

Terms of Service

Thanks for choosing us to be your RFP Automation Solution—RFPIO’s products, services and website (the “Services”).

These Terms of Use (this “TOU”) contain the terms under which RFPIO (“RFPIO”, “we”, “us” and/or “our”) and its affiliates provide their Services to its Service visitors (“you”, “your”) and describe how the Services may be accessed and used.

Depending on which Services you use, additional terms and policies may apply (the “Additional Terms”). Those Additional Terms will become a part of your agreement with us if you use those Services. For example, if you use our RFP (request for proposals) services, the RFP Terms of Service apply. We refer to the combination of this TOU and any applicable Additional Terms collectively as these “Terms”.

You indicate your agreement to these Terms by clicking or tapping on a button indicating your acceptance of these Terms, by executing a document that references them, or by using the Services.

If you will be using the Services on behalf of an organization, you agree to these Terms on behalf of that organization and you represent that you have the authority to do so. In such case, “you” and “your” will refer to that organization.

1. Fees and Payments

1.1. Fees for Services. You agree to pay to RFPIO any fees for each Service you purchase or use (including any overage fees), in accordance with the pricing and payment terms presented to you for that Service. Where applicable, you will be billed using the billing method you select through your account management page. Fees paid by you are non-refundable, except as provided in these Terms or when required by law.

1.2. Subscriptions. Some of our Services are billed on a subscription basis (the “Subscriptions”). This means that you will be billed in advance on a recurring, periodic basis (each period is called a “billing cycle”). Billing cycles are typically monthly or annual, depending on what subscription plan you select when purchasing a Subscription. Your Subscription will automatically renew at the end of each billing cycle unless you cancel auto-renewal through your online account management page, or by Contacting us. While we will be sad to see you go, you may cancel auto-renewal on your Subscription at any time, in



which case your Subscription will continue until the end of that billing cycle before terminating. You may cancel auto-renewal on your Subscription immediately after the Subscription starts if you do not want it to renew.

1.3. Taxes. Unless otherwise stated, you are responsible for any taxes (other than RFPIO's income tax) or duties associated with the sale of the Services, including any related penalties or interest (the "Taxes"). You will pay RFPIO for the Services without any reduction for Taxes. If RFPIO is obliged to collect or pay Taxes, the Taxes will be invoiced to you, unless you provide RFPIO with a valid tax exemption certificate authorized by the appropriate taxing authority or other documentation providing evidence that no tax should be charged.

1.4. Price Changes. RFPIO reserves the right to change the fees charged for the Services at any time, provided that, for Services billed on a subscription basis, the change will become effective only at the end of the then-current billing cycle of your Subscription. RFPIO will provide you with reasonable prior written notice of any change in fees to give you an opportunity to cancel your Subscription before the change becomes effective.

1.5. Overage Fees. Unless otherwise stated, any overage fees incurred by you will be billed in arrears on a monthly basis. Overage fees which remain unpaid for 30 days after being billed are considered overdue. Failure to pay overage fees when due may result in the applicable Service being limited, suspended, or terminated (subject to applicable legal requirements), which may result in a loss of your data associated with that Service.

2. Privacy

2.1. Privacy. In the course of using the Services, you may submit content to RFPIO (including your personal data and the personal data of others) or third parties may submit content to you through the Services (your "Content"). We know that by giving us your Content, you are trusting us to treat it appropriately. RFPIO's Privacy Policy, together with any Service-specific data use policies, privacy statements and privacy notices (collectively, "privacy policies"), detail how we treat your Content and personal data and we agree to adhere to those privacy policies. You in turn agree that RFPIO may use and share your Content in accordance with our privacy policies.

2.2. Confidentiality. RFPIO will treat your Content as confidential information and only use and disclose it in accordance with these Terms (including our privacy policies). However, your Content is not regarded as confidential information if such Content: (a) is or becomes



public (other than through breach of these Terms by RFPIO); (b) was lawfully known to RFPIO before receiving it from you; (c) is received by RFPIO from a third party without knowledge of breach of any obligation owed to you; or (d) was independently developed by RFPIO without reference to your Content.

