BanyanRFP Terms of Use

By visiting the BanyanRFP web site you, on behalf of yourself and any legal entity you represent, agree to adhere to the following Terms of Use. This user agreement (the "User Agreement") was posted here on April 15, 2012 and applies to all users of the web site regardless of their date of first use.

Scope

When you register to use the BanyanRFP web site, you must read and accept both this User Agreement and the BanyanRFP privacy policy (the "Privacy Policy"). By accepting this User Agreement, you agree on behalf of yourself and any legal entity you represent that this User Agreement and the Privacy Policy will apply whenever you use this web site and any services made available by BanyanRFP. In addition, to the extent you create, administer, read or respond to any request for proposal being processed using this web site (an "RFP"), then you must read and accept the Terms and Conditions of RFP Process on behalf of yourself and any legal entity you represent ("Terms and Conditions of RFP Process").

Use of BanyanRFP

While using this web site or any service provided by BanyanRFP you, inclusive of yourself and any legal entity you represent, will not:

- violate any laws, third party right, our Privacy Policy or, when applicable, the Terms and Conditions of RFP Process;

- use this web site or our services if you are not able to form legally binding contracts for yourself and any legal entity you represent;

- fail to make timely payment of any amounts owed to us for the use of this web site or our services or otherwise manipulate our fee structure or billing process;

- post false, inaccurate, misleading, defamatory, or libelous content;

- transfer your registration at this web site and any user identification information to another party without our consent;

- distribute or post spam, unsolicited, or bulk electronic communications using any communication tools at our web site;

- distribute viruses or any other technologies that may harm our web site, or the interests or property of other users of our web site;

- copy, modify or distribute rights or content from this web site or any BanyanRFP copyrights or trademarks;

- attempt to copy or reverse engineer the functionality of our web site in any way; or

- harvest or otherwise collect information about other users without their consent.

Violations

Without limiting other remedies, we may limit, suspend or terminate our services and user registration, prohibit access to our web site or services we provide, delay or remove hosted content, and take technical and legal steps to keep users off our web site if we think that they are creating problems or possible legal liabilities, infringing the intellectual property rights of third parties, or acting inconsistently with the letter or spirit of any of our policies or terms and conditions associated with the use of our web site. We also reserve the right to modify or discontinue our web site or services we provide.

Fees

We charge fees to customers who use our web site to create and administer RFP's. When you create an RFP, you have an opportunity to review and accept the schedule used to calculate the fees that you will be charged before you make the RFP active. We reserve the right to change our fee schedule. Changes to the fee schedule become effective immediately but do not apply to any RFP's that are active at the time the changes otherwise become effective. We may choose to change the fees for our services temporarily for promotional events or new services, and such changes may apply to all or only some of our users. In addition, in our sole discretion, we may agree to provide different users with different fee structures based upon their level of usage of our site or other factors.Unless otherwise stated, all fees are quoted in U.S. Dollars. You are responsible for paying all fees and applicable taxes associated with our web site and services in a timely manner with a valid payment method. If your payment method fails or your account is past due, we may collect fees owed using other collection mechanisms.

Limitation of Liability

You will not hold BanyanRFP responsible for other users' content, actions or inactions. We are not involved in the actual transaction between our customers who create and administer RFP's and the parties they invite to

respond to RFP's. We have no control over and do not guarantee the quality, safety, truthfulness, accuracy or legality of either the content of any RFP or any response received to the same that is created or administered through the use of our web site. We also have no control over and do not guarantee the completion of any project for which an RFP is posted at our site, whether a party that creates and administers an RFP shall engage any particular service provider who responds to the RFP or the terms of any engagement between the creator of an RFP and any service provider who responds to the same.

We also cannot guarantee continuous or secure access to our web site or our services. The operation of our web site and our services may be interfered with by numerous factors outside of our control. Accordingly, to the extent legally permitted, we exclude all implied warranties, terms and conditions. We are not liable for any loss of money, goodwill or reputation, or any special, indirect or consequential damages arising, directly or indirectly, out of your use of or your inability to use our web site or our services.

Regardless of the previous paragraphs, if we are found to be liable for anything associated with the use of our services or web site, our liability to you or to any third party is limited to the greater of (a) the total fees you paid to us in the 12 months prior to the action giving rise to the liability, or (b) $2,000.

Release

If you have a dispute with one or more users, you release us (and our officers, directors, agents, affiliates and employees) from claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes.

Access and Interference

Some of the information on our web site is updated on a real-time basis and is proprietary or may be licensed to BanyanRFP by our users or third parties. You agree that you will not use any robot, spider, scraper or other automated means to access the web site for any purpose unless we provide you a signed writing granting you permission to do so. Additionally, you agree that you will not:

- copy, reproduce, modify, create derivative works from, distribute, or publicly display any content (except for your information) from the sites without our prior express written permission and the appropriate third party, as applicable;

- interfere or attempt to interfere with the proper working of the web site or any service offered by BanyanRFP;

- attempt to copy or reverse engineer any functionality of our web site in any way; or

- bypass any measures we may use to prevent or restrict access to any portion of our web site.

Privacy

Your privacy is important to us. We do not sell or rent your personally identifying information to third parties. We use your information only as described in our Privacy Policy. For a more complete description of how we use and protect your personal information, view our Privacy Policy. If you object to your information being transferred or used in this way, do not use our web site or our services.

Indemnity

You will indemnify and hold us (and our officers, directors, agents, affiliates and employees) harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this User Agreement, our Terms and Conditions of RFP Process or your violation of any law or the rights of a third party.

No Agency

No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this User Agreement.

Governing Law

This User Agreement shall be governed in all respects by the laws of the State of Minnesota, without regard to conflict of law provisions. You agree that any claim or dispute you may have against BanyanRFP must be resolved exclusively by a state or federal court located in Hennepin County, Minnesota. You agree to submit to the personal jurisdiction of the courts located within Hennepin County, Minnesota for the purpose of litigating all such claims or disputes.

Additional Terms The following policies and conditions, including all policies referenced in them, are part of this Agreement and provide additional terms and conditions related to the use of our web site and our provision of services:

- Privacy Policy

- Terms and Conditions of RFP Process

Each of these policies or conditions may be changed from time to time. Changes take effect when we post them on the web site.

General

If any provision of this User Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. In our sole discretion, we may assign this User Agreement by posting notice of such assignment on our web site. Headings are for reference purposes only and do not limit the scope or extent of such section. Our failure to act with respect to a breach by you or others doesn't waive our right to act with respect to subsequent or similar breaches. We do not guarantee we will take action against all breaches of this User Agreement.

We may amend this User Agreement at any time by posting the amended terms on this web site. Except as stated elsewhere, all amended terms shall automatically be effective 10 days after they are initially posted. This User Agreement may not be otherwise amended except in a writing hand signed by you and us. For purposes of statements about signed writings in this User Agreement, a "writing" doesn't include an email message and a signature doesn't include an electronic signature.

This User Agreement sets forth the entire understanding and agreement between us with respect to the subject matter hereof. This User Agreement may not be terminated by you and you may not assign or otherwise transfer your rights or obligations hereunder.