

## Terms of Service

1. Usage of this web Site constitutes an agreement to hold harmless the Site's owners, content contributors, associates, affiliates and assigns from any and all claims.
2. Bid Ocean includes a computer network accessible through various Internet portals and data distributed by Email and other means. This agreement is applicable for all web sites owned by Bid Ocean, Inc. and covers all proprietary data generated by Bid Ocean, Inc.
3. "User" is defined as the entity/person(s) accessing Bid Ocean or its data.
4. Access is limited to those who are 18 years old or older, able to understand these terms of usage and those who agree to abide by these terms of usage. All others are forbidden access.
5. While procurement solicitations from U.S. govt. agencies is public information, in the public domain and can't be legally copyrighted, not all of the information contained in and distributed by Bid Ocean is public. Proprietary content is copyrighted and is protected by the laws of the United States, other countries and international agreements & treaties.
6. User agrees not to communicate the proprietary data from Bid Ocean 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. In other words, no sharing of Bid Ocean data allowed. You may also not resell Bid Ocean data without Bid Ocean's written permission.
7. User may not use or attempt to use any "deep-link," "scraper," "robot," "bot," "spider," "data mining," "computer code" or any other automated device, program, tool, algorithm, process or methodology or manual process having similar processes or functionality, to access, acquire, copy, or monitor any portion of this site, any data or content found on or accessed through this site. The only exception to this rule is for search engine spiders from publicly available search engines who comply with this

site's robots.txt file and who do not impose an unreasonable load on the Site.

8. User shall not violate the security of this site or attempt to gain unauthorized access to the Site, data, materials, information, computer systems or networks connected to any server associated with this Site, through hacking, password mining or any other means.
9. User shall not interfere with, attempt to interfere with or otherwise disrupt the proper working of this Site, any activities conducted on or through this Site or any servers or networks connected to this Site, including accessing any data, content or other information prior to the time that it is intended to be available to the public on this Site.
10. User must not take or attempt any action that imposes or may impose an unreasonable or disproportionately large load or burden on the Site or the infrastructure of the Site.
11. User agrees to protect user name & password and the information it receives from Bid Ocean from dissemination to unauthorized persons and to notify Bid Ocean if the user name and password have been compromised.
12. Access to Bid Ocean is monitored and each User's access recorded. User access from multiple computers or locations without prior notice may result in the blocking of access.
13. Violation of the terms of this agreement will be considered a breach of contract and may also be a criminal violation of the U.S. Computer Fraud and Abuse Act (CFAA) 18 USC § 1030, and could be prosecuted as a felony. Violation of the Terms of Service may result in suspension of access to all Bid Ocean portals and information as well as legal and civil action.
14. 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 or other non-human entity, war, economic collapse, states of emergency, or other failures beyond the control of Bid Ocean, Inc.
15. 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.

16. 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 Bid Ocean to send unsolicited ads or 'spam'.
17. 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.
18. 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.
19. Refunds are made by check within 30 days. Credit-card "charge-backs" carry a \$50 fee, without exception.
20. 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 if User has not violated these Terms of Service.
21. Please note that this web site is not compliant with the EU's General Data Protection Regulation (GDPR) and all EU citizens and residents are prohibited from accessing this site. EU citizens and residents who choose to violate this ban and access this web site agree to exempt this web site's owners, operators, hosting company, data contributors, affiliates, associates, advertisers, subcontractors, coders and assigns from any and all liability related to the EU's General Data Protection Regulation (GDPR) and indemnify this web site's owners, operators, hosting company, data contributors, affiliates, associates, advertisers, subcontractors, coders and assigns from any and all liability and legal actions related to their violation of this ban.
22. If you believe that we may have retained data on you that you would like us to purge please contact us using the contact form on this web site.

23. AMERO - The AMERO is a loyalty points goodwill token earned by paid subscribers which can be redeemed for discounts and various goods and services. AMERO has no cash value and cannot be redeemed for any national currency. The maximum number of AMERO that can be redeemed or traded at one time is 2,000. AMERO is void where prohibited by law.