3. Your Content

3.1. Limited License to Your Content. You grant RFPIO a worldwide, royalty free license to use, reproduce, distribute, modify, adapt, create derivative works, make publicly available, and otherwise exploit your Content, but only for the limited purposes of providing the Services to you and as otherwise permitted by RFPIO's privacy policies. This license for such limited purposes continues even after you stop using our Services, though you may have the ability to delete your Content in relation to certain Services such that RFPIO no longer has access to it. This license also extends to any trusted third parties we work with to the extent necessary to provide the Services to you. If you provide RFPIO with feedback about the Services, we may use your feedback without any obligation to you.

3.2. Copyright Claims (DMCA Notices). RFPIO Inc. responds to notices of alleged copyright infringement in accordance with the U.S. Digital Millennium Copyright Act (DMCA). If you believe that your work has been exploited in a way that constitutes copyright infringement, you may notify RFPIO's agent for claims of copyright infringement in the following address.

VCorp, 1811 Silverside Road, Wilmington, DE, 19810.

3.3. Other Intellectual Property Claims. RFPIO respects the intellectual property rights of others, and we expect our users to do the same. If you believe a RFPIO user is infringing upon your intellectual property rights, you may contact us form. Claims of copyright infringement should follow the DMCA process outlined in these Terms, or any equivalent process available under local law.

4. RFPIO Intellectual Property

4.1. RFPIO Intellectual Property. Neither these Terms nor your use of the Services grants you ownership in the Services or the content you access through the Services (other than your Content).

5. User Content



5.1. User Content. The Services display content provided by others that is not owned by RFPIO. Such content is the sole responsibility of the entity that makes it available. Correspondingly, you are responsible for your own Content and you must ensure that you have all the rights and permissions needed to use that Content in connection with the Services. RFPIO is not responsible for any actions you take with respect to your Content, including sharing it publicly. Please do not use content from the Services unless you have first obtained the permission of its owner, or are otherwise authorized by law to do so.

5.2. Content Review. You acknowledge that, in order to ensure compliance with legal obligations, RFPIO may be required to review certain content submitted to the Services to determine whether it is illegal or whether it violates these Terms (such as when unlawful content is reported to us). We may also modify, prevent access to, delete, or refuse to display content that we believe violates the law or these Terms. However, RFPIO otherwise has no obligation to monitor or review any content submitted to the Services.

5.3. Third Party Resources. RFPIO may publish links in its Services to internet websites maintained by third parties. RFPIO does not represent that it has reviewed such third party websites and is not responsible for them or any content appearing on them. Trademarks displayed in conjunction with the Services are the property of their respective owners.

6. Account Management

6.1. Keep Your Password Secure. If you have been issued an account by RFPIO in connection with your use of the Services, you are responsible for safeguarding your password and any other credentials used to access that account. You, and not RFPIO, are responsible for any activity occurring in your account (other than activity that RFPIO is directly responsible for which is not performed in accordance with the Customer's instructions), whether or not you authorized that activity. If you become aware of any unauthorized access to your account, you should notify RFPIO immediately. Accounts may not be shared and may only be used by one individual per account.

6.2. Keep Your Details Accurate. RFPIO occasionally sends notices to the email address registered with your account. You must keep your email address and, where applicable, your contact details and payment details associated with your account current and accurate. Accounts are controlled by the entity whose email address is registered with the account.



6.3. Remember to Backup. You are responsible for maintaining, protecting, and making backups of your Content. To the extent permitted by applicable law, RFPIO will not be liable for any failure to store, or for loss or corruption of, your Content.

6.4. Account Inactivity. RFPIO may terminate your account and delete any content contained in it if there is no account activity (such as a log in event or payment) for over 12 months. However, we will attempt to warn you by email before terminating your account to provide you with an opportunity to log in to your account so that it remains active.

7. User Requirements

7.1. Legal Status. If you are an individual, you may only use the Service if you have the power to form a contract with RFPIO. None of the Services are intended for use by individuals less than 13 years old. If you are under 13 years old or do not have the power to form a contract with RFPIO, you may not use the Services. We recommend that parents and guardians directly supervise any use of the Services by minors. If you are using the Services on behalf of a business entity, you warrant that the business is validly formed and existing under the laws of your jurisdiction of formation and that you have duly authorized your agent to bind you to these Terms.

7.2. Embargoes. You may only use the Services if you are not barred under any applicable laws from doing so. If you are located in a country embargoed by United States or other applicable law from receiving the Services, or are on the U.S. Department of Commerce's Denied Persons List or Entity List, or the U.S. Treasury Department's list of Specially Designated Nationals, you are not permitted to purchase any paid Services from RFPIO.

