

Terms of Service

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User's Acknowledgment and Acceptance of Terms

ConTracker ("Us" or "We") provides the www.ConTracker-rfp.com site and various related services (collectively, the "site") to you, the user, subject to your compliance with all the terms, conditions, and notices contained or referenced herein (the "Terms of Use"), as well as any other written agreement between us and you. In addition, when using particular services or materials on this site, users shall be subject to any posted rules applicable to such services or materials that may contain terms and conditions in addition to those in these Terms of Use. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

BY USING THIS SITE, YOU AGREE TO BE BOUND BY THESE TERMS OF USE. IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS OF USE, PLEASE EXIT THE SITE NOW. YOUR REMEDY FOR DISSATISFACTION WITH THIS SITE, OR ANY PRODUCTS, SERVICES, CONTENT, OR OTHER INFORMATION AVAILABLE ON OR THROUGH THIS SITE, IS TO STOP USING THE SITE AND/OR THOSE PARTICULAR PRODUCTS OR SERVICES. YOUR AGREEMENT WITH US REGARDING COMPLIANCE WITH THESE TERMS OF USE BECOMES EFFECTIVE IMMEDIATELY UPON COMMENCEMENT OF YOUR USE OF THIS SITE.

These Terms of Use are effective as of the "Last Modified" date identified at the top of this page. We expressly reserve the right to change these Terms of Use from time to time without notice to you. You acknowledge and agree that it is your responsibility to review this site and these Terms of Use from time to time and to familiarize yourself with any modifications. Your continued use of this site after

such modifications will constitute acknowledgement of the modified Terms of Use and agreement to abide and be bound by the modified Terms of Use. However, for any material modifications to the Terms of Use or in the event that such modifications materially alter your rights or obligations hereunder, such amended Terms of Use will automatically be effective upon the earlier of (i) your continued use of this site with actual knowledge of such modifications, or (ii) 30 days from publication of such modified Terms of Use on this site.

Notwithstanding the foregoing, the resolution of any dispute that arises between you and us will be governed by the Terms of Use in effect at the time such dispute arose.

As used in these Terms of Use, references to our "Affiliates" include our owners, subsidiaries, affiliated companies, officers, directors, suppliers, partners, sponsors, and advertisers, and includes (without limitation) all parties involved in creating, producing, and/or delivering this site and/or its contents.

Overview of our Services

To ensure the quality of the ConTracker experience, we have set up our terms of service for our mutual benefit. If you violate these rules it will mean you have broken the terms of service and this may result in a termination of your account.

Tasks and concierge requests are non-transferable. You cannot sell or give away tasks on your plan but you are more than free to buy a plan for your friends, family and loved ones—they'll love you and so will we. Your ConTracker account is also non-transferable. That means if one person signs up, you cannot transfer ownership of that account to another person.

All ConTracker plans are governed by a monthly hour limit by plan type. If these hours are unused by the next billing cycle, the hours will not carry over to the next cycle. All ConTracker plans are recurring subscriptions that can be canceled at any time.

Ownership and Confidentiality of Work Product

If ConTracker creates anything original for you, such as research projects, reports, templates, spreadsheets, forms, etc. ("Work Product"), ConTracker grants to you a non-exclusive, royalty-free, perpetual, irrevocable, non-transferable license to use the Work Product for your own personal and commercial purposes.

To avoid doubt, you retain sole ownership of your confidential information and your intellectual property and, to the extent your confidential information or intellectual property is incorporated into the Work Product, it will be removed prior to any use or disclosure by ConTracker to a 3rd Party. As used in these Terms of Service, your confidential information means non-public information that you provide to ConTracker that you reasonably expect ConTracker to keep secret, including your personal information (i.e., your name, your social security number, your credit card information, and similar information), but does not include information that (1) becomes generally available to the public other than an unauthorized disclosure by ConTracker; (2) was or becomes available to ConTracker on a non-confidential basis prior to your disclosure of the information to ConTracker

(3) is independently developed by ConTracker without using your confidential information; or (4) information we are required to disclose by a

warrant, subpoena or other request in an investigation or legal proceeding or where disclosure is necessary to protect ConTracker's rights or property, or the rights or property of ConTracker or our other clients.

As used in these Terms of Service, your intellectual property means patents, trademarks and copyrights owned by you and any insights, knowledge, and ideas provided by you in connection with creation of the Work Product.

