

# GOVFLEX Terms of Service

Welcome, and thanks for using GOVFLEX.com the first Gig-Free digital matching app for government contractors and their independent consultants! When you use our products and services, you're agreeing to our terms, so please take a few minutes to read over the Terms of Service below.

**Last Updated: March 12 2018**

Note: You are entering into a legally binding agreement.

## ACCEPTANCE OF TERMS:

Government Proposal Solutions, Inc. provides access to this website as a convenience to the general audience and interested parties, but the website is subject to the following terms of use:

By accessing, viewing, using or downloading materials from [www.GOVFLEX.com](http://www.GOVFLEX.com), you agree to be bound by these terms and conditions, if you do not agree with these terms of use you should not use [www.GOVFLEX.com](http://www.GOVFLEX.com).

## Consultants and Subject Matter Experts:

I acknowledge that I am not an employee of either GOVFLEX.com or its GPSI Clients under [IRS definitions](#) I acknowledge that I have read the IRS requirements and have sought advice or clarification from either my Certified Public Accountant or my attorney.

## All Users:

Users of GOVFLEX.com are prohibited from using this website for posting or transmitting any unlawful, threatening, libelous, defamatory, obscene, pornographic, confidential, proprietary, inappropriate, classified, or other material that would violate any law, including without limitation, copyright, trademark, trade secret, or any rights of third parties. GOVFLEX reserves the right to unilaterally determine whether information falls within the categories outlined above, to remove the material from our site, and take additional appropriate action as necessary. Users of GOVFLEX.com are prohibited from:

1. Acting dishonestly or unprofessionally by engaging in unprofessional behavior by posting inappropriate, inaccurate, or objectionable content to GOVFLEX.com;
2. Publishing inaccurate information in the designated fields on the profile form (e.g., do not include a link or an email address in the name field).
3. Publishing sensitive personal information such as your email address, phone number, street address, or other information that is confidential in nature'
4. Harassing, abusing or harming another person, including sending unwelcomed communications to others using GOVFLEX.com;
5. Uploading a profile image that is not your likeness;
6. Using or attempting to use another's account or create a false identity on GOVFLEX.com;
7. Uploading, posting, emailing, transmitting or otherwise making available or initiate any content that:

1. a) Falsely states or misrepresents your current or previous positions and qualifications, or misrepresents your affiliations with a person or entity, past or present;
2. b) Adding to a content field content that is not intended for such field (e.g. submitting a telephone number in the "title" or any other field, or including telephone numbers, email addresses, street addresses or any personally identifiable information for which there is not a field provided by GOVFLEX.com);
3. c) Including information that you do not have the right to disclose or make available under any law or under contractual or fiduciary relationships (such as insider information, or proprietary and confidential information learned or disclosed as part of employment or consulting relationships or under nondisclosure agreements);
4. d) Includes any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation. This prohibition includes sending messages to distribution lists, newsgroup aliases, or group aliases;
5. e) Sending files that contains software viruses, worms, or any other computer code, files or programs that interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment of Government Proposal Solutions, Inc. or any user of GOVFLEX.com;
6. f) Forges headers or otherwise manipulate identifiers in order to disguise the origin of any communication transmitted through GOVFLEX.com Services;
7. g) Creating profiles or provide content that promotes escort services or prostitution;
8. Participating, directly or indirectly, in the setting up or development of a network that seeks to implement practices that are similar to a Marketplace for Government Contractors, Grantees, and Proposal Professionals or the recruitment of proposal and grant consultants and Consultants and Subject Matter Experts for the purposes of creating a pyramid scheme or other similar practices;
9. Duplicating, licensing, sublicensing, publishing, broadcasting, transmitting, distributing, performing, displaying, selling, rebranding, or otherwise transferring information found on GOVFLEX.com (excluding content posted by you) except as permitted in this Agreement;
10. Reverse engineering, decompiling, disassembling, deciphering or otherwise attempting to derive the source code for any underlying intellectual property used to provide GOVFLEX.com Services, or any part thereof;
11. Using or copying information, content or any data you view on or obtain from GOVFLEX.com to provide any service that is competitive, in Government Proposal Solutions sole discretion, with GOVFLEX.com;
12. Implying or stating, directly or indirectly, that you are affiliated with or endorsed by Government Proposal Solutions, Inc. unless you have entered into a written agreement with Government Proposal Solutions, Inc. (this includes, but is not limited to, representing yourself as an a Verified Expert if you have not been verified by Government Proposal Solutions, Inc. as such);
13. Adapting, modifying or creating derivative works based on GOVFLEX.com or technology underlying the Services, or other Member Profiles content, in whole or part;
14. Renting, leasing, loaning, trading, selling/re-selling access to GOVFLEX.com or any information therein, or the equivalent, in whole or part;
15. Selling, sponsoring, or otherwise monetizing a GOVFLEX.com or any other service or functionality of GOVFLEX.com, without the express written permission of Government Proposal Solutions, Inc.;
16. Deep-linking to our sites for any purpose, (i.e. creating or posting a link to a GOVFLEX.com web page other than GOVFLEX.com home page) unless expressly authorized in writing by GOVFLEX.com or for the purpose of promoting your profile or a High Performance Team on GOVFLEX.com;

17. Removing any copyright, trademark or other proprietary rights notices contained in or on GOVFLEX.com, including those of both Government Proposal Solutions, Inc. and any of its licensors;
18. Removing, cover or otherwise obscure any form of advertisement included on GOVFLEX.com;
19. Collecting, use, copy, or transfer any information, including, but not limited to, personally identifiable information obtained from GOVFLEX.com except as expressly permitted in this Agreement or as the owner of such information may expressly permit;
20. Sharing information of non- Members without their express consent;
21. Infringing or use Government Proposal Solutions, Inc.'s brand, logos or trademarks, including, without limitation, using the words "GOVFLEX," "GOVFLEX PWIN®," "GOVFLEX Talent Scout," "GOVFLEX High Performance Team" in any business name, email, or URL or including Government Proposal Solutions' trademarks;
22. Using manual or automated software, devices, scripts robots, other means or processes to access, "scrape," "crawl" or "spider" any web pages or other services contained in the GOVFLEX.com site;
23. Using bots or other automated methods to access GOVFLEX.com, add or download contacts, send or redirect messages, or perform other similar activities through GOVFLEX.com, unless explicitly permitted by Government Proposal Solutions, Inc.;
24. Accessing, via automated or manual means or processes, GOVFLEX.com for purposes of monitoring GOVFLEX.com availability, performance or functionality for any competitive purpose;
25. Engaging in "framing," "mirroring," or otherwise simulating the appearance or function of the GOVFLEX.com website;
26. Attempting to or actually access GOVFLEX.com by any means other than through the interfaces provided by GOVFLEX.com;
27. Attempting to or actually override any security component included in or underlying GOVFLEX.com;
28. Engaging in any action that directly or indirectly interferes with the proper working of or places an unreasonable load on GOVFLEX.com's infrastructure, including, but not limited to, sending unsolicited communications to other Members or Government Proposal Solutions, Inc.'s personnel, attempting to gain unauthorized access to GOVFLEX.com, or transmitting or activating computer viruses through or on GOVFLEX.com; and/or
29. Interfering or disrupting or gaming GOVFLEX.com widgets, rule base, or other tools including, but not limited to, any servers or networks connected to GOVFLEX.com.

## **DIGITAL SIGNATURE**

By registering for an GOVFLEX.com account on the Site (an "Account"), or by clicking to accept the Terms of Service when prompted on the Site, you are deemed to have executed this Agreement electronically, effective on the date you register your Account, pursuant to the U.S. Electronic Signatures in Global and National Commerce Act (the E-Sign Act) (15 U.S.C. § 7001, et seq.). Your Account registration constitutes an acknowledgement that you are able to electronically receive, download, and print this Agreement, and any amendments.

## **CONSENT TO USE ELECTRONIC RECORDS**

In connection with this Agreement, you may be entitled to receive certain records, such as contracts, notices, and communications, in writing. To facilitate your use of the Site, you give us permission to provide these records to you electronically instead of in paper form.

