AZPurchasing Terms and Conditions of Use

Last Revised: February 3, 2017

Welcome to AZPurchasing!

1. Accepting the Terms

1.1 In order to use AZPurchasing, you must first agree to the Terms and Conditions of Use ("TOU"). You may not use AZPurchasing if you do not accept the TOU. By accessing this web site, you are agreeing to be bound by the TOU, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. Acceptance of the TOU are required in order to access the restricted areas within AZPurchasing. If you do not agree with any of the TOU, you are prohibited from using or accessing this site. The materials contained in this web site are protected by applicable copyright and trade mark law.

1.2 You can accept the TOU by:
   a. clicking to accept or agree to the TOU, where this option is made available to you by AZPurchasing in the user interface or provided web page
   b. by actually using AZPurchasing. In this case, you understand and agree that AZPurchasing will treat your use of the AZPurchasing web site as acceptance of the TOU from that point forward.

1.3 You may not use AZPurchasing and may not accept the TOU if (a) you are not of legal age to form a binding contract with AZPurchasing, or (b) you are a person barred from receiving the services provided by AZPurchasing under the laws of the United States or other countries including the country in which you are resident or from which you use AZPurchasing.

1.4 Before you continue, you should print off or save a local copy of the AZPurchasing Terms and Conditions of Use for your records. A direct link to the TOU is >> http://www.azpurchasing.org/docs/AZPurchasing_Terms_of_Service.pdf.

2. Use License

2.1 Permission is granted to download the materials (information, solicitations, attachments, tabulations and agendas) on AZPurchasing's web site for your viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:
   a. modify or copy the materials;
   b. use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
   c. attempt to decompile or reverse engineer any software contained on AZPurchasing's web site;
   d. remove any copyright or other proprietary notations from the materials; or
e. transfer the materials to another person or "mirror" the materials on any other server.

2.2 This license shall automatically terminate if you violate any of these restrictions and may be terminated by AZPurchasing at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

3. Disclaimer and Limitation of Liability

3.1 In no event shall AZPurchasing or its members be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on AZPurchasing’s web site, even if AZPurchasing or an AZPurchasing authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

3.2 AZPurchasing makes no guarantees of any kind to any vendor who registers with AZPurchasing as to whether they might receive any kind of income through their participation in the AZPurchasing web site.

3.3 AZPurchasing provides no guarantees to vendors in receiving bid email alerts due to several requirements and problems (firewall, filters, etc.) that might occur that are not even related to the services of AZPurchasing. Vendors may visit the “Current Bids” page on AZPurchasing that is available 24 hours a day, 7 days a week, and should take responsibility in doing so. Additionally, if it should be found that the services AZPurchasing provides did cause a problem in the bid email alerts being sent, AZPurchasing cannot be held accountable for this loss of service.

3.4 Vendor FAQ # 25 provides some possible reasons on why vendors might not receive bid email alerts. The last paragraph of Vendor FAQ # 25 notes a feature called "Your Bid Email Alerts" that provides a way for vendors to see bids for which they were sent bid email alerts by logging into AZPurchasing. The Vendor FAQ web page is >> http://www.azpurchasing.org/vendor.faq.asp .

3.5 AZPurchasing is providing a free service to vendors so if a vendor still feels AZPurchasing should be held accountable for any loss of business income then the amount they can claim against that loss, but will not exceed the amount they are paying for the service AZPurchasing provides, which is zero US dollars ($0.00).

3.6 THIS SITE AND ALL INFORMATION, CONTENT, MATERIALS AND SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE ARE PROVIDED BY AZPURCHASING ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. AZPURCHASING MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THIS SITE OR THE INFORMATION, CONTENT, MATERIALS OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THIS SITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THIS SITE IS AT YOUR SOLE RISK AND PROVIDED "AS IS" AND "AS AVAILABLE."
4. Revisions and Errata

4.1 The materials appearing on AZPurchasing could include technical, typographical, or photographic errors. AZPurchasing does not warrant that any of the materials on its web site are accurate, complete, or current. The members of AZPurchasing, as well as AZPurchasing itself, may make changes to the materials contained on its web site at any time. AZPurchasing does not, however, make any commitment to update the materials.

4.2 If changes / updates are made, they may or may not be referenced / highlighted / posted on AZPurchasing, which might include, though not limited to: (a) What's New web page; (b) Vendor FAQ web page; (c) Bid Category Updates web page; (d) Members web page; (e) posting of addendums, or other changes, for bids, RFPs, RFQs, IFBs and solicitations.

