

# **The USA-Buyers eProcurement Marketplace**

## **Participating Vendor Agreement**

### **Welcome to the USA-Buyers eProcurement Marketplace!**

The USA-Buyers eProcurement Marketplace will provide to participating vendors access to solicitations from participating buying entities located within the United States.

This marketplace is operated by International eProcurement, LLC ("IE").

In using this marketplace, it is important that you understand the nature of the marketplace and certain terms and conditions that govern its use. Your acknowledgment of this agreement and your subsequent use of this site constitute your agreement to these terms and conditions, which are stated below. Before conducting sales and maintenance activities, you will be asked to confirm your agreement to the terms and conditions as provided on the USA-Buyers eProcurement Marketplace web site. After this is done, you may proceed to operate the marketplace and conduct sales activities in the manner provided on the web site.

### **TERMS AND CONDITIONS OF USE**

In using this site, you (vendor and individual authorized user) agree to the following:

**Conduit Services Only.** The USA-Buyers eProcurement Marketplace provides only an Internet conduit through which you may communicate the availability of your goods and services to buying entities, for buying entities to communicate their procurement needs to you, and for you to respond to requests for quotations, bids or proposals in an electronic format. You understand, however, that this site operates only as a venue for entering into these transactions and that the participating buying entities are not controlled by IE. Accordingly, IE makes no representation of any kind concerning the transactional history or financial stability of buying entities, and you must look only to the buying entities with which you choose to transact business for performance of any agreements with them.

**Buyer Representations and Warranties.** IE does not verify or vouch for the information supplied or representations made by buying entities on this site. IE makes no warranty of any kind to you

concerning any buying entities using this marketplace. You must look solely to the buying entity with respect to any buying entity-supplied information, representations and warranties. Therefore: 1) IE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, RELATING TO ANY TRANSACTION ENTERED INTO BETWEEN A PARTICIPATING BUYING ENTITY AND A VENDOR, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; AND 2) IE FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION SUPPLIED, OR REPRESENTATIONS MADE, BY ANY BUYING ENTITY.

**Coded Access.** The USA-Buyers eProcurement Marketplace is available only to participating vendors. Accordingly, access to the marketplace is limited to vendors having assigned access codes and passwords. In addition, only authorized vendor personnel who hold individual authorization codes may make sales on the marketplace. You agree not to divulge your vendor access code, password or any individual authorization code to anyone outside your company. If you allow either code or password to fall into the hands of an unauthorized person, IE has no way of detecting unauthorized use of your codes and is not responsible for such unauthorized use of the marketplace. PLEASE SAFEGUARD YOUR ACCESS AND AUTHORIZATION CODES. Unauthorized users of this marketplace may be subject to both civil and criminal prosecution under state and federal law.

**Availability of the Site.** While every effort will be made to keep the site operating during all scheduled hours of operation, no guarantee of uninterrupted operation can be given. You agree that the services provided on this site are provided as is and that neither you nor your company will have any claim against IE as a result of any non-availability of the site at a particular time or times or any failure of the marketplace to operate as intended.

**Vendor Responsibility.** You understand and agree that you assume full and sole responsibility for the use of this site. If you are dissatisfied with any aspect of this site or the services it provides, your remedy is to either cease using the site or to deliver to USA-Buyers eProcurement Marketplace any recommendations for improving the marketplace. YOU AGREE THAT YOU HAVE, AND WILL HAVE, NO CLAIM OR RIGHT OF ACTION OF ANY KIND AGAINST IE IN CONNECTION WITH THE USA-BUYERS EPROCUREMENT MARKETPLACE OR YOUR USE OF THE MARKETPLACE.

**Information You Provide.** You agree that any information you provide about yourself or your company when registering to use the USA-Buyers eProcurement Marketplace or subsequent to registration is true, accurate, current, and complete. You also agree to maintain and update that information to ensure that it remains true, accurate, current, and complete. If IE suffers any claim or incurs any liability as a result of (i) information entered into the site by users of your company's account or (ii) a breach of any warranty you make to any agency, your company will indemnify IE against such claim or liability including costs and attorney's fees incurred in defending against it.

**Security.** IE uses industry-standard security measures, including encryption, to safeguard any information you may provide to us on our website. Your company has the responsibility to manage your internal security by safeguarding your company's password and establishing your own

internal security procedures, as you would for paper transactions, to assure the proper use of the marketplace. In the event of any compromise in the security of the marketplace, you agree to immediately report the same to IE and a new password will be assigned for your company's use. However, please remember that perfect security does not exist on the Internet, and IE does not and cannot guarantee that information will in all cases remain secure.

**Responsibility for Sales Activities.** You agree that the full responsibility for the sales process lies with your company. It is solely your responsibility when using this marketplace to comply with all applicable local, state and federal statutes, ordinances, regulations, and policies governing the sales of goods or services by your company. IE shall have no responsibility for ensuring that sales of goods or services using this marketplace will comply with such laws, ordinances, regulations, and policies. As in a paper sales transaction, the vendor, in using the marketplace, has the responsibility solely and exclusively for the sale including, but not limited to, the following:

Preparing and assuring the completeness of any bids, quotes or proposals

Selecting appropriate procurement opportunities

Compliance with all applicable legal requirements

Establishing and adhering to the terms and conditions of contracts

Assuring proper authorization to enter into a contract and the proper administration of any resulting contract

Maintaining the security and the integrity of the procurement process

**Disclosure of Fees.** There is a Dedicated Vendor subscription that is free for vendors when they just want to do business with one agency at a time. There are also several paying levels based on geographic areas. If you decide to choose one of the paying levels, then you agree to pay IE any fees outlined on the Vendor Fee Information Page provided during registration or located in the service level area within the marketplace. IE reserves the right to change its fees at any time for any reason; provided, however, that we will give at least thirty (30) days' notice of such change. If fees do change, they will not take effect until the end of the current yearly billing period for each vendor.