## **YOUR CONSENT AND YOUR RIGHT TO WITHDRAW CONSENT**

By registering for an Account, you consent to electronically receive and access, via email or the Site, all records and notices for the services provided to you under this Agreement that we would otherwise be required to provide to you in paper form. However, we reserve the right, in our sole discretion, to communicate with you via the U.S. Postal Service and other third-party mail services using the address under which your account is registered. Your consent to receive records and notices electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further records and notices electronically at any time by contacting Customer Support (Support@GOVFLEX.com). If you withdraw your consent to receive such records and notices electronically, we will revoke your access to the Site and the Site Services, and you will no longer be permitted to use the Site or the Site Services. Any withdrawal of your consent to receive records and notices electronically will be effective only after we have a reasonable period of time to process your request for withdrawal. Please note that your withdrawal of consent to receive records and notices electronically will not apply to records and notices electronically provided by us to you before the withdrawal of your consent becomes effective.

## **KEEPING YOUR EMAIL ADDRESS CURRENT WITH US**

In order to ensure that we are able to provide records and notices to you electronically, you agree to notify us immediately of any change in your email address by updating your Account information on the Site or by contacting Customer Support at [Support@GOVFLEX.com](mailto:Support@GOVFLEX.com).

## **MARKETPLACE FEEDBACK**

The [Consumer Review Freedom Act](#) (CRFA) reaffirms the rights of both contractors and consultants/subject matter experts to post truthful positive or negative reviews about their experiences with a product or service. Because existing libel and slander laws cover false or misleading statements (namely you will not be protected if you lie), Congress limited its focus on protecting your right to talk openly online about your bad experiences without fear of reprisals.

For the benefit of other Users of the marketplace, GPSI encourages you to leave objective balanced feedback about Users with whom you have transacted. You acknowledge and agree that feedback results for you will consist of comments, ratings, and other feedback left by other Users, and that GPSI will make available to other marketplace Users, including composite feedback based on these individual ratings. GPSI provides its public feedback system as a means through which Users can share their opinions publicly and GPSI does not monitor or censor these opinions.

GPSI does not investigate any remarks posted by Users for accuracy or reliability but may do so if a User requests that GPSI do so. You may be held legally responsible for damages suffered by other Users or third parties as a result of your remarks if such remarks are libelous. GPSI is not legally responsible for any feedback or comments posted or made available on the Site by any Users or third parties, even if that information is defamatory or otherwise legally actionable. In order to protect the integrity of the feedback system and protect Users from abuse, GPSI reserves the right (but is under no obligation) to remove posted feedback or information that in GPSI's sole judgment violates the Terms of Service or negatively affects our operations.

## **STRIPE SERVICES AGREEMENT**

Payment processing services for consultants and consultant companies on GOVFLEX.COM are provided by Stripe and are subject to the Stripe Connected Account Agreement, which includes the Stripe Terms of Service (collectively, the “Stripe Services Agreement”). By agreeing to the [Stripe Connected Account Agreement](#) and [Stripe Terms of Service](#) or continuing to operate as a consultant and consultant company on GOVFLEX.COM, you agree to be bound by the Stripe Services Agreement, as the same may be modified by Stripe from time to time. As a condition of GOVFLEX.COM enabling payment processing services through Stripe, you agree to provide GOVFLEX.COM accurate and complete information about you and your business, and you authorize GOVFLEX.COM to share it and transaction information related to your use of the payment processing services provided by Stripe.

## **ESCROW ACCOUNTS**

STRIPE provides escrow services to GPSI Clients and Consultants and Subject Matter Experts to deliver, hold, or receive payment for a Project, and to make payments to GPSI (“Escrow Services”). The Escrow Services are intended for business use, so you agree to use the Escrow Services for business purposes and not for consumer, personal, family, or household purposes.

You hereby authorize and instruct STRIPE to act as escrow agent in connection with the Escrow Accounts and the payment, holding, and receipt of funds for each Project and other specified purposes (the “Escrow”) in accordance with this Agreement and the applicable Escrow Instructions.

## **CONTRACTUAL RELATIONSHIP BETWEEN CLIENT AND CONSULTANTS, AND SUBJECT MATTER EXPERTS**

### **MASTER SERVICE CONTRACTS**

You acknowledge and agree that a Master Service Agreement is comprised of the following agreements (as applicable): (a) The Fixed-Price Escrow; (b) the Hourly, Bonus and Expense Payment with Escrow; (c) Non Disclosure Agreement; (d) Organizational Conflict of Interest (OCI) Statement; (e) the Project terms awarded and accepted on the Site to the extent that the terms if applicable; and (f) any other contractual provisions accepted by both the Client and the Consultant/Subject Matter Expert.

## **5.2 PAYMENT AGREEMENTS AND ESCROW INSTRUCTIONS**

**Fixed-Price Projects.** If a Client and a Consultant/Subject Matter Expert choose fixed-price compensation, then the Client and Consultant/Subject Matter Expert agree that they will be bound by, and STRIPE will follow, the Fixed-Price Escrow Instructions.

**Hourly Projects, Bonus Payments, or Expense Payments.** If a Client and a Consultant/Subject Matter Expert choose hourly compensation, and/or if the Client makes bonus or expense payments to the Consultant/Subject Matter Expert, then the Client and Consultant/Subject Matter Expert agree that they will be bound by, and STRIPE will follow, the Hourly, Bonus and Expense Payment Agreement with Escrow Instructions.

## **PAYMENT TERMS**

### **SERVICE FEE**

When a Client pays a Consultant/Subject Matter Expert, or when funds related to a Project are otherwise released to a Consultant/Subject Matter Expert as required by the applicable Escrow Terms, STRIPE will credit the Consultant/Subject Matter Expert Escrow Account and then deduct and disburse to GPSI a 10% service fee that GPSI earns for creating, hosting, maintaining, and providing the Site and Site Services (the “**Service Fee**”). If Consultant/Subject Matter Expert elects disbursement in foreign currency, STRIPE will add an additional conversion fee of 1.5% to the spot rate quoted by its foreign exchange vendor and credit that amount to GPSI.

### **MEMBERSHIP FEES**

Consultants and Subject Matter Experts register for free. Clients pay a monthly fee described at <https://GOVFLEX.com/pricing/>, as may be revised from time to time upon such notice as may be appropriate, and subject to the Terms of Service.

### **NO FEE FOR INTRODUCING OR FOR FINDING PROJECTS**

GPSI does not introduce GPSI Clients to Consultants/Subject Matter Experts and does not help Consultants/Subject Matter Experts secure Projects. GPSI merely makes the Site Services available to enable Consultants and Subject Matter Experts to do so themselves. Therefore, GPSI does not charge a fee when a Consultant/Subject Matter Expert finds a suitable Client or finds a Project. However, Client and a Consultant/Subject Matter Expert are obligated to use the Site to pay and receive payment for their work together if they identified each other through the Site, as detailed in Section 7 (Non-Circumvention), below.

### **DISBURSEMENTS TO CONSULTANTS AND SUBJECT MATTER EXPERTS**

Under the relevant Escrow Instructions, STRIPE automatically disburses funds that are payable to Consultant/Subject Matter Expert for the Project (less any applicable GPSI fees) to Consultants and Subject Matter Experts (according to the payment instructions provided to GPSI) within 7 days after the Client clicks “Accept and Make Payment.” Consultant/Subject Matter Expert agrees that it will not receive interest or other earnings on the funds held by STRIPE prior to disbursement to Consultant/Subject Matter Expert. For the avoidance of doubt, Consultant/Subject Matter Expert further agrees STRIPE, GPSI, or our Affiliates may charge or deduct fees, may receive a reduction in fees or expenses charged, and may receive other compensation from financial services firms and other third parties in connection with the services they provide.

