

## **Terms of Use**

VERSAIC INC. ("Versaic") provides access to its services (the "Services") subject to the following Terms of Use, which constitute a legal contract between you as either an individual or a legal entity ("You" or "User" or "Subscriber") and Versaic. The term "Subscriber" refers to the individual or legal entity who has subscribed to the Versaic Services in order to manage proposals, requests and other information.

BY COMPLETING THE REGISTRATION PROCEDURES AND CLICKING ON THE "I ACCEPT" BUTTON OR OTHERWISE ACCESING OR USING THE SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF USE.

If You are agreeing to these Terms of Use on behalf of a legal entity, You represent that You have the authority to bind such legal entity to the Terms of Use. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO BE BOUND BY THESE TERMS OF USE, YOU ARE NOT AUTHORIZED TO USE THE SERVICES AND YOU ARE REQUIRED TO CLICK ON THE "I DO NOT ACCEPT" BUTTON, EXIT THE PROGRAM, AND NOT USE OR ACCESS THE SERVICES.

These Terms of Use were last updated on June 18, 2014. It is effective between You and Versaic as of the date of accepting these Terms of Use.

### **1. Changes to User Terms and Conditions**

Versaic reserves the right, from time to time, in its sole discretion, to establish or modify the terms and conditions governing Your use of the Services by posting such changes on its website accessible by You or as otherwise provided in these Terms of Use.

### **2. Versaic is Only a Venue**

2.1 The Versaic website acts as the venue for Users to submit information related to requests and proposals and/or report requested information, and for Subscriber to manage such information. Versaic is not involved in the actual transaction between Subscriber and Users and Versaic has no control over the content of the data provided by Users or Subscriber or the truth or accuracy of the information provided by Users or Subscriber. Versaic has no control over, or knowledge of, any action taken by Subscriber with respect to the information submitted by Users.

2.2 In the event that You have a dispute with one or more Users, You hereby release Versaic, and its officers, directors, agents, employees, subsidiaries, suppliers, successors and assigns, from all claims, demands and damages of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such disputes. If You are a California resident, You hereby waive California Civil Code §1542, which says: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his settlement with the debtor."

### **3. User Responsibilities**

3.1 You are solely responsible for: (a) any and all activities that occur under Your account; (b) the safe keeping and use of Your account password; and (c) properly exiting and logging off from Your account. You agree not to share Your password with any person or entity not authorized to use Your account. You further agree to notify Versaic immediately of any unauthorized use of Your password or account, or any other breach of security that is known or suspected by You. Versaic is not liable for any unauthorized access to, or alteration of, Your account, or any transmissions, material, information or data sent or received using Your account, regardless of whether the same is actually received by Versaic, or any transactions entered into using or through the Services, or any failure by You to abide by these Terms of Use.

3.2 Versaic has no responsibility to verify any facts posted on the website. You represent and warrant that: (a) You have the authority to submit information and other content to Versaic for distribution; and (b) the content submitted and its distribution will not violate any copyright, trademark or service mark rights, right of privacy or publicity or other right of any person, and is not obscene, libelous, slanderous or otherwise defamatory, false or misleading.

### **4. Misuse**

4.1 Versaic reserves the right to reject a User's content if Versaic determines, in its sole discretion, that the content is unsuitable. The reasons for rejection may include, but are not limited to, content which contains adult material, obscenities or profanity, or which promotes violence, illegal activities, or discrimination based on race, sex, religion, age, nationality, sexual orientation, disability or any other basis protected by federal, state or local law.

4.2 You agree that You will not Misuse the Services. "Misuse" includes, but is not limited to, any of the following:

- (a) Disrupting any aspect of Versaic's operations;
- (b) Interfering with another of Versaic's customer's access to or use of the website;
- (c) Taking any action that will or could impose an unreasonable or disproportionately large load on the website infrastructure;
- (d) Distributing or publishing any information that degrades, embarrasses, harasses, humiliates, intimidates, or threatens any individual or group of individuals on account of their age, ancestry, color, ethnicity, marital status, medical condition, mental or physical disability, national origin, race, sex, sexual orientation, union or nonunion affiliation, or any other basis protected by federal, state or local law;
- (e) Abusing, defaming, harassing, stalking, threatening, or otherwise violating another's legal rights, including, but not limited to, rights of privacy and publicity;