**Privacy Policy.** This is how we handle information we learn about you from your visit to our site.

The information we receive depends on what you do when visiting our site. If you visit our site to read or download information, we collect and store only the following information about you: the name of the domain and host through which you access the Internet (for example, aol.com if you are connecting from an America Online account), and the date and time you access our site. We use this information to measure the number of visitors to different sections of our site, so that we can make our site more useful to our visitors. If you actively participate in using or providing any of the services offered through the site, we collect and store the personally identifiable information needed to facilitate this participation (typically your name, company name, mailing address, and email address). We do not share this personally identifiable information with any third parties. We

do, however, share aggregate transactional information. We also reserve the right to notify you when other Marketplace opportunities arise from IE, or any of its licensees.

“Cookies” are files or pieces of information sent to your browser when you visit a website, and you will find them at most sites. Most browsers are initially set to accept cookies. If you would prefer, you can set your browser to refuse cookies or to alert you when cookies are being sent so that you can flush them from your browser if you object to their presence. There are two types of cookies: persistent and non-persistent.

Persistent cookies are stored on the hard drive of your computer, and remain there until they expire or you delete them. They are used to provide tailored information to a return visitor to the site by remembering what pages the visitor has viewed previously. *We do not use persistent cookies on this site.*

Non-persistent cookies are used during a particular session, but are not stored on your computer's hard drive when the session is over. The information is stored only temporarily and is used primarily for technical reasons such as ease of navigation, authentication of passwords, placing samples in a shopping cart, and so on. *We do use non-persistent cookies to enhance your visit to this site; these cookies disappear automatically as soon as you end your session.*

If you wish to use a link to another website or to do business with another user of the site, you may be asked by the other user to provide certain confidential information. You agree not to hold IE responsible for any loss or damage of any sort incurred as a result of any such disclosure to another user through the site.

You may choose to send personally identifying information to other sites you have linked to through our site. We do not control the collection or use of this information, and make no representations about the privacy policies of other sites.

We do not sell your company information to any outside source. We will however send you emails monthly with information as to how to increase your exposure to our Buying Entities located within your marketplace, along with information about other International eProcurement Marketplaces. We do this for two reasons, one to make sure you are aware of other potential opportunities for your company, along with making sure we keep our database current for our Buying Entities. As you will use your email as your login, we will disable the particular email if we receive a bounce back.

**Reselling or Transfer.** You agree not to resell or transfer your right to use the USA-Buyers eProcurement Marketplace to anyone, and you will not allow your access code or password to be used by any other company or unauthorized person. If another person using your access code or password uses the marketplace, your company will be legally responsible for any contract or liability that may result from the use of your access code or password.

**Access to Internet.** You agree that in order to use this marketplace you must: 1) provide and pay for your own access to the Internet, and 2) provide all equipment necessary for you to make the connection to the Internet.

**Interference with Others.** You agree not to use the site in a manner that would restrict or inhibit any other party's use of the services.

**LINKS TO OTHER SITES.** THIS SITE MAY LINK YOU TO OTHER SITES ON THE INTERNET. THESE LINKS ARE PROVIDED FOR YOUR CONVENIENCE BUT THE SITES TO WHICH THE LINKS CONNECT ARE NOT UNDER IE'S CONTROL. YOU UNDERSTAND AND AGREE THAT THE LINKING OF THE MARKETPLACE TO OTHER SITES DOES NOT MEAN THAT THESE SITES ARE ENDORSED BY IE, AND IE IS NOT RESPONSIBLE FOR THE LEGALITY, ACCURACY OR ANY OTHER ASPECT OF THE OPERATION OR CONTENT OF ANY SITES TO WHICH LINKS ARE PROVIDED.

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**Framed Links.** You may not create framed links to the site without express written permission from IE.

**Termination.** IE reserves the right to terminate your access to the site or to any or all of its services at any time. In event of such termination IE shall have no responsibility to notify third party providers of service or marketplace buyers.

**Changes to Terms and Conditions of Use.** IE may from time to time amend these Terms and Conditions of Use. In the event of any such amendment, marketplace users will, as a condition to further use of the USA-Buyers eProcurement Marketplace, be required to acknowledge and agree to the amendment.

**Law Applicable, Limitations.** This site is controlled and operated by IE from its location in Lexington, Kentucky, USA. These Terms and Conditions of Use should therefore be construed in accordance with the laws of the State of Kentucky, USA, without regard to any conflict of law's provisions. Exclusively the state court in Fayette County, Kentucky, USA or the U.S. District court for

the District of Kentucky, USA shall resolve any dispute arising out of these terms and conditions. You agree that, notwithstanding any more permissive statute of limitations, you must file any claim or cause of action arising out of or related to your use of the site within one (1) year after such claim or cause of action arises or be forever barred from doing so.

**AGREEMENT**

I agree on behalf of my company as its duly authorized agent to the above stated Terms and Conditions of Use. If you understand and agree to all the terms and conditions in this Vendor Agreement, then proceed forward with the registration process online, either through your chosen buying entity or the USA-Buyers eProcurement Marketplace website.