITY OF ANY SUCH GOODS OR SERVICES, OR THE ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY USER CONTENT OBTAINED THROUGH COMPANY PROPERTIES.
    4. **No Liability for Conduct of Other Users.** YOU ARE SOLELY RESPONSIBLE FOR ALL OF YOUR COMMUNICATIONS AND INTERACTIONS WITH OTHER USERS OF BID OPS PROPERTIES. YOU UNDERSTAND THAT BID OPS DOES NOT MAKE ANY ATTEMPT TO VERIFY THE STATEMENTS OF USERS OF BID OPS PROPERTIES.
14. **Limitations of the Services**
    1. **System Requirements.** The Bid Ops Services will not be accessible without: (a) a working Wi-Fi network and/or Bluetooth connection in your home that is positioned to communicate reliably with the Services; (b) an Account; (c) a computer, smartphone or tablet; and (d) other system elements that may be specified by Bid Ops. It is your responsibility to ensure that you have all required system elements and that they are compatible and properly configured. You acknowledge that the availability of the Bid Ops Services is dependent on (i) your computer, mobile device, home Wi-Fi network and/or Bluetooth connection, and other related equipment, (ii) your Internet service provider (“**ISP**”), and (iii) your mobile device carrier (“**Carrier**”). You acknowledge that you are responsible for all fees charged by your ISP and Carrier in connection with your use of the Bid Ops Services. You also acknowledge that you are responsible for compliance with all applicable agreements, terms of use/service, and other policies of your ISP and Carrier.
15. **Third Party Sites; Release**
    1. **Third Party Sites.** The Bid Ops Properties may contain links to other websites operated by third parties (“**Third Party Sites**”). Such Third Party Sites are not under our control. Bid Ops provides these links and referrals only as a convenience and does not review, approve, monitor, endorse, warrant, or make any representations with respect to such Third Party Sites. Your use of these Third Party Sites is at your own risk.
    2. **Release.** You hereby release Bid Ops and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of Bid Ops Properties, including but not limited to, any interactions with or conduct of other Users or third-party websites of any kind arising in connection with or as a result of the Terms or your use of Bid Ops Properties. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, “A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him must have materially affected his settlement with the debtor.”
16. **Limitation of Liability**
    1. **Disclaimer of Certain Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU UNDERSTAND AND AGREE THAT IN NO EVENT SHALL BID OPS BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES (INCLUDING COSTS OF PROCUREMENT OF SUBSTITUTE COMMERCIAL ITEMS), OR FOR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA OR PROFITS, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, WHETHER OR NOT BID OPS HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH THE TERMS, RESULTING FROM: (1) THE USE OR INABILITY TO USE BID OPS PROPERTIES; (2) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH COMPANY PROPERTIES; (3) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (4) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON BID OPS PROPERTIES; OR (5) ANY OTHER MATTER RELATED TO BID OPS PROPERTIES, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY.
    2. **Cap on Liability.** UNDER NO CIRCUMSTANCES WILL BID OPS PARTIES BE LIABLE TO YOU FOR MORE THAN THE GREATER OF (a) TOTAL AMOUNT PAID TO Company by you during the one-month period prior to the act, omission or occurrence giving rise to such liability; AND (b) ONE HUNDRED DOLLARS ($100). THE FOREGOING CAP ON LIABILITY SHALL NOT APPLY TO LIABILITY OF A COMPANY PARTY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY A COMPANY PARTY’S NEGLIGENCE; OR FOR (B) ANY INJURY CAUSED BY A COMPANY PARTY’S FRAUD OR FRAUDULENT MISREPRESENTATION.
    3. **User Content.** EXCEPT FOR BID OPS’ OBLIGATIONS TO PROTECT YOUR PERSONAL DATA AS SET FORTH IN THE COMPANY’S PRIVACY POLICY, BID OPS ASSUMES NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, MIS-DELIVERY OR FAILURE TO STORE ANY CONTENT (INCLUDING, BUT NOT LIMITED TO, YOUR CONTENT AND USER CONTENT), USER COMMUNICATIONS OR PERSONALIZATION SETTINGS.
    4. **Basis of the Bargain.** THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN COMPANY AND YOU. THE FOREGOING LIMITATIONS OF LIABILITY APPLY TO THE FULLEST EXTENT ALLOWED BY LAW.
17. **Termination.** 
    1. **Termination of Services.** This Agreement will remain in full force and effect until your Account is terminated as provided herein. You may delete your Account at any time, for any reason by emailing hello@bid-ops.com. Bid Ops may terminate your Account if (a) you are in breach of the Agreement; (b) if Bid Ops decides in its sole discretion to stop providing the applicable Services; or (c) for any or no reason, without giving you notice. You understand that any termination of this Agreement and your Account may involve deletion of your Account information from our live databases and all the information stored for such Account. Bid Ops will not have any liability whatsoever to you for any termination of your Account or related deletion of your information.
    2. **Effect of Termination.** Termination of any Service includes removal of access to such Service and barring of further use of the Service. Upon termination of any Service, your right to use such Service will automatically terminate immediately. You understand that any termination of Services may involve deletion of Your Content associated therewith from our live databases. All provisions of the Terms which by their nature should survive, shall survive termination of Services, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.
18. **International Users.** Bid Ops Properties can be accessed from countries around the world and may contain references to Services and Content that are not available in your country. These references do not imply that Bid Ops intends to announce such Services or Content in your country. Bid Ops Properties are controlled and offered by Bid Ops from its facilities in the United States of America. Bid Ops makes no representations that Bid Ops Properties are appropriate or available for use in other locations. Those who access or use Bid Ops Properties from other countries do so at their own volition and are responsible for compliance with local law.
19. **Dispute Resolution*.******Please read the following arbitration agreement in this Section (“*Arbitration Agreement*”) carefully.  It requires you to arbitrate disputes with Bid Ops and limits the manner in which you can seek relief from us.*** 
    1. **Applicability of Arbitration Agreement*.*** You agree that any dispute or claim relating in any way to your access or use of the Website, to any products sold or distributed through the Website, or to any aspect of your relationship with Bid Ops, will be resolved by binding arbitration, rather than in court, except that (1) you may assert claims in small claims court if your claims qualify, so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis; and (2) you or Bid Ops may seek equitable relief in court for infringement or other misuse of intellectual property rights (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). **This Arbitration Agreement shall apply, without limitation, to all claims that arose or were asserted before the Effective Date of this Agreement or any prior version of this Agreement.**