Notwithstanding any other provision of this Agreement or the Escrow Instructions, and except as prohibited by applicable law, if we determine in our sole discretion that you have violated the conditions and restrictions of the Site or this Agreement, STRIPE may hold the disbursement of the Consultant/Subject Matter Expert Fees. Additionally, STRIPE may also hold the disbursement of the Consultant/Subject Matter Expert Fees if: (a) we require additional information, such as Consultant/Subject Matter Expert’s tax information, government-issued identification, address, or date of birth; (b) we have reason to believe the Consultant/Subject Matter Expert Fees may be subject to dispute or chargeback; (c) we suspect fraud; (d) we believe there are reasonable grounds for insecurity with respect to the performance of obligations under a Service Contract, this

Agreement, or other Terms of Service; (e) we deem necessary in connection with any investigation; or (f) required by applicable law.

In cases of fraud, abuse, or violation of this Agreement, GPSI reserves the right to revoke any payments and instruct STRIPE to (and STRIPE will have the right to) hold and/or reclaim from STRIPE all Consultant/Subject Matter Expert Fees due to Consultant/Subject Matter Expert (not just the Consultant/Subject Matter Expert Fees from the Service Contract(s) under investigation) unless prohibited by applicable law. In addition, we reserve the right to seek reimbursement from you, and you will reimburse us, if we suspect fraud or criminal activity associated with your payment, withdrawal, or Project; if we discover erroneous or duplicate transactions; or if we have supplied our services in accordance with this Agreement yet we receive any chargeback from the Payment Method used by you, or used by your Client if you are a Consultant/Subject Matter Expert. You agree that we have the right to obtain such reimbursement by instructing STRIPE to (and STRIPE will have the right to) charge an applicable Escrow Account, and any other accounts you hold with us, offsetting any amounts determined to be owing, deducting amounts from future payments or withdrawals, charging your Payment Method, or obtaining reimbursement from you by any other lawful means. Failure to pay for reimbursements of chargebacks is cause for termination of the applicable Escrow Account.

## **NON-PAYMENT**

If Client acting in bad faith fails to pay the Consultant/Subject Matter Expert Fees or any other amounts due under this Agreement, whether by cancelling Client's credit or debit card, initiating an improper chargeback, or any other means, GPSI may suspend or close Client's Account and revoke Client's access to the Site, including Client's authority to use the Site to process any additional payments or obtain any additional Consultant/Subject Matter Expert Services. Without limiting other available remedies, Client must pay GPSI upon demand for amounts owed under this Agreement, plus interest on the outstanding amount at the lesser of one and one-half percent (1.5%) per month or the maximum interest allowed by applicable law, plus attorneys' fees and other costs of collection to the extent permitted by applicable law. To the extent permitted by applicable law, GPSI or STRIPE, at our discretion, may set off amounts due against other amounts received from or held by GPSI or STRIPE for Client, make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with credit reporting agencies and law enforcement authorities in any resulting investigation or prosecution.

## **NO RETURN OF FUNDS**

Client acknowledges and agrees that STRIPE will charge Client's designated Payment Method for the Consultant/Subject Matter Expert Fees. Therefore, and in consideration of the Site Services provided by GPSI and the Escrow Services provided by STRIPE, Client agrees that once STRIPE charges Client's designated Payment Method for the Consultant/Subject Matter Expert Fees as provided in this Agreement, the charge is non-refundable, except as otherwise required by applicable law. Client also acknowledges and agrees that this Agreement provides a dispute resolution process as a way for Client resolve disputes. To the extent permitted by applicable law, Client therefore agrees not to ask its credit card company, bank, or other Payment Method provider to charge back any Consultant/Subject Matter Expert Fees or other Fees charged pursuant to this Agreement for any reason. A chargeback in breach of the foregoing obligation is a material breach of this Agreement. If Client initiates a chargeback in violation of this Agreement, Client agrees that GPSI or STRIPE may dispute or appeal the chargeback and institute collection action against Client.

## **FORMAL INVOICES AND TAXES**

GPSI will have no responsibility for determining the necessity of or for issuing any formal invoices, or for determining, remitting, or withholding any taxes applicable to the Consultant/Subject Matter Expert Fees. Consultant/Subject Matter Expert will be solely responsible for determining whether it is required by applicable law to issue any formal invoices for the Consultant/Subject Matter Expert Fees and for issuing any invoices so required. Consultant/Subject Matter Expert will also be solely responsible for determining whether: (a) Consultant/Subject Matter Expert or GPSI is required by applicable law to remit to the appropriate authorities any value added tax or any other taxes or similar charges applicable to the Consultant/Subject Matter Expert Fees and remitting any such taxes or charges to the appropriate authorities on behalf of itself or GPSI, as appropriate; and (b) GPSI is required by applicable law to withhold any amount of the Consultant/Subject Matter Expert Fees and for notifying GPSI of any such requirement and indemnifying GPSI (either by GPSI, at our sole discretion, offsetting the relevant amount against a future payment of Consultant/Subject Matter Expert Fees to Consultant/Subject Matter Expert or Consultant/Subject Matter Expert reimbursing GPSI for the applicable amount) for any requirement to pay any withholding amount to the appropriate authorities (including penalties and interest). In the event of an audit of GPSI, Consultant/Subject Matter Expert agrees to promptly cooperate with GPSI and provide copies of Consultant/Subject Matter Expert's tax returns and other documents as may be reasonably requested for purposes of such audit, including but not limited to records showing Consultant/Subject Matter Expert is engaging in an independent business as represented to GPSI.

## **PAYMENT METHODS AND AUTOMATED CLEARINGHOUSE (ACH) DISPUTES**

In order to use certain Site Services, Client must provide account information for at least one valid Payment Method. Client hereby authorizes GPSI, and STRIPE to charge credit cards provided by Client, or run Automated Clearinghouse (ACH) transactions; and to store credit card and banking or other financial details as Client's method of payment for Services (or any other Payment Method). Please [click here](#) for additional terms and conditions that apply to STRIPE credit card transactions.

Disputes on ACH payments are fundamentally different than those on the credit card payments. If the Client disputes a charge and the Client's bank accepts the request to return the funds, STRIPE immediately removes the funds for the charge from your Stripe account. Unlike credit card disputes, Client is not able to contest ACH reversals. The Client will need to directly reach out to GPSI via [support@GOVFLEX.com](mailto:support@GOVFLEX.com) to resolve the situation. For additional ACH terms and conditions that are the responsibility of the client, including complying with all applicable laws such as prohibitions against sending funds to sanctioned countries, entities, or persons please see <https://stripe.com/ach-payments/terms>.

When Client authorizes the payment of the Consultant/Subject Matter Expert Fees for a Fixed-Price Contract on the Site, Client automatically and irrevocably authorizes and instructs STRIPE or GPSI, LLC to charge Client's Payment Method for the Consultant/Subject Matter Expert Fees. When Client approves or is deemed to have approved a Deliverable for an Hourly Time and Materials Contract, Client automatically and irrevocably authorizes and instructs STRIPE or GPSI, LLC to charge Client's Payment Method for the Consultant/Subject Matter Expert Fees including services and expenses.

By providing Payment Method information through the Site, Client represents, warrants, and covenants that: (a) Client is legally authorized to provide such information to us; (b) Client is legally authorized to perform payments using the Payment Method(s); and (c) such action does not violate the terms and conditions applicable to Client's use of such Payment Method(s) or applicable law. When Client authorizes a payment using a Payment Method via the Site, Client represents, warrants,



and covenants that there are sufficient funds or credit available to complete the payment using the designated Payment Method. To the extent that any amounts owed under this Agreement cannot be collected from Client's Payment Method(s), Client is solely responsible for paying such amounts by other means.

By agreeing to these Terms, you agree to be bound by Stripe's Terms and Conditions. Any breach of those terms will be treated as a breach of these Terms. Client may terminate use of any of the payment methods by sending an email to [support@GOVFLEX.com](mailto:support@GOVFLEX.com).

## **NON-CIRCUMVENTION BY CONTRACTORS AND CONSULTANTS INCLUDING SUBJECT MATTER EXPERTS**

You acknowledge and agree that a substantial portion of the compensation GPSI receives for making the Site available to you is collected as a deduction of the Service Fee described Herein ("**Service Fee**"). GPSI only deducts this Service Fee when a Client and a Consultant/Subject Matter Expert pay and receive payment through the Site. Therefore, for 24 months from the time you are identified by any party through the Site (the "**Non-Circumvention Period**"), you must use the Site as your exclusive method to make and receive all payments for work directly or indirectly with that party or arising out of your relationship with that party (the "**GPSI Relationship**"). Here, "identify" includes via the Site's search, filter, Unlock, and Shortlist tools.

