

BidOcean.com Subscription Agreement

1. The Bid Ocean Network includes a computer network accessible through various Internet portals and data distributed by Email and other means. "User" is defined as the entity/person(s) accessing the Bid Ocean Network or its data.

2. While public bid information is public, the information contained in and distributed by the Bid Ocean Network is proprietary and confidential and is protected by the laws of the United States, other countries and international agreements & treaties. User agrees not to communicate the information to any unauthorized person or entity without the express written permission of Bid Ocean, Inc.. This means that you agree not to share your login or password or give Bid Ocean data to parties outside your company - or in other words - no sharing allowed. Unauthorized sharing of data results in increased subscription fees and potentially lower profit margins for your company.

3. User agrees to protect username & password and the information it receives from the Bid Ocean Network from dissemination to unauthorized persons and to notify Bid Ocean if the username and password have been compromised. Access to the Bid Ocean Network is monitored and each user's access recorded. User access from multiple computers or locations without prior notice may result in the temporary blocking of access.

4. Violation of the terms of this agreement will be considered a breach of contract and may result in suspension of access to all Bid Ocean Network portals and information as well as legal and civil action.

5. No refunds shall be given, except when specified in a valid written agreement or offer. Credit towards future usage shall be given in cases where access to data is unavailable for more than 3 days due to a failure on the part of Bid Ocean. No credits or refunds shall be given for Acts of God, war, economic collapse, states of emergency, or other failures beyond the control of Bid Ocean, Inc.

6. While considerable efforts are made to verify the accuracy of information published, no guarantees are made as to the accuracy of the information or the amount of information to be published.

7. User agrees to hold Bid Ocean, Inc. and its employees, agents and subcontractors harmless from any and all claims arising from the use of the Bid Ocean Network and its data.

8. Users with access to Fax & Email sending features agree to abide by laws governing the transmissions of faxes, e-mail and other electronic messages and shall not use the Bid Ocean Network to send unsolicited ads or 'spam'.

9. Users with access to e-procurement features agree only to post legitimate solicitations for goods and services and to adhere to formatting and content requirements detailed in the E-Procurement Usage Guide.

10. Cancellation - Subscriptions which are not for a fixed term are continuous until canceled in writing. "In Writing" means by Email with receipt confirmation, by Fax or by mail. A notification not actually received by Bid Ocean is not valid. Receipt of notification must be confirmed. Continuous subscriptions may be temporarily suspended for up to 3 months without charge.

11. Credit-card "charge-backs" carry a \$50 fee, without exception. Refunds are made by check within 30 days.

12. Bid Ocean reserves the right to cancel subscriptions it feels are not in its best interest. Refunds are provided for the unused portion of a subscription canceled by Bid Ocean.

I hereby agree to abide by these terms and conditions.

Signature

Company

Date

Name (Print Clearly)