5. Links

5.1 AZPurchasing has not reviewed all of the sites linked to the web site and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by AZPurchasing of the site. Use of any such linked web site is at the user's own risk.

6. Site Terms Modifications

6.1 AZPurchasing reserves the right to make changes to our site, policies, and the TOU or Additional Terms at any time without notice to you. By using this web site you are agreeing to be bound by the then current version of the TOU or Additional Terms. If any of these conditions shall be deemed invalid, void, or for any reason unenforceable, that condition shall be deemed severable and shall not affect the validity and enforceability of any remaining condition.

6.2 The most current version of the TOU can be reviewed by clicking on the “AZPurchasing.org Terms and Conditions of Use” hypertext link located at the bottom of our web site pages. A direct link to the TOU is >> http://www.azpurchasing.org/docs/AZPurchasing_Terms_of_Service.pdf .

6.3 The revision date for the TOU is noted near the top of the first page and bottom of the last page of the TOU. You understand and agree that if you use AZPurchasing after the date on which the TOU or Additional Terms have changed, AZPurchasing will treat your use as acceptance of the TOU or Additional Terms.

7. Profile Maintenance / Cancellation

7.1 Vendor profiles are maintained by the registrant, and should be kept up-to-date to ensure that solicitation notifications are sent to one (1) valid electronic-mail address per registrant. See section 8.2b for other details regarding the accuracy of your profile and email.

7.2 Vendors can select up to 10 bid categories for their vendor profile, and it is the responsibility of vendors to periodically review, and update accordingly, the bid categories available to them within their vendor Modify Profile web page as noted in
Vendor FAQ # 27. AZPurchasing periodically makes changes to the 650+ list of bid categories, which includes, but not limited to: (a) removal of specific bid categories; (b) addition of bid categories; (c) reclassification or renaming of bid categories. These updates are typically, though not guaranteed, to be noted on the AZPurchasing What's New and / or Bid Category Updates web page, as well as in the downloadable PDF of bid categories linked on the Bid Category Updates web page and Vendor FAQ # 17.

7.3 You may discontinue the use of AZPurchasing at any time, but it is your responsibility to cancel your profile. You do not need to specifically inform AZPurchasing when you stop using the services provided. Details on how you can cancel your vendor profile are listed within Vendor FAQ # 22 on the Vendor FAQ web page >> http://www.azpurchasing.org/vendor.faq.asp.

8. Profile Termination

8.1 Failure to provide a response to six (6) consecutive solicitations posted on AZPurchasing will result in deactivation of your profile. These six (6) consecutive solicitations can be: all similar items; all dissimilar items; or a mixture of similar and dissimilar items.

8.2a An extended period of inactivity will cause deactivation of a vendor profile. A vendor profile that has not been accessed during any 6-month period is considered an extended period of inactivity.

8.2b As noted in section 7.1: "Vendor profiles are maintained by the registrant, and should be kept up-to-date to ensure that solicitation notifications are sent to one (1) valid electronic-mail address per registrant." If AZPurchasing finds a vendor profile to contain false / incomplete information, and / or, the email provided for this vendor profile is not valid / undeliverable, then AZPurchasing will follow section 8 for terminating this vendor profile.

8.2c Methods by which AZPurchasing might determine a vendor profile has an invalid / undeliverable email: (a) email to vendor profile [referred to as "sent email" for other items] resulted in a delivery failure notification received by AZPurchasing; (b) sent email is found bounced back to AZPurchasing Mail Server; (c) sent email is found in Bad Mail area on AZPurchasing Mail Server; (d) sent email found with Status of Unsent in AZPurchasing Mail Server Outbound queue after a minimum of four (4) retries; (e) nonsense characters / text found entered for email; (f) invalid email format; (g) any other method at the sole discretion of AZPurchasing.

8.3 The results of having your vendor profile deactivated are: (a) you will not receive solicitation notifications emails / bid email alerts of any kind, including not receiving any AZPurchasing newsletter emails or other informative emails sent by AZPurchasing; (b) you will not be able to log into the vendor side of AZPurchasing; (c) your vendor profile will not be accessible / viewable to any lead entities / school districts who are members of AZPurchasing; (d) when you attempt to log into AZPurchasing you will be redirected to a Vendor Account Deactivated web page noting your vendor profile has been deactivated.

8.4 AZPurchasing will provide a thirty (30) day waiting period following deactivation for the vendor to contact the Webmaster of AZPurchasing.org.
Failure to make contact with the Webmaster will result in permanent deletion / termination of the vendor’s profile. To gain access once again, the vendor will need to create a new profile and re-register for AZPurchasing.

