



1/1/2010

Term, Conditions & Policies

The Business Service Center

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PREPARED BY: THE BUSINESS SERVICE CENTER OWNER



The Business Service Center TERMS OF USE

Welcome to TheBusinessServiceCenter.com, the site that offers pre-screened to procurement professionals ("The Business Service Center" or "we" or "us" or other similar pronouns).

These terms of use ("Terms of Use") set forth the standards of use of The Business Service Center com and all of its subdomains. TheBusinessServiceCenter.com and all such subdomains are collectively referred to herein as the "Website."

The words "You," "User" or "Subscriber" as used herein refer to all individuals and/or entities accessing or using the Website for any reason. The term "Your Content" or "User Content" as used herein shall mean information that You submit, publish or display on any website provided by The Business Service Center.

Please read these Terms of Use carefully. These Terms of Use include The Business Service Center Privacy Policy located at <http://www.TheBusinessServiceCenter.com/documents.html> which is incorporated and made a part of these Terms of Use. If You do not accept and agree to all of these Terms of Use, do not use the Website or the services provided therein. By accessing or using the Website, You agree to be bound by these Terms of Use, including The Business Service Center ' Privacy Policy. Additionally, You understand and agree that The Business Service Center may electronically provide to you either through posting or links on the Website or through e-mail agreements, invoices and other documents, notices and communications regarding your relationship with The Business Service Center and its services ("Communications"). You hereby consent to receipt of such Communications electronically.

You agree that by entering your username and password and clicking "Submit," or by clicking similar button when registering for or accepting any services on the Website or provided by The Business Service Center, you are acknowledging that you have read, understand and agree to be bound by these Terms of Use, and that such actions constitute your agreement thereto and acceptance thereof. If you do not agree to any of these Terms of Use, you may not access or otherwise use the Website.

The Business Service Center reserves the right, at any time, to modify, alter, or update these Terms of Use without prior notice. Any such changes will become effective immediately upon being posted on the Website. You should visit this page periodically to review the most current Terms of Use because they will be binding on You. Your continued use of the Website after such changes are posted constitutes an acknowledgement and acceptance of the Terms of Use and its modifications. Except as otherwise provided in this paragraph, these Terms of Use may not



be amended.

ELIGIBILITY.

You must be 18 years of age or older, or the age of majority as defined in your jurisdiction, whichever is older, to use the Website or any of the services provided therein in any manner. By using the Website and accepting these Terms of Use, You represent and warrant that You have the right, authority and capacity to agree to and abide by these Terms of Use. You also represent that You will use the Website and any services or information provided by The Business Service Center in a manner consistent with any and all applicable laws and regulations.

Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by The Business Service Center and/or its affiliates.

ACCESS TO THE WEBSITE.

The Business Service Center reserves the right to modify or discontinue any services or content provided by The Business Service Center with or without notice to the User. You acknowledge and accept that The Business Service Center does not guarantee continuous uninterrupted service or access to the Website and operation of the Website may be interfered with or adversely affected by numerous factors or circumstances outside of our control.

YOUR ACCOUNT.

You will be asked to submit a vendor or business professional application and provide The Business Service Center with certain information including, without limitation, a valid e-mail address. Any such information that You submit will be treated in accordance with The Business Service Center ' Privacy Policy, located at <http://www.TheBusinessServiceCenter.com/documents.html>

If you choose, or are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any third party. We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our opinion you have failed to comply with any of the provisions of these Terms of Use, or for any other reason, in our discretion.

You are responsible for making all arrangements necessary for you to have access to the Website and to the services provided therein. **YOU ARE ALSO RESPONSIBLE FOR ENSURING**



THAT ALL PERSONS WHO ACCESS THE WEBSITE THROUGH YOUR INTERNET CONNECTION ARE AWARE OF THESE TERMS OF USE AND THAT THEY COMPLY WITH THEM.

DISCLAIMER OF WARRANTIES.

All of the information and materials contained on the Website, including text, graphics, information, links or other items are provided on an "as is" and "as available" basis, without warranty of any kind, express or implied, including without limitation, any warranty for information, data, data processing services, uptime or uninterrupted access. To the fullest extent permitted by applicable law, The Business Service Center makes no representations or warranties of any kind, express or implied, regarding the use or the results of this Website or any of the services or information provided therein in terms of its availability, accuracy, adequacy, correctness, precision, timeliness, completeness, thoroughness, reliability or otherwise.