Either the contractor or the consultant may opt-out of this obligation only if GPSI is paid:

(a) an "**Opt-Out Fee**" computed to be the greater of the following amounts: \$2,500; or 15% of the cost to the Client of the services to be performed in the GPSI Relationship during the Non-Circumvention Period, as estimated in good faith by the prospective Client; or all Service Fees that would be earned by GPSI from the GPSI Relationship during the Non-Circumvention Period, computed based on the annualized amount you earn from Client during the most recent normalized 8-week period, or during such shorter period as data is available to GPSI; and

(b) interest at the rate of 18% per annum or the maximum rate permitted by applicable law, whichever is less, calculated from the date Client first makes payment to you until the date the Opt-Out Fee is paid.

Non-Circumvention does not apply if the contractor and consultant have an existing contractual relationship before being identified through the Site. However, if the contractual relationship occurred more than 24 months prior to identification, then this Non-Circumvention provision shall apply and be enforced.

Non-Circumvention penalties and charges also do not apply to clients or consultants/SMEs if the contractor hires the consultant/SME as a payroll employee under [IRS definitions](#).

To pay the Opt-Out Fee, you must request instructions by sending an email message to [Support@GOVFLEX.com](mailto:Support@GOVFLEX.com). Except if you pay the Opt-Out Fee, you agree not to circumvent the Payment Methods offered by the Site. By way of illustration and not in limitation of the foregoing, you must not:

- Submit quotes or solicit parties identified through the Site to contact, hire, work with, or pay outside the Site.

- Accept projects or solicit parties identified through the Site to contact, deliver services, invoice, or receive payment outside the Site.
- Invoice or report on the Site or in an Opt-Out Fee request an invoice or payment amount lower than that actually agreed between you and the Client. You agree to notify GPSI immediately if another person improperly contacts you or suggests making or receiving payments outside of the Site. If you are aware of a breach or potential breach of this non-circumvention agreement, please submit a confidential report to GPSI by sending an email message to: [support@GOVFLEX.com](mailto:support@GOVFLEX.com).

Use of Materials Currently Posted on [www.GOVFLEX.com](http://www.GOVFLEX.com).

Unless otherwise specified, you may view and download the materials at this Website only for your personal, informational, and noncommercial purposes, provided that you retain all copyright and other proprietary notices contained in the original materials on any copies of the materials. You may not modify the materials in any way or reproduce or publicly display, perform, post, transmit, distribute or otherwise use them for any public or commercial purpose.

As between you and Government Proposal Solutions, Inc., you own the content and information you provide GOVFLEX.com under this Agreement, and may request its deletion at any time, unless you have shared information or content with others and they have not deleted it, or it was copied or stored by other users.

Additionally, you grant GOVFLEX.com a nonexclusive, irrevocable, worldwide, perpetual, unlimited, assignable, sublicenseable, fully paid up and royalty-free right to us to copy, prepare derivative works of, improve, distribute, publish, remove, retain, add, process, analyze, use and commercialize, in any way now known or in the future discovered, any information you provide, directly or indirectly to GOVFLEX.com, including, but not limited to, any user generated content, ideas, concepts, techniques and/or data to the services, you submit to GOVFLEX.com, without any further consent, notice and/or compensation to you or to any third parties.

The profile you create on GOVFLEX.com will become part of GOVFLEX.com and except for the content and information that you license to us is owned by Government Proposal Solutions, Inc. However, between you and others, your account belongs to you. You agree to: (1) keep your password secure and confidential; (2) not permit others to use your account; (3) not use other's accounts; (4) not sell, trade, or transfer your GOVFLEX.com account to another party; and (5) not charge anyone for access to any portion of GOVFLEX.com, or any information therein.

Further, you are responsible for anything that happens through your account until you close down your account or prove that your account security was compromised due to no fault of your own.

Your use of GOVFLEX.com services, including our software, is subject to export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce and sanctions programs maintained by the Treasury Department's Office of Foreign Assets Control. You shall not — directly or indirectly — sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end-user without obtaining the required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving US origin products, including services or software.

You are solely responsible for your interactions with other Members. Government Proposal Solutions, Inc. may limit the number of connections you may have to other Members and may, in

certain circumstances, prohibit you from contacting other Users through use of the Services or otherwise limit your use of the Services. Government Proposal Solutions, Inc. reserves the right, but has no obligation, to monitor disputes between you and other members and to restrict, suspend, or close your account if Government Proposal Solutions determines, in our sole discretion, that doing so is necessary to enforce this Agreement.

The Services include the copyrights and Intellectual property rights of Government Proposal Solutions, Inc. and except for the limited license granted to you, Government Proposal Solutions reserves all of its intellectual property rights in the Services.

### **Third Party Descriptions**

This website contains information concerning various consultants and third parties who offer services as independent contractors. GOVFLEX through its matching systems facilitate these relationships, payment of consultants, and industry leading secure exchange of proposal information.

In return for facilitating these services, consultant shall at their own expense, indemnify, defend and hold Government Proposal Solutions, Inc. harmless from and against any and all legal actions, claims, costs, court costs, fees (including reasonable attorneys' fees), damages, liabilities and expenses to the extent such claim arises out (a) the Agreement, (b) Consultant's actions, negligence, or willful misconduct; or (c) infringement obligation.

Government Proposal Solutions, Inc. is not responsible for and does not warrant any third party product or service or the accuracy of any description regarding such products or services.

Government Proposal Solutions, Inc. provides certain links to other websites. Since Government Proposal Solutions, Inc. does not monitor or control the content of any these websites, Government Proposal Solutions, Inc. assumes no responsibility or liability of any kind for any material or communications available at these websites. Additionally, Government Proposal Solutions, Inc. is not responsible for the content of any website that may contain a link to any page or portion of [www.GOVFLEX.com](http://www.GOVFLEX.com).

### **Notice of Claims of Intellectual Property Infringement**

GPSI respects the intellectual property of others. It is our policy to respond expeditiously to legitimate claims of copyright and other intellectual property infringement. We will promptly process and investigate notices of alleged infringement and will take appropriate actions under the Digital Millennium Copyright Act ("DMCA") and other applicable intellectual property laws. Upon receipt of notices complying or substantially complying with the DMCA, we may act expeditiously to remove or disable access to any material claimed to be infringing or claimed to be the subject of infringing activity and may act expeditiously to remove or disable access to any reference or link to material or activity that is claimed to be infringing. We may terminate access for users of the Site and Service who are infringers.

Notifying GPSI of Copyright Infringement: To provide us with notice of an infringement, you must provide a written communication to the attention of "Site: DMCA Notification Dept." at [DMCA-IP@GOVFLEX.com](mailto:DMCA-IP@GOVFLEX.com) that sets forth the information specified by the [DMCA](#). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is infringing your copyright. We will need the following information from you:

1. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. A description of the copyrighted work or other intellectual property that you claim has been infringed;
3. A detailed description of where the material that you claim is infringing is located or found on the Sites and Services;
4. Your address, telephone number, and email address;
5. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and
6. A statement by you, made under penalty of perjury, that the above information in your Notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Providing GPSI with Counter-Notification: If we remove or disable access to content in response to an infringement notice, we may make reasonable attempts to contact the owner or administrator of the affected content. If your material has been removed and you feel that your material does not constitute infringement, you may provide us with a counter notification by written communication to the attention of "DMCA Counter Notification Dept." at DMCA-IP@GOVFLEX.com that sets forth all of the necessary information required by the DMCA (<http://www.copyright.gov/title17/92chap5.html#512>). Please note that you may be liable for damages (including costs and attorneys' fees) if you materially misrepresent that an activity is not infringing the copyrights of others. If you are uncertain whether an activity constitutes infringement, we recommend seeking advice of an attorney.

### **Changes to these Terms of Service**

Government Proposal Solutions, Inc. may at any time revise these Terms of Service by updating this posting. Website users are bound by any such revisions.