8.5 Multiple vendor profiles are not permitted on AZPurchasing. Vendor FAQ # 18 details why they are not permitted >> http://www.azpurchasing.org/vendor.faq.asp. By accepting the TOU you agree that to the best of your knowledge, there is only one (1) vendor profile for your company. Should AZPurchasing find this to be false, AZPurchasing will deactivate and delete / terminate the additional vendor profile(s). AZPurchasing will use their sole discretion on one or a combination of the following methods to determine which vendor account to retain and remove the others based on: (a) oldest registration date, or (b) newest registration date, or (c) least amount of log ins, or (d) furthest date of activity or (e) any other method at the sole discretion of AZPurchasing.

8.6 You agree that AZPurchasing may, without prior notice, immediately delete / terminate, limit your access to or deactivate your vendor profile(s) and access to AZPurchasing. AZPurchasing need not provide an explanation to said vendor: (a) when their profile is deleted / terminated or deactivated; (b) regarding the method used in selecting which vendor profile or profiles are deleted / terminated.

8.7 There may be occasions when AZPurchasing will contact said vendor via email regarding their multiple vendor profiles, and may provide vendor with the choice of which single profile they want to retain and the others will be cancelled / deleted / terminated. If the said vendor does not reply to this email within 10 business days clearly stating which single profile they want to retain, then AZPurchasing will follow the guidelines noted in section 8.5. This method of contacting said vendor via email is at the sole discretion of AZPurchasing as section 8.6 can be enforced at anytime without any email being sent to said vendor.

8.8 Cause for such termination, limitation of access or deactivation shall include, but not be limited to: (a) breaches or violations of the TOU or other incorporated agreements or guidelines; (b) requests by law enforcement, lead entities / school district members of AZPurchasing or other government agencies; (c) discontinuance or material modification to AZPurchasing (or any part thereof); (d) unexpected technical or security issues or problems; (e) extended periods of inactivity (f) engagement by you in fraudulent or illegal activities; (g) multiple vendor profiles / accounts; (h) if AZPurchasing finds a vendor profile to contain false / incomplete information, and / or, the email provided for this vendor profile is not valid; (i) companies taking AZPurchasing bids, RFPs, RFQs, IFBs and solicitations for external use for any reason whatsoever.

8.9 Further, you agree that all terminations, limitations of access and deactivations for cause shall be made in AZPurchasing's sole discretion and that AZPurchasing shall not be liable to you or any third party for any deactivation and/or termination of your vendor profile(s) or access to AZPurchasing.

8.10 Termination of your AZPurchasing vendor profile includes any or all of the following: (a) removal of access to all or part of the offerings provided by AZPurchasing; (b) deletion of your user name, password and all related information, and content
associated with or inside your vendor profile (or any part thereof); and (c) barring of further use of all or part of AZPurchasing.

8.11 AZPurchasing is designed for AZPurchasing member lead entities and vendors to do business together. Companies taking AZPurchasing bids, RFPs, RFQs, IFBs and solicitations for external use for any reason whatsoever whether they charge a fee or not to vendors, is completely against the TOU. This type of mistreatment is monitored and can cause additional costs to AZPurchasing. Vendors who are found abusing the web site may be held accountable financially for costs such as, but not limited to, monthly AZPurchasing server costs, technical support and person hours related to these issues. If vendors are found misusing the web site, they will immediately be deleted from the web site, without notice and with no exceptions. The Use License as noted in section 2 of this TOU works in conjunction with section 8.11.

9. File Transmission

9.1 AZPurchasing cannot be responsible for infected files. By using this web site, you agree to hold AZPurchasing and its members harmless from any claims arising from damage caused to your computer and/or related equipment by a virus, worm Trojan or any other electronic destructive mechanism.

9.2 If you do not have an antivirus program we urge you to purchase one before connecting to the Internet again. Go to our Tools page (http://www.azpurchasing.org/tools.asp) and select the Computer Protection section tab that discusses programs to protect your computer.

10. Governing Law

10.1 Any claim relating to AZPurchasing's web site shall be governed by the laws of the State of Arizona in the United States of America without regard to its conflict of law provisions.

11. Privacy Policy

11.1 General Terms and Conditions applicable to Use of AZPurchasing.org:

11.2 Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.
   a. Before or at the time of collecting business-related information, we will identify the purposes for which information is being collected.
   b. We will collect and the use of business-related information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
   c. We will retain the business-related information as long as your profile maintains an “active” status.
   d. We will collect business-related information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
e. Business-related data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.

f. We will protect business-related information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

11.3 We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of your business-related information is protected and maintained.

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