The Business Service Center expressly disclaims liability for errors or omissions in the information and materials contained therein, AND ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR, ANY DAMAGES TO, OR VIRUSES THAT MAY INFECT, YOUR COMPUTER EQUIPMENT OR OTHER PROPERTY ON ACCOUNT OF YOUR ACCESS TO, USE OF, OR BROWSING IN THE SITE OR YOUR DOWNLOADING OF ANY MATERIALS, DATA, TEXT, IMAGES, VIDEO, OR AUDIO FROM THE WEBSITE. IF YOU ARE DISSATISFIED WITH THE SITE, YOUR SOLE REMEDY IS TO DISCONTINUE USING THE SITE.

No warranty of any kind, whether implied, expressed or statutory, including but not limited to the warranties of non-infringement of third-party rights, title, noninfringement, merchantability, fitness for a particular purpose and freedom from defect, computer virus or other error, is given in conjunction with any of the information, materials or services provided by The Business Service Center. We make no warranty that the Website or the services thereon will meet users' requirements.

LIMITATION OF LIABILITY.

The Website acts as a venue for vendors and procurement professionals to search vendor performance portfolio(s) for solicitation and bid opportunities. The Business Service Center is not involved in the actual transaction between the procurement professionals and vendor. As a result, The Business Service Center has no control over User Content, quality, safety, or legality of performance portfolios and makes no representations about any vendor not fully vetted by The Business Service Center staff. The Business Service Center shall not be responsible for any contract decisions, for whatever reason, made by any entity bid/solicitation through the



Website. You acknowledge and agree that you are solely responsible for the accuracy, form and substance of any of Your Content that is posted on the Website.

Except as expressly provided in these Terms, in no event shall The Business Service Center , its directors, officers, employees, agents, suppliers, licensors or any third parties appearing on the Website be liable for any damages whatsoever, including without limitation any direct or indirect, special, incidental, or consequential damages, damages for lost profits, lost business, loss of revenue or loss of use, and any other losses or expenses arising out of or related to this Website, any information received from this Website, any email distributed to any User or Subscriber from the Website or any linked website or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, whether such damages arise in contract, negligence, tort, under statute, in equity, at law or otherwise, and even if The Business Service Center, or representatives thereof, are advised of the possibility of such damages, losses or expenses. In no event shall The Business Service Center, its directors, officers, employees, agents, suppliers, licensors or any third parties appearing on the Website be liable for or in connection with any information or content posted, transmitted, exchanged or received by or on behalf of any user or other person or entity on or through the Website.

THE BUSINESS SERVICE CENTER ' MAXIMUM TOTAL, AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE AND ANY INFORMATION OR SERVICES PROVIDED THEREIN, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY OR OTHERWISE), WILL IN NO EVENT EXCEED THE TOTAL AMOUNT VENDOR OR PROCURMENT PROFESSIONAL HAS PAID TO THE BUSINESS SERVICE CENTER WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM FIRST AROSE.

INDEMNIFICATION.

You agree to defend, indemnify and hold harmless The Business Service Center, its parents, subsidiaries, affiliates, and their respective officers, employees and agents from any claim or demand including reasonable attorneys' fees and costs, made by any third party arising out of or related to i) your use of the Website, ii) your use of any content contained therein, iii) your Content or any information or material that You post to or transmit through the Website, iv) your violation of these Terms of Use, or v) infringement by You or another User using your computer or account, of any intellectual property or any other right of any person or entity. The Business Service Center shall provide notice to You promptly of any such claim, suit or proceeding, and The Business Service Center reserves the right and shall have the option, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to



indemnification by you, and in such case, you agree to cooperate with The Business Service Center' defense of such claim.

ACCEPTABLE USE POLICY ("AUP").

(1) Valid Email Address. You must supply and maintain a valid and verified email address in order to use the services provided by the Website. Invalid email addresses and those that have not been verified through the verification email sent upon sign-up will be deleted from our system and You will be denied access to this Website.