### **Disclaimer of Warranty**

While GOVFLEX makes every effort to verify expert proposal consultant past performance, we make no guarantees or warranties regarding expert consultant performance. Information on [www.GOVFLEX.com](http://www.GOVFLEX.com) may contain factual inaccuracies or typographical errors or be incomplete or out of date. Information may be changed or updated without notice.

GPSI cannot and does not guarantee the accuracy, integrity, quality or appropriateness of any Content transmitted to or through the Sites and Services. You acknowledge that GPSI simply acts as a passive conduit and an interactive computer service provider for the publication and distribution of user-generated. You understand that all posted on, transmitted through or linked through the Service, are the sole responsibility of the person from whom such Content originated. You understand that GPSI does not control, and is not responsible for Content or Service Provider Content made available through the Sites and Services, and that by using the Sites and Services, you may be exposed to Content that is inaccurate, misleading, or offensive. You agree that you must evaluate and make your own judgment, and bear all risks associated with, the use of any Content.

You further acknowledge that GPSI has no obligation to screen, preview, monitor or approve any user-generated content on the sites and services. However, GPSI reserves the right to review, modify and/or delete any Content that, in its sole judgment, violates these Terms of Use. By using the site and services, you agree that it is solely your responsibility to evaluate your risks to bear

associated with the use, accuracy, usefulness, completeness or appropriateness of any content that you submit, receive, access, transmit or otherwise convey through the site and services.

Under no circumstances will GPSI be liable in any way for any content, including, but not limited to, any content that is non compliant with Government solicitation, grant, or tender instructions, contains any errors, omissions, defamatory statements, or confidential or private information (including, but not limited to, health information) or for any loss or damage of any kind incurred as a result of the use of any Content submitted, accessed, transmitted or otherwise conveyed via the sites and services. You waive the right to bring or assert any claim against GPSI relating to content, and release GPSI from any and all liability for or relating to any Content. GPSI has no obligation to review, monitor, or remove any Content or other materials, except as required by law.

You may, however, report content that you believe violates these Terms of Use or is otherwise unlawful by sending an email to [info@GOVFLEX.com](mailto:info@GOVFLEX.com). Please note that you may be liable for damages (including costs and attorneys' fees) for unlawful misrepresentations. If you are uncertain whether an activity is unlawful, we recommend seeking advice of an attorney.

You agree that GPSI may establish general practices, policies and limits, which may or may not be published, concerning the use of the Sites and Services, including without limitation, the time that reviews and ratings will be retained, the maximum number of reviews and ratings that may be sent from an account, the length of reviews and ratings sent, and the maximum number of times and the maximum duration for which you may access the Sites and Services in a given period of time. You agree that GPSI has no responsibility or liability for the deletion or failure to store any Content or other materials maintained or transmitted by or through the Sites and Services. You agree that GPSI has the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

Additionally, we may provide links or otherwise direct you to third party or service provider websites. GPSI does not control or operate any such third party or service provider websites. Any information you provide to these third party or service provider websites while on these third party or service provider websites is subject to the respective policies of those third parties or service providers, and not GPSI's policies.

It is your responsibility to review such third party or service provider policies, including any relevant privacy policies. You agree that GPSI will not be responsible or liable for, and does not endorse any content, advertising, goods or services provided on or through these outside websites or for your use or inability to use such websites. GPSI does not make any representations or warranties as to the security of any information (including, without limitation, credit card and other personal information) you might be requested to give to any third party or service provider sites. You use these third party or Service Provider websites at your own risk.

You agree that GPSI is not responsible for the accessibility or unavailability of any service provider (which includes, but is not limited to, health care and wellness providers) or for your interactions and dealings with them, waive the right to bring or assert any claim against GPSI relating to any interactions or dealings with any Service Provider (which includes, but is not limited to, health care and wellness providers), and release GPSI from any and all liability for or relating to any interactions or dealings with service providers (which includes, but is not limited to, health care and wellness providers).

Without limiting the foregoing, your correspondence or business dealings with, consumption of products or services of, or participation in promotions of, third parties or service providers found on or through the use of the site and services, including payment for and delivery or fulfillment of related goods or services, and any other terms, conditions, warranties, or representations associated with such dealings, are solely between you and such third party. You agree that GPSI shall not be responsible or liable, directly or indirectly, for any loss or damage of any sort incurred as the result of any such dealings or as the result of the presence of such third parties or service providers on the GOVFLEX.com site and services.

If you are using GOVFLEX.com on behalf of a company or other legal entity, you are nevertheless individually bound by this Agreement even if your company has a separate agreement with us. If you do not agree with this Agreement, do NOT click "Sign Up" and do not access, view, download or otherwise use any GOVFLEX.com webpage, content, information or services. By clicking "Sign Up", "Join Now", or similar, or by using any Service, you acknowledge that you have read and understood the terms and conditions of this Agreement and that you agree to be bound by all of its provisions. Please note that the GOVFLEX.com User Agreement and Privacy Policy are also collectively referred to as Government Proposal Solutions, Inc.'s "Terms of Service."

### **Delays and Accessibility**

The Sites and Services may be subject to limitations, delays, failure, and other problems inherent in the use of the Internet and electronic communications. GPSI is not responsible for any delays, failures or other damage resulting from such problems.

LIMITATION OF LIABILITY. SOME COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY IN CONTRACTS WITH CONSUMERS AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

YOU ACCESS AND USE GOVFLEX.COM AND SERVICES AT YOUR OWN RISK. THE SITE AND SERVICES ARE PROVIDED ON AN 'AS IS, AS AVAILABLE' BASIS WITHOUT WARRANTY OF ANY KIND AND ANY AND ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT ARE SPECIFICALLY DISCLAIMED. NEITHER GPSI NOR ITS AFFILIATES, EMPLOYEES, AGENTS OR THIRD PARTY CONTENT PROVIDERS SHALL BE LIABLE FOR ANY LOSS RESULTING FROM USE OR UNAVAILABILITY OF INFORMATION OR CONTENT ON OR IN CONNECTION WITH THE SITES AND SERVICES, INCLUDING BUT NOT LIMITED TO ANY LOST PROPOSAL, GRANT, TENDER, LOST PROFITS, LOSS OR DAMAGE TO DATA, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, COMPENSATORY OR INCIDENTAL DAMAGES, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS DISCLAIMER IS APPLICABLE TO ANY DAMAGE OR INJURY RESULTING FROM NEGLIGENCE OR OMISSION OF GPSI, COMPUTER VIRUS OR OTHER SIMILAR ITEM, TELECOMMUNICATIONS ERRORS, OR UNAUTHORIZED ACCESS TO, OR USE OF USER INFORMATION THROUGH THEFT OR ANY OTHER MEANS. WE ARE NOT LIABLE FOR CRIMINAL, TORTUOUS, OR NEGLIGENT ACTIONS OR OMISSIONS OF THIRD PARTIES THAT AFFECT THE SITES AND SERVICES. IN NO EVENT WILL GPSI OR ANY OF ITS DIRECTORS, OFFICERS, AFFILIATES, AGENTS, EMPLOYEES, ASSIGNS OR THIRD PARTY CONTENT PROVIDERS BE HELD LIABLE FOR ANY TORTUOUS OR ILLEGAL CONDUCT OF OTHER USERS. IN NO EVENT WILL GPSI OR ANY OF ITS AFFILIATES, AGENTS, EMPLOYEES OR ASSIGNS BE HELD LIABLE FOR ANY DAMAGE TO EQUIPMENT, HARDWARE OR OTHER

PROPERTY OF USER OR PERSONAL INJURY THAT ARISES IN CONNECTION WITH USE OF THE SITES AND SERVICES.