**IF YOU AGREE TO ARBITRATION WITH BID OPS, YOU ARE AGREEING IN ADVANCE THAT YOU WILL NOT PARTICIPATE IN OR SEEK TO RECOVER MONETARY OR OTHER RELIEF IN ANY LAWSUIT FILED AGAINST COMPANY ALLEGING CLASS, COLLECTIVE, AND/OR REPRESENTATIVE CLAIMS ON YOUR BEHALF. INSTEAD, BY AGREEING TO ARBITRATION, YOU MAY BRING YOUR CLAIMS AGAINST THE COMPANY IN AN INDIVIDUAL ARBITRATION PROCEEDING. IF SUCCESSFUL ON SUCH CLAIMS, YOU COULD BE AWARDED MONEY OR OTHER RELIEF BY AN ARBITRATOR. YOU ACKNOWLEDGE THAT YOU HAVE BEEN ADVISED THAT YOU MAY CONSULT WITH AN ATTORNEY IN DECIDING WHETHER TO ACCEPT THIS AGREEMENT, INCLUDING THIS ARBITRATION AGREEMENT.**

* 1. **Arbitration Rules and Forum*.*** The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Bid Ops, Inc., 3240 26th St San Francisco, CA 94110, Attention: [\_\_\_\_\_\_\_\_]. The arbitration will be conducted by JAMS, an established alternative dispute resolution provider.   Disputes involving claims and counterclaims under $250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’s most current version of the Streamlined Arbitration Rules and procedures available at http://www.jamsadr.com/rules-streamlined-arbitration/; all other claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures, available at http://www.jamsadr.com/rules-comprehensive-arbitration/. JAMS’s rules are also available at www.jamsadr.com or by calling JAMS at 800-352-5267. If JAMS is not available to arbitrate, the parties will select an alternative arbitral forum. If the arbitrator finds that you cannot afford to pay JAMS’s filing, administrative, hearing and/or other fees and cannot obtain a waiver from JAMS, Company will pay them for you. In addition, Bid Ops will reimburse all such JAMS’s filing, administrative, hearing and/or other fees for claims totaling less than $10,000 unless the arbitrator determines the claims are frivolous. Likewise, Bid Ops will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous.