(2) Unauthorized Use. The Business Service Center authorizes Subscribers to view and access a single copy of the content available on or from the Website solely for their personal use. You will be responsible for ensuring that anyone accessing the Website through your internet connection complies with this AUP. Only one individual may access the Website at the same time using the same email or password, unless The Business Service Center agrees otherwise. Unauthorized use of the Website and The Business Service Center ' systems including but not limited to unauthorized entry into any of The Business Service Center systems, misuse of passwords, or misuse of any information posted to the Website is strictly prohibited.

The Business Service Center reserves the right, at our sole discretion, to immediately revoke your account and/or seek all other legal remedies available for scraping performance portfolio's, copying copyrighted text, or otherwise mis-using or mis-appropriating site content, including but not limited to, use on a "mirrored", competitive, or third party site. The use of automated programming on the Website, including but not limited to the use of a vendors performance portfolio or to communicate with procurement professions (e.g. the sending of email through The Business Service Center ' vendor database), is contrary to the nature of our services and not permitted.

(3) Use of Website Content. The contents of the Website such as text, graphics, images, logos, button icons, software and other content (collectively the "Website Content") are protected under both United States and foreign copyright, trademark and other laws. All such content is the property of The Business Service Center or its content suppliers or procurement professionals The compilation (meaning the collection, arrangement and assembly) of all content on the Website is the exclusive property of The Business Service Center and is protected by United States and foreign copyright, trademark, and other laws. Unauthorized use of the Website Content may violate these laws, and is strictly prohibited. Subscribers must retain all copyright, trademark, service mark and other proprietary notices contained in the original Website Content on any authorized copy they make of such content.



Subscribers, procurement professionals or website visitors (including hackers) may not sell or modify the Website Content or reproduce, display, publicly perform, distribute, or otherwise use the Website Content in any way for any public or commercial purpose, in connection with products or services that are not those of The Business Service Center, or in any other manner that is likely to cause confusion among users, that disparages or discredits The Business Service Center or its licensors, that dilutes the strength of The Business Service Center or its licensor's property, or that otherwise infringes The Business Service Center ' or its licensor's intellectual property rights. Subscribers may not in any other way misuse the Website Content. The use of the Website Content on any other website or in a networked computer environment for any purpose is prohibited. Any code that The Business Service Center creates to generate or display any Website Content or the pages making up the Website is also protected by The Business Service Center ' copyright and Subscribers may not copy or adapt such code.

(4) Website Restrictions. The performance portfolio's ("The Business Service Center ' vendor Database") and other features of the Website may be used only for lawful purposes by individuals seeking bids/solicitation opportunities and procurement professionals seeking to hire vendors. You may not use the Website in order to transmit, post, distribute, store or destroy material, including without limitation, the Website Content, (a) in violation of any applicable law or regulation, (b) in a manner that will infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the privacy, publicity or other personal rights of others, or (c) that is defamatory, obscene, threatening, abusive or hateful.

(5) Prohibited Uses. You must not misuse the Website by knowingly introducing viruses, trojans, worms, malware, logic bombs or other material which is or may be malicious or technologically harmful. You must not attempt to gain unauthorized access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website.

You are prohibited from violating or attempting to violate the security of the Website, including without limitation, the following activities:

- (a) accessing data not intended for You or logging into a server or account which You are not authorized to access;
- (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization;
- (c) attempting to interfere with service to any User or Subscriber, host or network, including,



without limitation, via means of submitting a virus to the Website, overloading, "flooding", "spamming", "mailbombing" or "crashing"; or

(d) forging any TCP/IP packet header or any part of the header information in any e-mail or newsgroup posting. Violations of system or network security may result in civil and/or criminal liability. The Business Service Center will investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting Users or Subscribers who are involved in such violations.