8. Acceptable Uses

8.1. Legal Compliance. You must use the Services in compliance with, and only as permitted by, applicable law.

8.2. Your Responsibilities. You are responsible for your conduct, Content, and communications with others while using the Services. You must comply with the following requirements when using the Services:

1. You may not misuse our Services by interfering with their normal operation, or attempting to access them using a method other than through the interfaces and instructions that we provide.



2. You may not circumvent or attempt to circumvent any limitations that RFPIO imposes on your account (such as by opening up a new account to issue a RFP that we have closed for a Terms violation).
3. Unless authorized by RFPIO in writing, you may not probe, scan, or test the vulnerability of any RFPIO system or network.
4. Unless permitted by applicable law, you may not deny others access to, or reverse engineer, the Services, or attempt to do so.
5. You may not transmit any viruses, malware, or other types of malicious software, or links to such software, through the Services.
6. You may not engage in abusive or excessive usage of the Services, which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability, or functionality of the Services for other users. RFPIO will endeavor to notify you of any abusive or excessive usage to provide you with an opportunity to reduce such usage to a level acceptable to RFPIO.
7. You may not use the Services to infringe the intellectual property rights of others, or to commit an unlawful activity.
8. Unless authorized by RFPIO in writing, you may not resell or lease the Services.
9. If your use of the Services requires you to comply with industry-specific regulations applicable to such use, you will be solely responsible for such compliance, unless RFPIO has agreed with you otherwise. You may not use the Services in a way that would subject RFPIO to those industry-specific regulations without obtaining RFPIO's prior written agreement. For example, you may not use the Services to collect, protect, or otherwise handle "protected health information" (as defined in 45 C.F.R. §160.103 under United States federal regulations) without entering into a separate business associate agreement with RFPIO that permits you to do so

9. Suspension and Termination of Services

9.1. By You. If you terminate a Subscription in the middle of a billing cycle, you will not receive a refund for any period of time you did not use in that billing cycle.

9.2. By RFPIO. RFPIO may limit, suspend, or stop providing the Services to you if you fail to comply with these Terms (such as a failure to pay fees when due), or if you use the Services in a way that causes legal liability to us or disrupts others' use of the Services. RFPIO may also suspend providing the Services to you if we are investigating suspected misconduct by you. If we suspend or terminate the Services you receive, we will endeavor to give you advance notice and an opportunity to export a copy of your Content from that Service.



However, there may be time sensitive situations where RFPIO may decide that we need to take immediate action without notice. RFPIO has no obligation to retain your Content upon termination of the applicable Service.

9.3. Further Measures. If RFPIO stops providing the Services to you because you repeatedly or egregiously breach these Terms, RFPIO may take measures to prevent the further use of the Services by you, including blocking your IP address.

10. Changes and Updates

10.1. Changes to Terms. RFPIO may change these Terms at any time for a variety of reasons, such as to reflect changes in applicable law or updates to Services, and to account for new Services or functionality. Any changes will be posted to the location at which those terms appear. RFPIO may also provide notification of changes on its blog or via email. Changes will be effective no sooner than the day they are publicly posted. In order for certain changes to become effective, applicable law may require RFPIO to obtain your consent to such changes, or to provide you with sufficient advance notice of them. If you do not want to agree to any changes made to the terms for a Service, you should stop using that Service, because by continuing to use the Services you indicate your agreement to be bound by the updated terms.

10.2. Changes to Services. RFPIO constantly changes and improves the Services. RFPIO may add, alter, or remove functionality from a Service at any time without prior notice. RFPIO may also limit, suspend, or discontinue a Service at its discretion. If RFPIO discontinues a Service, we will give you reasonable advance notice to provide you with an opportunity to export a copy of your Content from that Service. RFPIO may remove content from the Services at any time in our sole discretion, although we will endeavor to notify you before we do that if it materially impacts you and if practicable under the circumstances.

