



## QuikFuse™ Terms of Use

First, we hate these as much or more than anyone else but, alas, it is necessary to protect both of us so here it goes...

QuikFuse™ is not a US Government operated site and is not affiliated with GSA eBuy. In using this website you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, Privacy Statement and Disclaimer Notice and any or all Agreements: "Client", "You" and "Your" refers to you, the person accessing this website and accepting the Company's terms and conditions. "The Company", "Ourselves", "We" and "Us", refers to our Company isiFederal LLC DBA QuikFuse.com. "Party", "Parties" refers to both the Client and ourselves, or either the Client or ourselves. All terms refer to the offer, acceptance and consideration of payment necessary to undertake the process of our assistance to the Client in the most appropriate manner, whether by formal meetings of a fixed duration, or any other means, for the express purpose of meeting the Client's needs in respect of provision of the Company's stated services/products, in accordance with and subject to, prevailing English Law. Any use of the above terminology or other words in the singular, plural, capitalization and/or he/she or they, are taken as interchangeable and therefore as referring to same.

QuikFuse™ is authorized by you to perform specific eBuy related functions that you would normally perform when obtaining information relevant to a GSA eBuy posting. This specifically includes logging into your GSA eBuy account as your authorized agent to perform the following tasks:

- 1) Collect RFQ, RFP, RFI information including attachments, contact information, notification particulars, forms, tables and response requirements posted to your GSA eBuy
- 2) Provide or amend your eBuy bid status that you execute through clicking a link on your email.
- 3) Collect your submitted GSA eBuy pricing and populate a tracking spreadsheet that is exclusive to your account.
- 4) Register a unique QuikFuse.com email in your GSA eBuy registry as an approved contact for monitoring opportunities.

What we use your GSA eBuy information for:

- 1) To log into your eBuy account and provide you with complete and immediate notification of opportunities posted.
- 2) To create an effective tracking mechanism for your opportunities, bids and submissions.
- 3) Compare opportunities that are populated on your schedule to determine if that particular opportunity is a restricted competition opportunity.
- 4) Assemble buyer and end delivery information for future follow-up.

What we don't do with your GSA eBuy information:

- 1) We never share your sensitive or proprietary data with anyone, ever.
- 2) We don't share your pricing process or profitability with anyone, ever.
- 3) We don't submit or change, or recommend changes to your pricing.

How we protect your information:

- 1) Your information is protected by your eBuy login and password. It is important to remember that when you provide your GSA eBuy password to other parties, QuikFuse uses that same information so you are also consenting to access to QuikFuse™.
- 2) The main GSA contact registered in GSA eBuy will be notified what a New subscriber to QuikFuse™ is using that account.

## **Privacy Statement**

We are committed to protecting your privacy. QuikFuse™ will not make your information available to third parties unless you expressly instruct us to do so. Additionally, QuikFuse™ will only utilize your personal information to support the operation of your QuikFuse™ account. Authorized employees within the company will have access to your information on a need to know basis. We constantly review our systems and data to ensure the best possible service to our customers. All of your information is password protected and provided over an encrypted secure socket layer (SSL) certificate. The US Government has created specific offences for unauthorized actions against computer systems and data. We will investigate any such actions with a view to prosecuting and/or taking civil proceedings to recover damages against those responsible.

## **Data Ownership**

Live GSA eBuy data is property of the US government and subject to proper handling procedures as defined by GSA eBuy terms and conditions. You have the right to obtain this information via email BUT you do not have the right to forward it outside of your company's control or to unauthorized persons. Once closed, all data that is publically made available by the US government is not considered to be sensitive or proprietary. All data assembled, amended or presented by QuikFuse™ is considered to be proprietary to isiFederal and licensed to you for use within your company as your QuikFuse™ account allows. Upon cancellation, all bid data will be archived and

stored by isiFederal for future use. You will have access to download your archived file for 90 days from cancellation date.

## Confidentiality

All data collected pertaining to your company will remain confidential and password protected by you. We are registered under the Data Protection Act 1998 and as such, any information concerning the Client and their respective Client Records may be passed to third parties. However, Client records are regarded as confidential and therefore will not be divulged to any third party, other than GSA and if legally required to do so to the appropriate authorities. Clients have the right to request sight of, and copies of any and all Client Records we keep, on the proviso that we are given reasonable notice of such a request. Clients are requested to retain copies of any literature issued in relation to the provision of our services. Where appropriate, we shall issue Client's with appropriate written information, handouts or copies of records as part of an agreed contract, for the benefit of both parties.