- (f) Downloading or uploading files (such as computer viruses, corrupt files, or similar software) that may damage the operation of Versaic's or another's computers or systems;
- (g) Downloading or uploading files that contain materials (including, but not limited to, software) that violate Versaic's or another's intellectual property, privacy or publicity rights;
- (h) Misrepresenting or omitting the origin or source of any file that You download or upload;
- (i) Downloading or uploading files that do not contain proprietary language, author attributions, and/or copyright, patent or trademark notices as may be required by the owners of any intellectual property contained therein;
- (j) Distributing or publishing any obscene, infringing or unlawful material;
- (k) Engaging in any commercial purpose unrelated to management of Your past, present, future and prospective sponsorships and corporate social responsibility programs, including, but not limited to:
  - (i) Advertising or offering to sell any goods or services;
  - (ii) Conducting contests or surveys;
  - (iii) Distributing chain letters, or advertising with respect to any ponzi scheme or pyramid scheme; and
  - (iv) Advertising or offering to sell any business opportunities, direct sales opportunities, employment, independent contractor positions, multi-level marketing opportunities or securities;
- (l) Disclosing or transmitting confidential information, trade secrets or other confidential and/or protected proprietary data of Versaic, any of its suppliers or any third party, without express written authorization from such individuals or legal entities;
- (m) Copying, creating derivative works from, displaying, distributing, licensing, performing, publishing, recreating, reproducing, selling, transferring or transmitting any information, products, services or software obtained by, from, or through the website;
- (n) Monitoring or copying any content by using any manual process, or any robot, spider or other automatic device, without first obtaining Versaic's express prior written consent;
- (o) Engaging in any fraudulent activity in connection with the website; or
- (p) Engaging in any other conduct that violates these Terms of Use, any other agreement between You and Versaic, or applicable law.

## **5. Termination and Suspension**

These Terms of Use are effective upon acceptance during registration by You. Versaic may at any time, and in its sole discretion, terminate or suspend all rights granted to You hereunder, including Your password and account, if it determines that You have failed to fully comply with these Terms of Use.

## **6. Your Information**

6.1 Your "User Profile Information" is defined as any information You provide on Your registration form. "Content" is defined as any other information You enter into the Versaic Services. You are solely responsible for Your User Profile Information and Content, and Versaic acts solely as a conduit for Your online distribution and publication of Your User Profile Information and Content.

6.2 By accepting these Terms of Use, You hereby grant Versaic: (a) a non-exclusive license to display and distribute the Content, in whole or in part, at the discretion of Versaic, to fit the parameters of the Versaic Services; and (b) the right to grant a sublicense to Users to print out such Content and to distribute such Content subject to the terms of any agreement between Versaic and such Users.

6.3 Your User Profile Information will be used in accordance with Versaic's Privacy Policy, which may be amended from time to time, at the sole discretion of Versaic, subject to applicable law. The terms and conditions of the Privacy Policy are incorporated herein by reference. Please refer to the Privacy Policy posted on the website and carefully read the terms and conditions of the Privacy Policy.

## **7. Breach**

Without limiting other remedies, Versaic may temporarily suspend, indefinitely suspend or terminate Your membership and refuse to provide the Services to You: (a) if You breach these Terms of Use or any of the documents referred to herein; (b) if Versaic is unable to verify or authenticate any information You provide to Versaic; or (c) if Versaic believes that Your actions may cause legal liability for You, Versaic or any third party.

## **8. Links to Other Sites**

The website contains links to third party websites. Versaic provides these links solely as a convenience to Users and Subscriber and does not necessarily endorse the content of such third party websites. Versaic is not responsible for the content of any linked third party websites and does not make any representations regarding the content or accuracy of materials on such websites. If You decide to access these linked third party websites, You do so at Your own risk.

## **9. No Warranty**

EXCEPT FOR ANY EXPRESS WARRANTIES WHICH MAY BE SET FORTH IN OTHER AGREEMENTS BETWEEN YOU AND VERSAIC, VERSAIC PROVIDES THE WEBSITE AND SERVICES TO YOU "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, INCLUDING ANY IMPLIED OR STATUTORY WARRANTIES. VERSAIC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You understand that the Services may include inaccuracies or errors. Versaic does not guarantee continuous, uninterrupted or secure access to the Services, and operation of the website may be interfered with by

numerous factors outside of Versaic's control. Some states do not allow the disclaimer of implied warranties, so the foregoing disclaimer may not apply to You.

## **10. Limitation of Liability**

10.1 IN NO EVENT SHALL VERSAIC OR ITS SUPPLIERS BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE WEBSITE, THE SERVICES, THESE TERMS OF USE, OR ANY OTHER AGREEMENT BETWEEN YOU AND VERSAIC, HOWEVER ARISING, INCLUDING NEGLIGENCE OR STRICT LIABILITY, EVEN IF VERSAIC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2 VERSAIC'S TOTAL LIABILITY, WHETHER ARISING OUT OF CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT OR WARRANTY, SHALL NOT EXCEED THE AMOUNT PAID TO VERSAIC BY YOU. Some states do not allow this limitation of liability, so the foregoing limitation may not apply to You.