The Business Service Center also specifically prohibits the following:

Content on the Website that contain hyperlinks, "hidden" keywords or keywords that are irrelevant to the procurement or are otherwise misleading;

Use The Business Service Center ' vendor performance portfolios for any purpose other than as an procurement professionals seeking vendors, including but not limited to using the information in the The Business Service Center ' Performance portfolio to sell or promote any products or services;

Post or submit to the Website any incomplete, false or inaccurate biographical information or information which is not their own;

Post on the Website any franchise, pyramid scheme, "club Subscribership", distributorship or sales representative agency arrangement or other business opportunity which requires an upfront or periodic payment, pays commissions only (except for postings that make clear that the available procurement pays commission only and clearly describes the product or service that the procurement seeker would be selling, in which case such postings are permissible), or requires recruitment of other Subscribers, sub-distributors or sub-agents;

Send unsolicited mail or e-mail, make unsolicited phone calls or send unsolicited faxes regarding promotions and/or advertising of products or services to other Users or Subscribers;

Delete or revise any material posted by any other User, Subscriber or other entity;

Take any action that imposes an unreasonable or disproportionately large load on the Website's infrastructure;

Notwithstanding anything to the contrary contained herein, use or attempt to use any engine, software, tool, agent or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search the Website other than the search engine and search agents available from the Website and other than generally available



third party web browsers (e.g., Internet Explorer, Firefox, Safari);

Decipher, decompile, disassemble or reverse engineer any of the software comprising or in any way making up a part of the Website; or

Aggregate, copy or duplicate in any manner all or part of the Website Content or information available from the Website, without express written consent from The Business Service Center .

(6) User Content and Submissions. You are solely responsible for your account information, Profile, Your Content including, without limitation works in any form, media, or technology whether now known or later developed, messages, audio, video, photos, text, images, compilations or other information that You post on the Website or transmit to other Users or Subscribers. You agree that in submitting Your Content or otherwise using the Website that You will not impersonate any person, or submit any materials to the Website that are false, inaccurate, misleading, unlawful, or are otherwise in violation of your obligations under these Terms.

The following is a partial list, for illustration purposes, of User Content that is prohibited on the Website. You may not post content that:

Is implicitly or explicitly offensive, such as content that engages in, endorses or promotes racism, bigotry, discrimination, hatred or physical harm of any kind against any group or individual;

Harasses, incites harassment or advocates harassment of any group or individual;

Involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing or "spamming;"

Promotes or endorses false or misleading information or illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;

Promotes or endorses an illegal or unauthorized copy of another person's copyrighted work, such as providing or making available pirated computer programs or links to them, providing or making available information to circumvent manufacturer-installed copy-protect devices, or providing or making available pirated music or other media or links to pirated music or other media files;

Contains restricted or password only access pages, or hidden pages or images;

Displays or links to pornographic, indecent or sexually explicit material of any kind; (h) provides



or links to material that exploits people under the age of 18 in a sexual, violent or other manner, or solicits Personal / Business Information from anyone under 18; or Provides instructional information about illegal activities or other activities prohibited by these Terms, including without limitation, making or buying illegal weapons, violating someone's privacy, providing or creating computer viruses or pirating any media; and Solicits passwords or personal identifying information from other Users or Subscribers.

LINKS TO OTHER SITES.

This site may contain links to websites controlled or offered by third-parties (non-affiliates of The Business Service Center). You acknowledge that The Business Service Center is not responsible for the availability of, or the content located on or through any third-party website.

The Business Service Center makes no representations about and disclaims liability for, any information, materials, products or services posted or offered at any of the third-party websites linked to this website. By providing such links, The Business Service Center does not endorse or recommend any products or services offered or information contained therein, nor is The Business Service Center liable for any failure of products or services offered or advertised at those websites. If You decide to access such linked third-party web sites, You do so at your own risk. Your use of those third-party sites is subject to the terms of use and privacy policies of each such site, and we are not responsible for anything contained therein. You should contact the site administrator or webmaster for those third-party sites if You have any concerns regarding the content on those sites.

INTELLECTUAL PROPERTY.

You acknowledge and agree that, as between you and The Business Service Center , The Business Service Center owns, and shall continue to own, all proprietary right, title and interest (including, but not limited to, copyright, trade secret and patent) in and to The Business Service Center .com, The Business Service Center .com and all Website Content provided by The Business Service Center on the Website, including without limitation, site design, text, graphics, and interfaces ("The Business Service Center Materials"). Any use of The Business Service Center Materials including reproduction, modification, distribution, or replication, any form of data extraction or data mining or other commercial exploitation of any kind without prior written permission of an authorized officer of The Business Service Center is strictly prohibited. You agree that you will not use any robot, spider, or other automatic device or manual process to monitor or copy our website, The Business Service Center Material or any third-party content available on The Business Service Center ' websites.