We will not sell, share, or rent your personal information to any third party or use your e-mail address for unsolicited mail. Any emails sent by the QuikFuse™ delivery system will only be in connection with the provision of agreed services and products.

## Disclaimer

### Exclusions and Limitations

The information on this web site is provided on an "as is" basis. To the fullest extent permitted by law, this Company:

excludes all representations and warranties relating to this website and its contents or which is or may be provided by any affiliates or any other third party, including in relation to any inaccuracies or omissions in this website and/or the Company's literature; and

excludes all liability for damages arising out of or in connection with your use of this website. This includes, without limitation, direct loss, loss of business or profits (whether or not the loss of such profits was foreseeable, arose in the normal course of things or you have advised this Company of the possibility of such potential loss), damage caused to your computer, computer software, systems and programs and the data thereon or any other direct or indirect, consequential and incidental damages.

The above exclusions and limitations apply only to the extent permitted by law. None of your statutory rights as a consumer are affected.

## Updates and Downtime

QuikFuse™ is dependent upon GSA eBuy for its information. When GSA changes its system, QuikFuse™ will be updated as corrections and appropriate testing will allow. Updates will occur during non-peak times and weekends. On occasion, GSA eBuy will be down for updates, therefore QuikFuse™ will also be down until GSA ebuy is operational.

## Payment

All major Credit/Debit Cards are all acceptable methods of payment. Our Terms are payment in full each month prior to services being rendered. Accounts that are not verified or are declined by the monthly anniversary date will be notified of suspension. Suspended accounts will be maintained in full functionality for 45 days and upon payment will be updated in full to the client once payment is received. Accounts lapsing beyond 45 days will be considered cancelled and all data operations will cease.

## Cancellation Policy

Either of us have the right to terminate this arrangement at any time for any reason however, you are responsible for paying for QuikFuse™ until your account is cancelled. Your account can be cancelled by logging into your account and selecting to cancel, emailing [support@quikfuse.com](mailto:support@quikfuse.com) with the subject line "Cancel" or calling QuikFuse™ customer support at 888-775-2712.

## Termination of Agreements and Refunds Policy

Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. In the event of cancellation your monthly amount will be pro-rated and a refund of the unused portion will be refunded within 30 days of receipt of cancellation. It is understood that when GSA makes changes to eBuy functionality there may be a delay in QuikFuse™ delivery and tracking. Updates and changes are part of the process. Refunds will not be issued unless downtime exceeds five business days as we will be dedicating resources and funding to the new updates necessary to keep your account running.

## Availability

Unless otherwise stated, the services featured on this website are only available within the United States and its territories and/or where access to GSA eBuy log in is permitted. You are solely responsible for evaluating the fitness for a particular purpose of any downloads, programs and text available through this site. Redistribution or republication of any part of this site or its content is prohibited, including such by framing or other similar or any other means, without the express written consent of the Company. The Company does not warrant that the service

from this site will be uninterrupted, timely or error free, although it is provided to the best ability. By using this service you thereby indemnify this Company, its employees, agents and affiliates against any loss or damage, in whatever manner, howsoever caused.

#### Log Files

We use IP addresses to analyse trends, administer the site, track user's movement, and gather broad demographic information for aggregate use. IP addresses are not linked to personally identifiable information. Additionally, for systems administration, detecting usage patterns and troubleshooting purposes, our web servers automatically log standard access information including browser type, access times/open mail, URL requested, and referral URL. This information is not shared with other users or any third parties and is used only within this Company on a need-to-know basis. Any individually identifiable information related to this data will never be used in any way different to that stated above without Client's explicit permission.

#### Cookies

Like most interactive web sites this Company's website uses cookies to enable us to retrieve user details for each visit. Cookies are used in some areas of our site to enable the functionality of this area and ease of use for those people visiting. Some of our affiliate partners may also use cookies.

#### Links to this website

Feel free to create a link to any http page of this website. Links to any https (secure) pages without our prior written consent is prohibited.

