



## **BidVault SaaS Terms and Conditions**

### **1. Introduction**

Welcome to BidVault, a software-as-a-service (SaaS) content platform provided by Bidding Ltd ("We", "Us", "Our"). By accessing or using BidVault, you ("The Client") agree to comply with and be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you must not use BidVault.

### **2. Definitions**

2.1 "Agreement" refers to these Terms and Conditions and any other documents incorporated by reference.

2.2 "Services" refers to the provision of access to model bid responses through the BidVault platform.

2.3 "Subscription Term" refers to the twelve (12) month period during which The Client has access to BidVault, subject to renewal as specified herein.

2.4 "Renewal Term" refers to the automatic twelve (12) month renewal of The Client's subscription, unless notice is provided as detailed in Section 4.

### **3. Services Provided**

3.1 BidVault provides access to model bid responses designed in line with common bid scoring criteria.

3.2 The Client acknowledges that BidVault is intended to assist in preparing bid submissions but does not guarantee any specific outcomes, results, or scores.

### **4. Subscription Term, Renewal, and Access**

4.1 The standard term for using BidVault is twelve (12) months ("Subscription Term").

4.2 Access to BidVault will be granted upon clearance of the initial payment.

4.3 Unless The Client provides thirty (30) days written notice prior to the end of the current Subscription Term, the subscription will automatically renew for an additional twelve (12) months ("Renewal Term").

4.4 The Client acknowledges and agrees that failure to pay renewal fees on time may result in the suspension of access to BidVault. Access will be reinstated upon clearance of outstanding renewal fees.

4.5 The Client may choose either monthly or annual payment plans for the Subscription Term.

4.6 In the event of non-payment or failure to renew the subscription, We reserve the right to suspend or terminate access to the Services.

### **5. Payment Terms**

5.1 Payments for the BidVault subscription can be made via BACS or Direct Debit.

5.2 The Client agrees to make all payments in accordance with the chosen payment schedule, either monthly or annually.



5.3 All payments are non-refundable.

5.4 We reserve the right to change the subscription fees upon renewal, provided The Client is given at least sixty (60) days notice before the end of the current Subscription Term.

## 6. No Termination for Convenience

6.1 The Client acknowledges that this agreement does not allow for termination for convenience during the active Subscription Term.

6.2 The Client is committed to the full term of the subscription chosen.

## 7. Service Availability

7.1 While BidVault is not intended to be business-critical, we strive to ensure that the platform is available for use with minimal interruptions.

7.2 We aim to maintain a high level of service quality and make reasonable efforts to keep the platform operational 24/7, except during scheduled maintenance periods.

7.3 Scheduled maintenance and updates may result in temporary unavailability. We will provide advance notice of such maintenance whenever possible to minimize disruption.

7.4 Despite our efforts, we do not guarantee uninterrupted access and will not be liable for any downtime or service interruptions. We appreciate The Client's understanding and patience during such events.

## 8. Limitation of Liability

8.1 Bidding Ltd shall not be liable for any final submissions in which BidVault content is used.

8.2 The Client assumes full responsibility for the use of the content provided through BidVault, including compliance with bid requirements and criteria.

8.3 Bidding Ltd's liability to The Client for any direct damages shall be limited to the amount paid by The Client for the Subscription Term during which the damage occurred.

8.4 In no event shall Bidding Ltd be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, data, or use, whether in an action in contract or tort, even if We have been advised of the possibility of such damages.

## 9. Intellectual Property

9.1 All content, including but not limited to text, software, and materials provided through BidVault, is the intellectual property of Bidding Ltd.

9.2 The Client is granted a non-exclusive, non-transferable right to access and use the content for the term of the subscription.

9.3 The Client shall not reproduce, distribute, or create derivative works from the content without prior written permission from Bidding Ltd.

9.4 Any feedback, suggestions, or ideas provided by The Client regarding BidVault shall become the property of Bidding Ltd.

## 10. Confidentiality



10.1 Both parties agree to maintain the confidentiality of any proprietary information received from the other party during the term of this agreement.

10.2 This obligation extends beyond the termination or expiration of this agreement.

10.3 Confidential information shall not include information that: (i) is or becomes publicly known through no wrongful act; (ii) is independently developed without breach of this agreement; (iii) is received from a third party without breach of any confidentiality obligation; or (iv) is required to be disclosed by law or by a governmental authority.

## 11. Data Protection and Privacy

11.1 We will process any personal data in accordance with applicable data protection laws and our Privacy Policy, which can be found on our website.

11.2 The Client agrees to obtain all necessary consents from its employees or representatives whose data may be processed by Us as part of providing the Services.

11.3 The Client retains ownership of all data it uploads to the BidVault platform. We will not use this data for any purpose other than to provide the Services.

## 12. Governing Law and Dispute Resolution

12.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

12.2 Any disputes arising from or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12.3 In the event of a dispute, the parties agree to attempt to resolve the matter amicably through negotiation before pursuing any legal action.

## 13. Termination

13.1 We reserve the right to terminate The Client's access to the Services immediately and without notice if The Client breaches any provision of these Terms and Conditions.

13.2 Upon termination, The Client's right to use the Services will immediately cease, and The Client must cease all use of the Services.

13.3 Termination does not affect any rights or remedies which have accrued prior to termination.

## 14. Force Majeure

14.1 Bidding Ltd shall not be liable for any failure to perform its obligations under this agreement if such failure results from circumstances beyond our reasonable control, including but not limited to acts of God, war, riot, civil unrest, pandemics, governmental actions, fire, flood, or any other similar events.

## 15. Notices

15.1 All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the mail, postage prepaid, to the address specified below:

Bidding Ltd



31 The Calls, LS2 7EY  
Email: [info@biddingltd.co.uk](mailto:info@biddingltd.co.uk)

#### 16. Entire Agreement

16.1 These Terms and Conditions constitute the entire agreement between The Client and Bidding Ltd with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral.

16.2 Any modifications to this agreement must be in writing and signed by both parties.

#### 17. Severability

17.1 If any provision of these Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

#### 18. Waiver

18.1 The failure of either party to enforce any right or provision of these Terms and Conditions shall not constitute a waiver of that right or provision.

#### 19. Assignment

19.1 The Client may not assign or transfer any of its rights or obligations under these Terms and Conditions without the prior written consent of Bidding Ltd.

19.2 Bidding Ltd may assign or transfer its rights and obligations under these Terms and Conditions without The Client's consent.

By accessing and using BidVault, The Client acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.