By posting Your Content to any public area of The Business Service Center ' websites, including without limitation, message boards, profiles, forums, contests and chat rooms, or by otherwise submitting or transmitting any such Content to us: (i) You acknowledge, represent and warrant that such Content is original to you and that no other party has any rights thereto, or that you have the necessary licenses, rights, consents and permissions to furnish and/or license such Content and submit it to the Website, and that any "moral rights" in having the Content edited, removed, modified, published, transmitted or displayed in a manner not agreeable to you have been waived; and (ii) You automatically grant to The Business Service Center and its affiliates a royalty-free, non-exclusive, transferable, irrevocable right and worldwide license to use, copy, reproduce, modify, adapt, publish, translate, communicate to the public, perform, display and distribute such content, and to prepare derivative works of, or incorporate into other works such content in connection with the marketing and promotion of The Business Service Center or for any other purpose, in The Business Service Center ' discretion. We cannot be responsible for maintaining any Content that you provide to us, and we may delete or destroy any such Content at any time.

THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

The Business Service Center respects the intellectual property of others, and we ask You, to do the same. The unauthorized posting, reproduction, copying, distribution, modification, public display or public performance of copyrighted works constitutes infringement of the copyright owners rights. As a condition to your use of the Website, You agree not to use the Website to infringe the intellectual property rights of others in any way. The Business Service Center reserves the right to terminate your service account, and block access to the Website if You infringe (or are a repeat infringer) the copyrights, or other intellectual property rights, of others. The Business Service Center reserves the right to take these actions at any time, in its sole discretion, with or without notice, and without any liability to the party that is terminated or to the party whose access is blocked.

TRADEMARKS.

The trademarks, logos, service marks and trade names (collectively the "Trademarks") displayed on the Website or on content available through the Website are registered and unregistered Trademarks of ours and others and may not be used in violation of applicable rights. Nothing contained on the Website should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Website without the written permission of the applicable rights holder.

NOTIFICATION OF COPYRIGHT INFRINGEMENT.



If You believe that your copyrighted work has been uploaded, posted or copied to the Website and is accessible on the Website in a way that constitutes copyright infringement, please notify and provide the following information, in writing, to our Copyright Agent, designated as such pursuant to the Digital Millennium Copyright Act, 17 U.S.C. § 512(c)(2), named below:

Your address, telephone number, and email address;

A description of the copyrighted work that You claim has been infringed;

A description of where the alleged infringing material is located;

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;

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest; and

A statement by You, made under penalty of perjury, that the above information in your Notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

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CANCELLATION.

All subscriptions will automatically renew to preserve continuity. If You would like to cancel your subscription and not be charged for renewal, You must cancel before your renewal date, or your subscription will be renewed for the same term You initially selected at our current offering price. Please [click here to cancel](#). To cancel, click on the appropriate link below:

Unsubscribe from The Business Service Center.com or send email to register@TheBusinessServiceCenter.com

ORDERS FOR PRODUCTS AND SERVICES.

We may make certain products and services available to visitors and registrants of the Website. You may only order products or services if, and you hereby represent and warrant that, you are



domiciled in the United States and you are 18 years old or older. You agree to pay in full the prices for any purchases you make either by credit/debit card concurrent with your online order or by other payment means acceptable to The Business Service Center. You agree to pay all applicable taxes. If payment is not received by us from your credit or debit card issuer or its agents, you agree to pay all amounts due upon demand by us.

REFUNDS.

Cancellation and Refund Policy

Purpose of this policy. This policy sets out the circumstance that a business IS NOT entitled to a refund of application fee, membership (also known as subscription) or services rendered by [ClearRock REO](#). This policy applies to all purchases including, credit card, debit card, money order, cash, check and electronic transfers.

Application, Membership, Service and Event Fees ARE NOT refundable, transferable and no prorations will be issued to purchasers.

An Application Fee is considered validated and billable when a buyer completes both the application and payment processes. An application fee is billed as a one-time fee to the buyer.