#### Links from this website

We do not monitor or review the content of other party's websites which are linked to from this website. Opinions expressed or material appearing on such websites are not necessarily shared or endorsed by us and should not be regarded as the publisher of such opinions or material. Please be aware that we are not responsible for the privacy practices, or content, of these sites. We encourage our users to be aware when they leave our site & to read the privacy statements of these sites. You should evaluate the security and trustworthiness of any other site connected to this site or accessed through this site yourself, before disclosing any personal information to them. This Company will not accept any responsibility for any loss or damage in whatever manner, howsoever caused, resulting from your disclosure to third parties of personal information.

#### Copyright Notice

Copyright and other relevant intellectual property rights exists on all text relating to the Company's services and the full content of this website.

This Company's logo is a registered trademark of this Company in the United States and other countries. All other trademarks found on this site are property of their respective owners. The brand names and specific services of this Company featured on this web site are trade marked.

#### Communication

We have several different e-mail addresses for different queries. These, & other contact information, can be found on our Contact Us link on our website or via Company literature or via the Company's stated telephone, facsimile or mobile telephone numbers.

This company is registered as isiFederal LLC DBA QuikFuse™ in the state of Maryland. QuikFuse™ is a registered trademark of isiFederal, LLC.

#### Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, flood or any other natural or man made eventuality outside of our control, which causes the termination of an agreement or contract entered into, nor which could have been reasonably foreseen. Any Party affected by such event shall forthwith inform the other Party of the same and shall use all reasonable endeavors to comply with the terms and conditions of any Agreement contained herein.

#### Waiver

Failure of either Party to insist upon strict performance of any provision of this or any Agreement or the failure of either Party to exercise any right or remedy to which it, he or they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this or any Agreement. No waiver of any of the provisions of this or any Agreement shall be effective unless it is expressly stated to be such and signed by both Parties.

#### General

The laws of Maryland govern these terms and conditions. By accessing this website [and using our services/buying our products] you consent to these terms and conditions and to the exclusive jurisdiction of Maryland in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above),

then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorized representatives of the Company.

### 500% Guarantee

If the Client qualifies by using QuikFuse™ for a year and if QuikFuse™ doesn't help Client win 500% more than Client has paid in subscription fees, then the Company, we will refund ALL of Client's paid subscription fees for that year.

To qualify for using QuikFuse, Client must:

- 1) Maintain a paid QuikFuse™ subscription for 12 consecutive months.
- 2) Click "Bid" in your QuikFuse™ notification at least 24 times within a year to create your draft bid.
- 3) Complete and submit 24 QuikFuse™ draft bids in eBuy within your 12-month subscription.
- 4) Participate in at least 3 monthly QuikFuse™ round-table sessions (no additional cost).
- 5) Claim your money back guarantee within 60 days following your 1 year anniversary, if you do not achieve GSA eBuy wins 5X what you invested in QuikFuse™.

QuikFuse™ guarantee is void if any of these things occur:

QuikFuse™ can't help you win more eBuy opportunities if you don't use it or if we can't get to your GSA schedule... so it makes sense that your QuikFuse™ guarantee is void if any of these things occur:

- if your eBuy password is changed and not updated in your QuikFuse™ credentials for more than 5 days (we will alert you when this happens) during the 12 months
- if you cancel or your QuikFuse™ subscription is suspended for non-payment (including declined/expired credit card) during the 12 months
- if your GSA contract is suspended or cancelled during the 12 months
- if you don't use QuikFuse™ to create your draft submission within the 12 months
- if you don't submit the required 24 minimum bids through GSA eBuy within the 12 months

- if you don't participate in at least 3 monthly QuikFuse™ round-table sessions during the 12 months
- if you do not claim your refund within 60 days following the completion of your one-year investment

#### Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of the site will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and on other key pages on our site. If there are any changes in how we use our site customers' Personally Identifiable Information, notification by e-mail or postal mail will be made to those affected by this change. Any changes to our privacy policy will be posted on our web site 30 days prior to these changes taking place. You are therefore advised to re-read this statement on a regular basis

These terms and conditions form part of the Agreement between the Client and ourselves. Your accessing of this website and/or undertaking of a booking or Agreement indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

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