ANY MATERIAL ACCESSED, DOWNLOADED, OR OTHERWISE OBTAINED THROUGH THE USE OF THE SITES AND SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GPSI OR THROUGH OR FROM THE SITES AND/OR SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE TERMS, GPSI DOES NOT REPRESENT OR WARRANT THAT (I) THE SITES AND/OR SERVICES WILL MEET YOUR REQUIREMENTS, (II) THE SITES AND/OR SERVICES WILL BE UNINTERRUPTED, TIMELY, COMPLIANT, OR ERROR-FREE, (III) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE AND/OR SERVICES WILL BE ACCURATE OR RELIABLE, (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SITE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICE FOR INDEFINITE PERIODS OF TIME, OR CANCEL THE SERVICE AT ANY TIME, WITHOUT NOTICE TO YOU. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, THE ABOVE EXCLUSION OF IMPLIED WARRANTIES MAY NOT APPLY TO YOU. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, GPSI'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

GPSI SHALL USE REASONABLE EFFORTS TO PROTECT INFORMATION SUBMITTED BY YOU IN CONNECTION WITH THE SERVICES, BUT YOU ACKNOWLEDGE AND AGREE THAT YOUR SUBMISSION OF SUCH INFORMATION IS AT YOUR SOLE RISK, AND GPSI HEREBY DISCLAIMS ANY AND ALL LIABILITY TO YOU FOR ANY LOSS OR LIABILITY RELATING TO SUCH INFORMATION IN ANY WAY.

GPSI has no control over and no duty to take any action regarding: other users' behavior; what effects Content may have on you; how you may interpret or use Content; or what actions you may take as a result of having been exposed to Content. You release GPSI from all liability for you having acquired or not acquired Content through the Sites and Services. GPSI makes no representations concerning any Content, including the accuracy thereof, contained in or accessed through the Sites and Services, and GPSI will not be responsible or liable for the accuracy, copyright compliance, legality or decency of material contained in or accessed through the Sites and Services.

Notwithstanding the above terms, neither Government Proposal Solutions, Inc. nor any of our customers, paying subscribers, members, partners (<https://GOVFLEX.com/partners/>), subsidiaries, affiliated companies, suppliers, employees, shareholders, officers, or directors ("Government Proposal Solutions, Inc. Affiliates") shall be cumulatively liable for (a) any damages in excess of one times the most recent monthly fee that you paid for a Premium Service, if any, or US \$100, whichever amount is greater, or (b) any special, incidental, indirect, punitive or consequential damages or loss of use, profit, revenue or data to you or any third person arising from your use of the Services, any Platform Applications or any of the content or other materials on, accessed through or downloaded from GOVFLEX.com. This limitation of liability is part of the basis of the

bargain between the parties and without it the terms and prices charged would be different. This limitation of liability shall:

1. Apply regardless of whether (i) you base your claim on contract, tort, statute or any other legal theory, (ii) we knew or should have known about the possibility of such damages, or (iii) the limited remedies provided in this section fail of their essential purpose; and
2. Not apply to any damage that GOVFLEX.com may cause you intentionally or knowingly in violation of this Agreement or applicable law, or as otherwise mandated by applicable law that cannot be disclaimed in this Agreement.
3. Not apply if you have entered into a separate agreement to purchase Free, Basic, or Premium Services with a separate Limitation of Liability provision that supersedes this section in relation to those services.
4. You may terminate this Agreement, for any or no reason, at any time, with notice to Government Proposal Solutions. This notice will be effective upon Government Proposal Solutions, Inc. processing your notice. Government Proposal Solutions, Inc. may terminate this Agreement and your account for any reason or no reason, at any time, with or without notice. This cancellation shall be effective immediately or as may be specified in the notice. For avoidance of doubt, only Government Proposal Solutions, Inc. or the party paying for the services may terminate your access to any Premium Services. Termination of your GOVFLEX.com account includes disabling your access to GOVFLEX.com and may also bar you from any future use of GOVFLEX.com.
5. Government Proposal Solutions, Inc. may restrict, suspend or terminate the account of any Member who abuses or misuses the Services. Misuse of the Services includes abusing the GOVFLEX.com messaging services; creating multiple or false profiles; using the Services commercially without Government Proposal Solutions' authorization, infringing any intellectual property rights, violating any of the Prohibited Acts listed in this agreement, or any other behavior that Government Proposal Solutions, in its sole discretion, deems contrary to its purpose. In addition, and without limiting the foregoing, Government Proposal Solutions has adopted a policy of terminating accounts of Members are deemed to have violated a Non Disclosure Agreement.
6. This Agreement or any claim, cause of action or dispute ("claim") arising out of or related to this Agreement shall be governed by the laws of the Commonwealth of Virginia regardless of your country of origin or where you access GOVFLEX.com, and notwithstanding of any conflicts of law principles and the United Nations Convention for the International Sale of Goods. You and Government Proposal Solutions, Inc. agree that all claims arising out of or related to this Agreement must be resolved exclusively by a state or federal court located in Fairfax County, Virginia, except as otherwise agreed by the parties or as described in the Arbitration Option paragraph below. You and Government Proposal Solutions agree to submit to the personal jurisdiction of the courts located within Fairfax County, Virginia for the purpose of litigating all such claims. Notwithstanding the above, you agree that Government Proposal Solutions, Inc. shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.
7. For any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually



agreed by the parties; and (c) any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

8. Consultants agree that GOVFLEX.com paying subscribers are solely responsible for accepting or rejecting deliverables produced by all non paying members including but not limited to consultants, and subject matter experts. Any and all rejection of deliverables is subject to arbitration provisions contained herein. Non-paying members waive their rights to any court or other judicial proceeding. If paying subscribers reject a deliverable, non-paying members are entitled to return of their work products. Paying members may not use, copy, distribute, or incorporate any work product that has been rejected.
9. If any provision of this Agreement is found by a court of competent jurisdiction or arbitrator to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable and effective to the maximum extent possible in order to effect the intention of the provision; if a court or arbitrator finds the modified provision invalid, illegal, void or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement will not be affected in any way.
10. You agree that this Agreement constitutes the entire, complete and exclusive agreement between you and Government Proposal Solutions, Inc. regarding the Services and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this Agreement. You also may be subject to additional terms and conditions that may apply when you use or purchase certain other GOVFLEX.com services, third-party content or third party software.
11. Our failure to act with respect to a breach of this Agreement by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated by the Agreement, no representations, statements, consents, waivers or other acts or omissions by any Government Proposal Solutions, Inc. Affiliate shall be deemed legally binding on any Government Proposal Solutions, Inc. Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of Government Proposal Solutions, Inc.
12. In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Services, exploitation of any advertising or other materials issued in connection therewith, or exploitation of the Services or any content or other material used or displayed through the Services.
13. You may not assign or delegate any rights or obligations under the Agreement. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under the Agreement, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, Government Proposal Solutions, Inc. for any third party that assumes our rights and obligations under this Agreement.
14. In accordance with the [Consumer Review Freedom Act](#) (CRFA) you agree and forever affirm that you may not initiate a lawsuit, request binding arbitration, or seek compensation, damages, or injunctive relief for truthful posts or ratings.

**MANDATORY BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER (DOES NOT APPLY TO USERS LOCATED OUTSIDE THE UNITED STATES AND ITS TERRITORIES)**

This Mandatory Binding Arbitration and Class Action/Jury Trial Waiver provision ("Arbitration Provision") applies to all Users except Users located outside of the United States and its territories.

In the unlikely event the parties are unable to resolve a Claim within 60 days of the receipt of the applicable Notice, you, GPSI, and our Affiliates agree to resolve the Claim by binding arbitration before an [arbitrator from AAA](#).

### **Scope of Arbitration Agreement and Conduct of Arbitration**

Arbitration as provided in this Mandatory Binding Arbitration and Class Action/Jury Trial Waiver provision ("Arbitration Provision") is governed by the United States Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). This Arbitration Provision applies to any Claim the parties may have and survives after your relationship with GPSI ends. This Arbitration Provision is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration. If for any reason AAA will not administer the arbitration, either party may apply to a court of competent jurisdiction with authority over the location where the arbitration will be conducted for appointment of a neutral arbitrator.

Except as otherwise provided herein, arbitration will be conducted in Fairfax County, Virginia in accordance with the AAA Comprehensive Arbitration Rules and Procedures under the Optional Expedited Arbitration Procedures then in effect for AAA. Notwithstanding the foregoing, any Claims by Consultants/Subject Matter Experts that allege employment or worker classification claims will be conducted within 25 miles of where the Consultant/Subject Matter Expert is located in accordance with the AAA Employment Arbitration Rules and Procedures then in effect. The AAA arbitration rules may be found by searching online for "AAA Comprehensive Arbitration Rules and Procedures." The parties agree that any party will have the right to appear at the arbitration by telephone and/or video rather than in person.

