

PARTICIPATING BUYER AGREEMENT

Welcome to the USA Buyers Marketplace!

This electronic Marketplace will enable you to purchase goods and services efficiently and competitively over the Internet from a nationwide listing of vendors. This Marketplace is operated by International eProcurement LLC ("IELLC").

The USA Buyers Marketplace will provide buyers the ability to generate requests, solicit and receive bids and proposals, make awards, track usage, among many other features. It will also provide a wide variety of vendors with access to Requests from Buyers across the country on a local, state, regional or national basis.

In utilizing this Marketplace, it is important that you understand the nature of the Marketplace and certain terms and conditions that govern its use. Your subsequent use of this Marketplace site constitutes your agreement to these terms and conditions, which are stated below. Before conducting procurement activities, you will be asked to acknowledge this agreement the first time you login.

TERMS AND CONDITIONS OF USE

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

Conduit Services Only. The USA Buyers Marketplace provides only an Internet conduit through which you may communicate your procurement needs to potential vendors, for vendors to respond to your requests and for you to enter into contracts for purchase from vendors in electronic form. You understand, however, that this Marketplace site operates only as a venue for entering into these transactions and that the participating vendors are neither owned nor controlled by IELLC. Accordingly, IELLC makes no representation of any kind concerning the reputation, reliability or any other matter concerning participating vendors. You must conduct your own inquiries concerning the qualifications and reputation of vendors, just as you would when using a paper-based procurement method. You must look only to the vendors with whom you choose to transact business for performance of any agreements with them.

Vendor Representations and Warranties. IELLC does not verify or vouch for the information supplied or representations made by vendors on this site and make no warranty of any kind to you concerning any vendor or any goods or services offered by any vendor using this Marketplace. You must look solely to the vendor with respect to any vendor-supplied information, representations, and warranties. Therefore: 1) IELLC 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) IELLC FURTHER DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, CONCERNING INFORMATION

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Availability and Operation of the Site. While every effort will be made to keep the Marketplace 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 organization will have any claim against IELLC because of any non-availability of the site at a particular time or times or any failure of the Marketplace to operate as intended.

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

Information You Provide. You agree that any information you provide about yourself or your organization when registering to use the USA Buyers Marketplace or after registration is true, accurate, current, and complete and that you will maintain and update that information to ensure that it remains true, accurate, current, and complete. If IELLC suffers any claim or incurs any liability because of information entered into the site by users of your organization's account, your organization will indemnify IELLC against such claim or liability including costs and attorney's fees incurred in defending against it.

Security. IELLC uses industry-standard security measures, including encryption, to safeguard any information you may provide to us on our website. Your organization has the responsibility to manage your internal security by safeguarding your organization's password and establishing your own internal security procedures, as you would for paper procurements, 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 IELLC and a new password will be assigned for your organization's use.

However, please remember that perfect security does not exist on the Internet, and IELLC does not and cannot guarantee that information will in all cases remain secure.

Responsibility for Procurement Activities. You agree that the full responsibility for the procurement process lies with your organization. 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 purchase of goods or services by your organization. IELLC shall have no responsibility for ensuring that purchases of goods or services using this Marketplace will comply with such laws, ordinances, regulations, and policies. As in a paper transaction of solicitation and contracting, the organization, in using the Marketplace, has the responsibility solely and exclusively for the procurement including, but not limited to, the following:

- Determining the buyer needs

- Preparing the specifications
- Preparing and assuring the completeness of the Requests
- Evaluating the vendors
- Selecting the best qualified bid or proposals
- Compliance with all applicable legal requirements
- Establishing the terms and conditions of the contract
- Assuring proper authorization to enter into a contract and the proper administration of any resulting contract.
- Maintaining the security and integrity of the procurement process

Disclosure of Fees. The design, maintenance and operation of the Marketplace do require substantial costs and investment. In electing to utilize the marketplace, you agree to pay a annual unlimited usage licensing fee. This is an annual fee which may be renewed year to year unless the contract addresses additional future use. The licensing fees can be seen by logging in and going to the Manage Fees link on the left-hand side software menu. Here, you will see a running total of invoices and payments related to the annual fees agreed to by your organization to access the Marketplace. Vendors **do not** pay a fee a fee to access your request information as a dedicated vendor to you.

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 or company name, mailing address, email address). We do not share this personally identifiable information with any third parties. We do, however, share aggregate transactional information.

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You agree not to hold IELLC responsible for any loss or damage of any sort incurred because 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.

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

Access to Internet. You agree that 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 IELLC control. You understand and agree that the linking of the Marketplace to other sites does not mean that these sites are endorsed by IELLC, and IELLC 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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Termination. IELLC reserves the right to terminate your access to the site or to any or all its services at any time. In event of such termination IELLC shall have no responsibility to notify third party providers of service or other users.

Changes to Terms and Conditions of Use. IELLC 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 Marketplace, be required to acknowledge and agree to the new conditions during the login process.

Law Applicable, Limitations. This site is controlled and operated by IELLC from its location in Las Vegas, Nevada. These Terms and Conditions of Use should therefore be construed in accordance with the laws of the State of Nevada, without regard to any conflict of law's provisions. Exclusively the Justice Court in Clark County, Nevada or the Eighth Judicial District Court for the State of Nevada 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.