Guarantee & Warranty

There is no warranty on any of the information, tasks, or projects your ConTracker Account completes for you. What we will promise is that we'll do our best to provide the most accurate, most effective information available. However, if we give you information or results that are wrong, although we'll be deeply sorry, you can't hold us liable for it (or the results) legally or morally — we're sorry!

Cancellations

If you leave us, we'll miss you dearly but we won't hold you back. Monthly memberships can be canceled at any time. All cancellation requests will go into effect at the end of your current monthly subscription. To cancel, contact our Support Team: support@contracker-rfp.com and ask us to cancel your subscription.

Termination of Service

ConTracker reserves the right to terminate the service of a client at any time — for any reason. Should this occur, we will give you a prorated refund at the standard monthly rate for any period for which you have already paid. That means that rarely and under great duress we may end our relationship with a client for any number of reasons including but not limited to the following:

1. If the client is constantly requesting tasks outside the scope of their service plan and we're unable to find a solution by scaling back the requests
2. If the client is abusive to his/her assistant or any other ConTracker team member

ConTracker Terms of Service Non-solicitation Provision

I acknowledge that ConTracker has made substantial investments in recruiting, training and matching skilled agents with each of its members including me, and that ConTracker has a legitimate interest in earning a reasonable return on those investments. I also acknowledge that ConTracker has agreements with ConTracker agents that protect this interest by requiring that ConTracker agents obtain ConTracker's prior written consent before accepting any direct engagement (whether as an employee, consultant, contractor or otherwise) with the ConTracker member to whom they were assigned. Accordingly, to the fullest extent permitted under applicable law, I agree that during my membership and for a period of twelve (12) months immediately following the termination of my relationship with ConTracker for any reason, whether voluntary or involuntary, with or without cause, I shall not directly or indirectly solicit any ConTracker agent who is assigned to me at that time or who was assigned to me within the six months preceding termination of my relationship with ConTracker to leave his or her employment with ConTracker and to work for me in any engagement directly or indirectly. Should any solicitation by me become a substantial factor resulting in a ConTracker agent leaving ConTracker and accepting an engagement with me directly or indirectly without ConTracker's consent, I agree to pay ConTracker as liquidated damages reasonably calculated to compensate ConTracker for its lost investments and not as a penalty of any kind, a one-time fee equivalent to one year of my monthly ConTracker subscription in effect at the most recent date that the ConTracker agent had been assigned to me by ConTracker.

Data Rights and Protection

ConTracker has the utmost respect for our customers' privacy and information protection. Given the ever-changing regulatory environment, we strive to stay ahead of the curve. In our mission to

ethically and lawfully serve our customers we have the following policies in place in order to adhere to international and domestic law:

Obtaining Consent:

ConTracker wrote our terms of service to make it as understandable and straightforward as possible. Our valued customers are able to give and rescind consent at any time. If at any time you wish to remove consent, please email our Data Protection Officer at dataprotection@contracker-rfp.com. Additional details are provided below in our “Data Protection Officer” description.

Timely Breach Notification:

In the event of a data breach, ConTracker will notify our associated data controllers and customers within 72 hours. In addition to outlining the nature of the breach, the breadth, and actions involved to remedy the situation will be detailed.

Right to Data Access:

If at any time a customer wishes to access his or her existing data profile, ConTracker will provide a free electronic copy of the data we collected about that customer. This report will also include the various ways the information has been used.

Right to Be Forgotten:

If at any time a customer discontinues their relationship with ConTracker, the customer can request that his or her personal data is wholly erased from our records.

Data Portability:

This gives users rights to their own data. Customers will be able to obtain their data from ConTracker in an electronic report and reuse that same data in different environments outside of ours.

Privacy by Design:

ConTracker has a full and detailed map of our data collection process and the various parties privy to that data ConTracker has specifically designed its systems and trained its staff to maintain customer privacy. We strive to continue to improve and adapt this design to be forward looking.

Data Protection Officer:

ConTracker has appointed a Data Protection Officer who can be reached at dataprotection@contracker-rfp.com . This internal ___ officer will be able to rescind customer consent as requested, alert stakeholders of a data breach, provide access to data reports, ensure the right to be forgotten, establish data portability as requested, and oversee privacy by design with a fiduciary responsibility.