A Membership Fee is validated when an applicant provides verbal, written or consents and attend a project meeting. A project meeting is a meeting attended by an applicant (including staff or representative of business) where upcoming, proposed and existing requirements from a government agency, private/public sector, non or not for profit has a requirement(s) for consideration of procurement of products or services for the applicant or associated business. Membership fee is a yearly fee.

A Service Fee is validated when an applicant and/or a buyer request and complete purchase for a given services. These services include, but not limited to: consultation, web design, print services, human resources, training, event related programming, graphics design, event planning, business assessment, consulting services, proposal writing, digital marketing, legal services, staffing, financial, tax, business development, certification services and promotional items. Service fee can be a one time or a monthly re-occurring fee.

An Event Fee is validated when an applicant and/or a buyer request and complete purchase for a event related purchase. The type of events offered are workshops, seminars, conferences, expo's, extravaganza's and more. Event fees include: program ad (electronic & hardcopy),



exhibitor table, admission fee, material fee, transportation, food, audio visual and more. The Event Fee is a one time **fee per event**.

Buyer agrees to pay all charges and waives any and all rights to charge back said amounts. All charges will be posted on your credit card account under the merchant name The Business Service Center. I authorize The Business Service Center to deduct from my account monthly/yearly the amount due for services rendered by The Business Service Center. I understand that the funds will be automatically withdrawn every 30 days 1 time per month or once per year. If funds are not available, any NSF charges will be added onto the amount due.

RENEWAL.

All subscriptions will renew automatically, unless we terminate it or You let us know You want to cancel. To stop auto-renewing, just cancel at any time. To cancel, click on the appropriate link below:

Unsubscribe from The Business Service Center .com or send email to register@TheBusinessServiceCenter.com

ADDITIONAL TERMS.

Certain sections or pages on the Website, or certain features or services provided thereon, may contain separate terms and conditions, which are in addition to these Terms of Use. In the event of conflicting provisions, the additional terms and conditions will govern.

TERMINATION.

The Business Service Center may discontinue your access to the Website or suspect or terminate, without notice or liability, your account Subscribership and/or your access to and use of the Website, for any violation of these Terms of Use or for any other use that The Business Service Center, at its sole discretion, deems improper.

NO RESALE OR UNAUTHORIZED COMMERCIAL USE.

You agree that you shall not resell or assign your rights or obligations under these Terms of Use. You also agree not to make any unauthorized commercial use of the Website.

AVAILABILITY OUTSIDE THE U.S.

The Business Service Center makes no claims that the Website may be lawfully viewed or accessed outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If You access the Website from outside of the United States, You do so at your own risk and are responsible for compliance with the laws of your



jurisdiction.

GOVERNING LAW.

These Terms of Use are governed by the internal substantive laws of the State of Maryland, without respect to its conflict of laws principles. Jurisdiction for any claims arising under this agreement shall lie exclusively with the state or federal courts within Maryland State.

SEVERABILITY; WAIVER.

If any provision of these Terms of Use are found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms of Use, which shall remain in full force and effect. No waiver of any term of these Terms of Use shall be deemed a further or continuing waiver of such term or any other term. In addition, The Business Service Center ' failure to enforce any term of these Terms of Use shall not be deemed as a waiver of such term or otherwise affect The Business Service Center ' ability to enforce such term at any point in the future.



The Business Service Center Privacy Policy

The Business Service Center (“**The Business Service Center**” or “**us**”), we know you are concerned about your privacy, so we developed this Privacy Policy to explain how we collect, use, and disclose your Personal / Business Information. As a guiding principal, our mission at The Business Service Center is to make a better procurement marketplace. That means we take the information you provide us and make it publicly available to a lot of people - all in order to help you find the right bid/solicitation. You control what information is made publicly available, so if you do not want us to make certain information publicly available, we give you that option. If you want to protect your identity, we give you tools to help you do that, like the ability to block certain domains from accessing your information. Read on and we will tell you how this all works.

By registering with The Business Service Center and/or using this site (the “**Site**”) or any other site that is operated by The Business Service Center, you are accepting the policies and practices described in this Privacy Policy. Each time you visit the Site or provide us with information you agree that you are consenting to our use and disclosure of the information that you provide, and consenting to receive emails, as described in this Privacy Policy. This Privacy Policy is incorporated into the The Business Service Center Terms of Service. If a term is capitalized and not defined in this Privacy Policy, it is defined in the Terms of Service.