You and GPSI will follow the applicable AAA rules with respect to arbitration fees. In any arbitration under the AAA Employment Arbitration Rules and Procedures, the Consultant/Subject Matter Expert will pay AAA arbitration fees only to the extent those fees are no greater than the filing or initial appearance fees applicable to court actions in the jurisdiction where the arbitration will be conducted. The arbitrator must follow applicable law and may award only those remedies that would have applied had the matter been heard in court. Judgment may be entered on the arbitrator's decision in any court having jurisdiction.

This Arbitration Provision does not apply to litigation between the Company and you to which you are a party that is or was already pending in a state or federal court before the expiration of your opt-out period. This Arbitration Provision does apply to claims for workers compensation, state disability insurance or unemployment insurance benefits. Either you or GPSI may apply to a court of competent jurisdiction for provisional injunctive relief in connection with an arbitrable controversy, but only upon the ground that the award to which that party may be entitled may be rendered ineffectual without such relief; the arbitrator will render the final judgment in the matter.

Regardless of any other terms of this Arbitration Provision, a claim may be brought by or to, and remedies awarded by, an administrative agency not to exceed maximum allowable recovery specified herein. Such administrative claims include without limitation claims or charges brought before the U.S. Equal Employment Opportunity Commission, the U.S. Department of Labor, or the National Labor Relations Board. Nothing in this Arbitration Provision will be deemed to preclude or excuse a party from bringing an administrative claim before any agency in order to fulfill the party's obligation to exhaust administrative remedies before making a claim in arbitration, if any.

### **Interpretation and Enforcement of this Arbitration Provision**

This Arbitration Provision is the full and complete agreement relating to the formal resolution of Claims. For the avoidance of doubt, this Arbitration Provision covers, and the arbitrator shall have exclusive jurisdiction to decide, all disputes arising out of or relating to the interpretation, enforcement, or application of this Arbitration Provision, including the enforceability, revocability, scope, or validity of the Arbitration Provision or any portion of the Arbitration Provision. All such matters shall be decided by an arbitrator and not by a court. The parties expressly agree that the arbitrator and not a court will decide any question of whether the parties agreed to arbitrate, including but not limited to any claim that all or part of this Agreement is void or voidable.

In the event any portion of this Arbitration Provision is deemed unenforceable, the remainder of this Arbitration Provision will be enforceable. If any portion of the Class Action Waiver in subsection C, below, of this Arbitration Provision is deemed to be unenforceable, you and GPSI agree that this Arbitration Provision will be enforced to the fullest extent permitted by law.

### **Class Action Waiver and Jury Trial Waiver**

Class action lawsuits, class-wide arbitrations, private attorney-general actions, and any other proceeding where someone acts in a representative capacity aren't allowed. Nor is combining individual proceedings without the consent of all parties.

Both you and GPSI agree to bring any dispute in arbitration on an individual basis only, and not on a class, collective, or representative basis on behalf of others. There will be no right or authority for any dispute to be brought, heard or arbitrated as a class, collective, representative or private attorney general action, or as a member in any such class, collective, representative or private attorney general proceeding ("Class Action Waiver"). The Class Action Waiver does not prevent you from bringing a Claim in arbitration as a private attorney general solely on your own behalf and not on behalf of others.

Notwithstanding any other portion of this Arbitration Provision or the AAA Rules, the arbitrator will have authority to hear any Claim on a class, collective, or representative basis if, only if, and only to the extent that, the arbitrator determines that the waiver of such class, collective, or representative Claim is unenforceable. You and GPSI agree that you will not be retaliated against, disciplined or threatened with discipline as a result of exercising any rights under Section 7 of the National Labor Relations Act by filing or participating in a class, collective or representative action in any forum. However, GPSI may lawfully seek enforcement of this arbitration provision and the Class Action Waiver under the Federal Arbitration Act and seek dismissal of such class, collective or representative actions or claims.

### **Government Proposal Solution's Privacy Policy**

Your privacy is important to us. To better protect your privacy, Government Proposal Solutions, Inc. provides this notice explaining our online information practices and the choices you can make about the way your information is collected and used. To make this notice easy to find, Government Proposal Solutions, Inc. makes it available on our homepage and at every point where personally identifiable information may be requested.

### **Information Collected by GOVFLEX.COM**

GOVFLEX does not collect and store proprietary proposal information. The only information Government Proposal Solutions, Inc. collects from information request forms includes:

1. Name, Address, Email address, Phone number, taxpayer identification numbers, employment references, educational history, and degrees and certifications.
2. Government Proposal Solutions, Inc. also maintains copies of all Non Disclosure Agreements (NDAs) between GOVFLEX Companies and Consultants.
3. Other information Government Proposal Solutions, Inc. collects is non-identifying and aggregate information based on how users access GOVFLEX.com.

### **Information Use by GOVFLEX.com**

Government Proposal Solutions, Inc. uses email and text messaging to send alerts, sends bid notifications, and answer questions. Such addresses are not used for any other purpose and are not shared with outside organizations outside of Government Proposal Solutions, Inc. marketplace.

Government Proposal Solutions, Inc. also uses non-identifying and aggregate information to better design GOVFLEX.com. For example, Government Proposal Solutions, Inc. may know that “X” number of individuals added a category “proposal manager” to their user profile on our website to add a new category of proposal professional, but Government Proposal Solutions, Inc. would not disclose anything that could be used to identify those individuals.

Finally, Government Proposal Solutions, Inc. will never use or share the personally identifiable information provided to us online in ways unrelated to the ones described above without also providing you an opportunity to opt-out or otherwise prohibit such unrelated uses.

### **Data Security**

To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, Government Proposal Solutions, Inc. has put in place appropriate physical, electronic, and managerial procedures to safeguard and secure the information Government Proposal Solutions, Inc. collects online.

## **GENERAL**

### **ENTIRE AGREEMENT**

This Agreement, together with the Non Disclosure Agreements, Teaming Agreements, and Organizational Conflicts of Interest statements within the site, sets forth the entire agreement and understanding between you and GPSI relating to the subject matter hereof and thereof and cancels and supersedes any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between you and us, written or oral, to the extent they relate in any way to the subject matter hereof and thereof. The section headings in this Agreement are included for ease of reference only and have no binding effect. Even though GPSI drafted this Agreement, you represent that you had ample time to review and decide whether to agree to the terms of this Agreement. If an ambiguity or question of intent or interpretation of this Agreement arises, no presumption or burden of proof will arise favoring or disfavoring you or GPSI because of the authorship of any provision of this Agreement.

### **SIDE AGREEMENTS**

Notwithstanding subsection 22.1 (Entire Agreement), Clients and Consultant/Subject Matter Experts may enter into any supplemental or other written agreements that they deem appropriate (e.g.,

confidentiality agreements, invention assignment agreements, assignment of rights, etc.). The terms and conditions of this Agreement, however, will govern and supersede any term or condition in a side agreement that purports to expand GPSI's obligations or restrict GPSI's rights under this Agreement.

## **COMPLIANCE**

User will not violate any applicable foreign, federal, state, or local laws or third-party rights on or related to the Site. Without limiting the generality of the foregoing, User agrees to comply with all applicable laws and regulations, including, but not limited to, import and export control laws and third parties' Intellectual Property Rights.

## **MODIFICATIONS**

No modification or amendment to this Agreement will be binding upon GPSI unless in a written instrument signed by a duly authorized representative of GPSI. For the purposes of this subsection, a written instrument will expressly exclude electronic communications, such as email and electronic notices, but will include facsimiles. This Section 22.4 (Modifications) does not apply to amendments to this Agreement posted by GPSI to the Site from time to time.