11. Disclaimers and Limitations of Liability and Indemnification

11.1. Disclaimers. WHILE IT IS IN RFPIO'S INTEREST TO PROVIDE YOU WITH A GREAT EXPERIENCE WHEN USING THE SERVICE (AND WE LOVE TO PLEASE OUR CUSTOMERS), THERE ARE CERTAIN THINGS WE DO NOT PROMISE ABOUT THEM. WE TRY TO KEEP OUR ONLINE SERVICES UP, BUT THSY MAY BE UNAVAILABLE FROM TIME TO TIME FOR VARIOUS REASON. WE DO NOT GUARANTEE THAT THE SERVICE WILL BE AVAILABLE AT ALL TIMES AND UNDER ALL CIRCUMSTANCES. EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND TO THE EXTENT



PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED “AS IS” AND RFPIO DOES NOT MAKE WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OR ANY REGARDING AVAILABILITY, RELIABILITY, OR ACCURACY OF THE SERVICES.

11.2. Exclusion of Certain Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, RFPIO, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS, AND WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF RFPIO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11.3. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AGGREGATE LIABILITY OF EACH OF RFPIO, ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, AND LICENSORS ARISING OUT OF OR IN CONNECTION WITH THE SERVICES AND THESE TERMS WILL NOT EXCEED THE GREATER OF: (A) THE AMOUNTS PAID BY YOU TO RFPIO FOR USE OF THE SERVICES AT ISSUE DURING THE 12 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

11.4. Indemnification. WITHOUT LIMITING THE FOREGOING, YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS RFPIO, AND THEIR RESPECTIVE EMPLOYEES, DIRECTORS, AGENTS, AND AFFILIATES (COLLECTIVELY “DISCLAIMING ENTITIES”) FROM AND AGAINST ANY CLAIM, SUIT, DEMAND, LOSS, LIABILITY, DAMAGE, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO (I) YOUR BREACH OF ANY PROVISION OF THIS AGREEMENT; (II) YOUR USE OF THE SERVICES; (III) YOUR OBLIGATIONS TO PAY AMOUNTS OWED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY REVERSALS, CHARGEBACKS, CLAIMS, FINES, FEES, PENALTIES AND ATTORNEYS’ FEES; (IV) NEGLIGENCE OR WILLFUL MISCONDUCT OF YOUR EMPLOYEES, CONTRACTORS, OR AGENTS; AND (V) ALL THIRD-PARTY INDEMNITY OBLIGATIONS WE INCUR AS A DIRECT OR INDIRECT RESULT OF YOUR ACTS OR OMISSIONS.



12. Contracting Entity

12.1. Who you are contracting with. Unless otherwise specified in relation to a particular Service, the Services are provided by, and you are contracting with, RFPIO Inc.

12.2. RFPIO Inc. For any Service provided by RFPIO Inc., the following provisions will apply to any terms governing that Service:

1. **Contracting Entity.** References to “RFPIO”, “we”, “us”, and “our” are references to RFPIO Inc., a Delaware corporation.
2. **Governing Law.** Those terms are governed by the laws of the State of Delaware (without regard to its conflict of laws provisions).
3. **Jurisdiction.** Except if prohibited by applicable law, each party submits to the exclusive jurisdiction of the state courts located in Delaware, and the federal courts located in Wilmington, Delaware, with respect to the subject matter of those terms.

13. Other Terms

Assignment. You may not assign these Terms without RFPIO’s prior written consent, which may be withheld in RFPIO’s sole discretion. RFPIO may assign these Terms at any time without notice to you.

Choice of Law. These Terms are governed by and construed in accordance with the laws of the State of Oregon, U.S.A., without giving effect to any conflict of law principles.

Entire Agreement. These Terms (including the Additional Terms) constitute the entire agreement between you and RFPIO, and they supersede any other prior or contemporaneous agreements, terms and conditions, written or oral concerning its subject matter. Any terms and conditions appearing on a purchase order or similar document issued by you do not apply to the Services, do not override or form a part of these Terms, and are void.

Independent Contractors. The relationship between you and RFPIO is that of independent contractors, and not legal partners, employees, or agents of each other.

Interpretation. The use of the terms “includes”, “including”, “such as”, and similar terms, will be deemed not to limit what else might be included.



No Waiver. A party's failure or delay to enforce a provision under these Terms is not a waiver of its right to do so later.

Precedence. To the extent any conflict exists, the Additional Terms prevail over this TOU with respect to the Services to which the Additional Terms apply.

Severability. If any provision of these Terms is determined to be unenforceable by a court of competent jurisdiction, that provision will be severed and the remainder of terms will remain in full effect.

Third-Party Beneficiaries. There are no third party beneficiaries to these Terms.