So we are clear about the terminology we are using, when we use the phrase “**Personal / Business Information**” in this Privacy Policy, we mean information about you that is personally identifiable to you, like your name, address, e-mail address, or phone number, as well as other non-public information that is associated with the foregoing. When we use the phrase “**Non-Personal / Business Information**” in this Privacy Policy, we mean information that is not associated with or linked to your Personal / Business Information. Non-Personal / Business Information does not enable identification of or contact with, individual persons.

How We Collect Information

We receive and store information you give us (either through the Site or in some other way). You may choose, as part of the services available on the Site (the “**Services**”) Service, to enter Personal / Business Information, including your name, street address, email address, credit card number and phone number. When you create your match profile on the Site, we collect categories of information relevant to your profile, including your contact information, information about your past/current performance, government issued certifications, business licenses, contact information, logo, video, star ratings, capabilities and hours of operation. When you submit your performance portfolio information to us, we collect whatever information you include in your performance portfolio. We do all of this to help us in our effort to help you, find the right procurement opportunity.

As you use our Service, we may also passively collect certain information, including your



Internet protocol address, browser type, domain names, access times, and operating system. We record date and time of your use of the Service. This type of information is collected to make our Services more useful to you and to help us improve the Site.

How We Use Information

In general, we use your Personal / Business Information to help you find procurement opportunities. We also use your Personal / Business Information to contact you and provide you with information that may be useful or interesting to you, including newsletters regarding changes and upgrades to the Services as well as promotional e-mails. By using the Site, you agree to receive this information from us. If you do not want us to send you emails or otherwise contact you, you can always opt out of communications by sending an email to Register@TheBusinessServiceCenter.com when we contact you.

From time-to-time, we may create Personal / Business Information from Personal / Business Information by excluding information (such as your name and other contact information) that would personally identify you. Generally, we use this Personal / Business Information in statistical analysis to help us analyze patterns in the use of our Services. We reserve the right to use and disclose Personal / Business Information in our discretion.

Links to Other Sites

This Web site contains links to other sites. The Business Service Center is not responsible for the privacy practices of such other sites.

We encourage you to be aware when you leave our site and to read the privacy statements of each and every Web site that collects personally identifiable information.

This privacy statement applies only to information collected by this Web site.

Disclosure of Information

We will disclose your Personal / Business Information to procurement professionals who may have postings for procurement openings ("**Procurement Professionals**"). We do not control how procurement professionals use or disclose information they obtain from us, including Personal / Business Information, and those procurement professionals may also share your Personal / Business Information with other procurement professionals that may have procurement openings. Also, if you have come to our Site by following a link from one of our affiliates or business partners or by following a link in an online procurement posting from a potential employer, they may use the information consistent with their privacy policy instead of this Privacy Policy. Since we do not control how they may use your information, we encourage



you to read their privacy policies. In addition, we may disclose your Personal / Business Information to third parties with whom we have a co-branding or promotional relationship, including other procurement sites and our third party support provider. If you would like to know the third party marketing partners to whom we have disclosed your Personal / Business Information, just let us know and we will tell you. If you would like to opt-out from having your information shared with third party marketing partners, either click on the unsubscribe link provided when we contact you or send an e-mail to register@TheBusinessServiceCenter.com asking to be removed from future third party marketing communications. The Business Service Center does not own the data collected on our third party support pages.

Disclosure of Information

In addition, we may disclose your Personal / Business Information:

(a) if such disclosure is made to comply with the law or an order issued by a court or an authorized administrative agency, respond to a subpoena, legal process, warrant, court order or to protect the rights or property of The Business Service Center or its affiliated companies, prevent a crime, or protect the personal safety or rights of others;

(b) to our service providers for the purpose of providing services on our behalf, such as customer service (help), credit card processing, information technology services, and hosting services;

(c) as part of a merger or consolidation, or part of the sale of all or substantially all the stock or assets of the business to which the information pertains; and

(d) as part of a disposition in a bankruptcy proceeding in a transaction approved by the bankruptcy court.