## **ASSIGNABILITY**

User may not assign this Agreement, or any of its rights or obligations hereunder, without GPSI's prior written consent in the form of a written instrument signed by a duly authorized representative of GPSI (and, for the purposes of this subsection, a written instrument will expressly exclude electronic communications such as email and electronic notices, but will include facsimiles). GPSI may freely assign this Agreement without User's consent. Any attempted assignment or transfer in violation of this subsection will be null and void. Subject to the foregoing restrictions, this Agreement will inure to the benefit of the successors and permitted assigns of the parties.

## **FORCE MAJEURE**

The parties to this Agreement will not be responsible for the failure to perform or any delay in performance of any obligation hereunder due to labor disturbances, accidents, fires, floods, telecommunications or Internet failures, strikes, wars, riots, rebellions, blockades, acts of government, governmental requirements and regulations or restrictions imposed by law or any other similar conditions beyond the reasonable control of such party. The time for performance of such party will be extended by the period of such delay. Irrespective of any extension of time, if an event of Force Majeure occurs and its effect continues for a period of 60 days, either the party may give to the other a 30-day notice of termination. If, at the end of the 30-day period, the effect of the Force Majeure continues, the Agreement will terminate.

## **PREVAILING LANGUAGE AND LOCATION**

The English language version of this Agreement will be controlling in all respects and will prevail in case of any inconsistencies with translated versions, if any. The Site is controlled and operated from our facilities in the United States. GPSI makes no representations that the Site is appropriate or available for use in other locations. Those who access or use the Site from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable foreign, United States, state, and local laws and regulations, including, but not limited to, export and import

regulations, including the Export Administration Regulations maintained by the United States Department of Commerce and the sanctions programs maintained by the Department of the Treasury Office of Foreign Assets Control.

You must not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any software or service to any end user without obtaining any and all required authorizations from the appropriate government authorities. You also warrant that you are not prohibited from receiving U.S. origin products, including services or software. You may not use or access the Site if you are: (a) a resident of a geographic area embargoed by the United States; (b) subject to United States economic sanctions that prohibit your use or access to the Site; or (c) a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Site are solely directed to individuals, companies, or other entities located in the United States.

## **DEFINITIONS**

“Affiliate,” means any entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with GPSI.

“Client” means any authorized User who is a paid subscriber using the Site to seek and/or obtain Consultant/Subject Matter Expert Services from another User. From time to time, GPSI may act as a Client, and the terms and conditions of this Agreement applicable to Clients will apply to GPSI when GPSI acts in this way.

“Client Deliverables” means requests, proposals, grants, and any other information or materials that a Consultant/Subject Matter Expert receives from a Client to perform Consultant/Subject Matter Expert Services.

“Confidential Information” means Client Deliverables, Consultant/Subject Matter Expert Deliverables, Work Product, and any other information provided to, or created by, a User for a Service Contract or to perform or assist in performing Consultant/Subject Matter Expert Services, regardless of whether in tangible, electronic, verbal, graphic, visual, or other form. Confidential Information does not include material or information that: (a) is generally known by third parties as a result of no act or omission of Consultant/Subject Matter Expert or Client; (b) subsequent to disclosure hereunder, was lawfully received without restriction on disclosure from a third party having the right to disseminate the information; (c) was already known by User prior to receiving it from the other party and was not received from a third party in breach of that third party’s obligations of confidentiality; or (d) was independently developed by User without use of another person’s Confidential Information.

“Fixed-Price Contract” means a Service Contract for which Client is charged a fixed fee agreed between a Client and a Consultant/Subject Matter Expert, prior to the commencement of a Service Contract, for the completion of all Consultant/Subject Matter Expert Services contracted by Client for such Service Contract.

“Time and Materials” means a Service Contract for which Client is charged an hourly rate agreed between a Client and a Consultant/Subject Matter Expert, prior to the commencement of a Service Contract, for the completion of all Consultant/Subject Matter Expert Services contracted by Client for such Service Contract.

“Project” means an engagement for Consultant/Subject Matter Expert Services that a Consultant/Subject Matter Expert provides to a Client under a Service Contract on the Site.

“Escrow Account” means Client Escrow Account, Consultant/Subject Matter Expert Escrow Account, or Fixed-Price Escrow Account.

“Escrow Instructions” means the Fixed-Price Escrow Instructions, the Hourly, Bonus and Expense Payment Agreement with Escrow Instructions, or the Fixed-Price Mobile Escrow Instructions.

“Consultant/Subject Matter Expert” means any authorized non-paying User using the Site to advertise and provide Services to Clients.

“Consultant/Subject Matter Expert Deliverables” means requests, intellectual property, and any other information or materials that a Client receives from a Consultant/Subject Matter Expert for a particular Service Contract.

“Consultant/Subject Matter Expert Fees” means: (a) for an Hourly Contract, an amount equal to the number of hours recorded by Consultant/Subject Matter Expert in the Time Logs, multiplied by the hourly rate set by the Consultant/Subject Matter Expert; (b) for a Fixed-Price Contract, the fixed fee agreed between a Client and a Consultant/Subject Matter Expert; and (c) any bonuses or other payments made by a Client.

“Consultant/Subject Matter Expert Services” means all services performed for or delivered to Clients by Consultant/Subject Matter Experts.

“Hourly Contract” means a Service Contract for which Client is charged based on the hourly rate set by the Consultant/Subject Matter Expert.

“Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals and extensions thereof, under the laws of any state, country, territory or other jurisdiction.

“Payment Method” means a valid credit card issued by a bank acceptable to GPSI, a bank account linked to your Account, a debit card, or such other method of payment as GPSI may accept from time to time in our sole discretion.

“Master Service Contract” means, as applicable, (a) the contractual provisions between a Client and a Consultant/Subject Matter Expert governing the Consultant/Subject Matter Expert Services to be performed by a Consultant/Subject Matter Expert for Client for an Engagement; or (b) if you use GPSI Payroll, the contractual provisions between Consultant/Subject Matter Expert and the Staffing Provider for the provision of services to Client, if any.

“Site Services” means all services that are accessible through the Site.

“Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

“Work Product” means any tangible or intangible results or deliverables that Consultant/Subject Matter Expert agrees to create for, or actually delivers to, Client as a result of performing the Consultant/Subject Matter Expert Services, including, but not limited to, configurations, computer programs, or other information, or customized hardware, and any intellectual property developed in connection therewith.

“User Content” means any data, feedback, content, text, photographs, images, video, music, or other information that you post to any part of the Site or provide to GPSI.

### **Children’s Privacy**

Protecting the privacy of the very young is especially important. For that reason, Government Proposal Solutions, Inc. never collects or maintains information at our website from those Government Proposal Solutions, Inc. actually knows are under 18, and no part of our website is structured to attract anyone under 18.

While GOVFLEX makes every effort to verify expert proposal consultant past performance, we make no guarantees or warranties regarding expert consultant performance.

### **ADDITIONAL AGREEMENT FOR BETA AND PIONEER PILOT TEST PARTICIPANTS:**

In addition to the above terms and conditions, Beta and Pilot Test Participants accept the following Non Disclosure Agreement.

This Nondisclosure Agreement (the “Agreement”) is entered into with Government Proposal Solutions, Inc. (“Disclosing Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information or developing a competing Government Proposal and Grants Marketplace system as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential information (“Confidential Information”).

1. Definition of Confidential Information. For purposes of this Agreement, “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged.
2. Exclusions from Confidential Information. Receiving Party’s obligations under this Agreement do not extend to information that is:

Publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party;

Discovered or created by the Receiving Party before disclosure by Disclosing Party;

Learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party’s representatives; or

Is disclosed by Receiving Party with Disclosing Party’s prior written approval

3. Obligations of Receiving Party. Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving



Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any Confidential Information. Receiving Party also agrees not to copy, reverse engineer, or otherwise develop a competing product.

4. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.
5. Relationships. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venturer or employee of the other party for any purpose.
6. Severability. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.
7. Integration. This Agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations, and understandings. This Agreement may not be amended except in a writing signed by both parties.
8. Waiver. The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party. Each party has signed this Agreement through its authorized representative.

### **How To Contact Us**

If you have questions or comments about this User Agreement, please contact us online or by physical mail at:

Government Proposal Solutions, Inc.  
6030 Daybreak Circle, Suite A150/155 #365  
Clarksville, Maryland 21029, USA