You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the country where you live or at another mutually agreed location. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

* 1. **Authority of Arbitrator.**  The arbitrator, and not any federal, state or local court or agency shall have exclusive authority to resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. The arbitration will decide the rights and liabilities, if any, of you and Bid Ops. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties.  The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under applicable law, the arbitral forum’s rules, and the Agreement (including the Arbitration Agreement). The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded.  The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have.  The award of the arbitrator is final and binding upon you and us.
  2. **Waiver of Jury Trial.**  YOU AND BID OPS HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and Bid Ops are instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 19.1 above.  An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.
  3. **Waiver of Class or Consolidated Actions.**  ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. In the event that this subparagraph is deemed invalid or unenforceable neither you nor we are entitled to arbitration and instead claims and disputes shall be resolved in a court as set forth in Section 19.6.
  4. **30-Day Right to Opt Out.** You have the right to opt out of the provisions of this Arbitration Agreement by sending written notice of your decision to opt out to the following address: Bid Ops, Inc., 3240 26th St San Francisco, CA 94110, Attn: [\_\_\_\_\_], within 30 days after first becoming subject to this Arbitration Agreement. Your notice must include your name and address, your Bid Ops username (if any), the email address you used to set up your Bid Ops account (if you have one), and an unequivocal statement that you want to opt out of this Arbitration Agreement. If you opt out of this Arbitration Agreement, all other parts of this Agreement will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.
  5. **Severability*.***If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.
  6. **Survival of Agreement*.***This Arbitration Agreement will survive the termination of your relationship with Bid Ops.
  7. **Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if Bid Ops makes any future material change to this Arbitration Agreement, it will not apply to any individual claim(s) that you had already provided notice to Bid Ops.

1. **General Provisions.**
   1. **Electronic Communications.** The communications between you and Bid Ops use electronic means, whether you visit Bid Ops Properties or send Bid Ops e-mails, or whether Bid Ops posts notices on Bid Ops Properties or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Bid Ops in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Bid Ops provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect your statutory rights.
   2. **Assignment.** The Terms, and your rights and obligations hereunder, may not be assigned, subcontracted, delegated or otherwise transferred by you without Bid Ops’ prior written consent, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void.
   3. **Force Majeure.** Bid Ops shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.
   4. **Questions, Complaints, Claims.** If you have any questions, complaints or claims with respect to Company Properties, please contact us at: [hello@bid-ops.com](mailto:hello@bid-ops.com). We will do our best to address your concerns. If you feel that your concerns have been addressed incompletely, we invite you to let us know for further investigation.
   5. **Exclusive Venue.** To the extent the parties are permitted under this Agreement to initiate litigation in a court, both you and Bid Ops agree that all claims and disputes arising out of or relating to the Agreement will be litigated exclusively in the state or federal courts located in California.
   6. **Governing Law.** The Terms and any action related thereto will be governed and interpreted by and under the laws of the State of DELAWARE, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this agreement.
   7. **Choice of Language.** It is the express wish of the parties that the Terms and all related documents have been drawn up in English.
   8. **Notice.** Where Bid Ops requires that you provide an e-mail address, you are responsible for providing Bid Ops with your most current e-mail address. In the event that the last e-mail address you provided to Bid Ops is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Bid Ops’ dispatch of the e-mail containing such notice will nonetheless constitute effective notice. You may give notice to Bid Ops at the following address: Bid Ops, 1507 7th Street, 332, Santa Monica, CA 90401. Such notice shall be deemed given when received by Bid Ops by letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail at the above address.
   9. **Waiver.** Any waiver or failure to enforce any provision of the Terms on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
   10. **Severability.** If any portion of this Agreement is held invalid or unenforceable, that portion shall be construed in a manner to reflect, as nearly as possible, the original intention of the parties, and the remaining portions shall remain in full force and effect.
   11. **Export Control.** You may not use, export, import, or transfer Bid Ops Properties except as authorized by U.S. law, the laws of the jurisdiction in which you obtained Bid Ops Properties, and any other applicable laws. In particular, but without limitation, Bid Ops Properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Person’s List or Entity List. By using Bid Ops Properties, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use Bid Ops Properties for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Bid Ops are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer Bid Ops products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.
   12. **Consumer Complaints.** In accordance with California Civil Code §1789.3, you may report complaints to the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by contacting them in writing at 400 R Street, Sacramento, CA 95814, or by telephone at (800) 952-5210.
   13. **Entire Agreement.** The Terms are the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.