Please be aware that when you voluntarily display or distribute Personal / Business Information on the Site or in other ways, that information can be collected and used by others. This may result in unsolicited messages from third parties. We cannot be responsible for Personal / Business Information you voluntarily display, disclose or distribute on the Site or in any other way.

Although we currently do not have any joint ventures, or other companies under a common control (collectively, “**Affiliates**”), we may in the future. We will share some or all of your Personal / Business Information with these Affiliates, in which case we will require our Affiliates to honor this Privacy Policy.

How to Limit the Ability of Others to See Your Information



Giving you tools to help you protect your contact information is a vital part of our mission. The Services provide you the option to the option to block people accessing the Site from certain domains from viewing your information.

You need to be careful, because your performance portfolio or other information you provide to us will reveal your identity. It is up to you to make sure you are comfortable with the information you provide. The Business Service Center does not have any obligation to modify: (1) potentially identifying information in your Disclosed Profile, or (2) your performance portfolio to remove or mask information that may identify you. Your **“Performance Portfolio”** means your Personal / Business Information that The Business Service Center may disclose to a procurement professionals (including your performance portfolio

Procurement professionals Use of Your Performance Portfolio

Note that The Business Service Center does not have any control over how a procurement professionals uses and discloses your Personal / Business Information, including information you provide directly to that procurement professionals. You acknowledge and agree that (1) The Business Service Center does not evaluate any employer’s privacy practices, and (2) The Business Service Center will not have any liability for any actions of any procurement professionals. You should know that procurement professionals to whom we may disclose your performance portfolio may share your performance portfolio with others.

Accessing and Controlling Your Information

We are committed to giving you control over your Personal / Business Information. You may access the Personal / Business Information you provide to us, and may modify or delete that information, by logging into to your account and editing it. If you request that we delete your Personal / Business Information we will, but we may retain Personal / Business Information that was derived from your Personal / Business Information, and we may also retain your Personal / Business Information in our backup files for a period of time. Please re-subscribe, however, that if we have already disclosed some of your Personal / Business Information, we can not access that Personal / Business Information any longer and can not force the deletion or modification of that Personal / Business Information by the parties to whom we have made those disclosures.

Security

The Business Service Center is committed to protecting the security of your Personal / Business Information. We use a variety of industry-standard security technologies and procedures to help protect your Personal / Business Information from unauthorized access, use, or disclosure.



In particular, all credit card transactions on our site are conducted using SSL encryption. Even though we have taken steps to ensure that your Personal / Business Information is not intercepted, accessed, used, or disclosed by unauthorized persons, you should know that we cannot fully eliminate security risks associated with Personal / Business Information. You assume all responsibility and risk for your use of the Site and the information you post or access through the Site.

User Feedback

If you provide feedback, any such comments and any email we receive becomes the property of The Business Service Center. We may use feedback for marketing purposes or to add to or modify our Services without paying any royalties or other compensation to you.

Changes

This Privacy Policy is subject to occasional revision, and if we make any material changes to it, we will either alert you via e-mail or post an alert on our home page. If you object to any such changes, you must cease using our Service and request that we delete your profile. Continued use of our Service following notice of any such changes shall indicate your acknowledgement of such changes and agreement to be bound by the terms and conditions of such changes. All such changes will apply to previously collected information.

Contact

If you have questions or concerns about our Privacy Policy, please contact us at:
register@TheBusinessServiceCenter.com

Additional TRUSTe Protection

The Business Service Center is a licensee of the TRUSTe Privacy Program. TRUSTe is an independent, organization whose mission is to build users trust and confidence in the Internet by promoting the use of fair information practices. This privacy statement covers the Web site www.TheBusinessServiceCenter.com. Because this Web site wants to demonstrate its commitment to your privacy, it has agreed to disclose its information practices and have its privacy practices reviewed for compliance by

TRUSTe.

If you have questions or concerns regarding this statement, you should first contact register@TheBusinessServiceCenter.com. If you do not receive acknowledgement of your inquiry or your inquiry has not been satisfactorily addressed, you should contact TRUSTe at http://www.truste.org/consumers/watchdog_complaint.php TRUSTe will then serve as a liaison with us to resolve your concerns.

Thank you for using our Site



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Last Updated: October 1, 2015