

OpenGrants Legal

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TERMS OF SERVICE

Last updated: February 16, 2021

1. Introduction

Welcome to OpenGrants, a service offered by **Egeria Corporation** ("Company", "we", "our", "us")! As you have just clicked to our Terms of Service ("Terms" or "Terms of Service"), please take a pause, grab a cup of coffee and carefully read the following pages. This is a legally binding agreement between you and us, and it includes important terms about your rights and responsibilities, such as indemnification, limitation of our liability, and mandatory arbitration.

About OpenGrants: OpenGrants is a platform that enables startups and other customers (each, a "Client") to browse and identify public and private grants. We also provide assistance to Clients in connection with preparing and submitting applications for public grants (each, an "Application"), including by identifying and hiring expert grant writers (each, a "Grant Writer"). Whether you are a Client, a Grant Writer, or simply browsing our website, these Terms govern your use of our web pages located at opengrants.io and the OpenGrants web application operated by us (collectively, the "Service").

You agree to the Agreements by using the Service. Your agreement with us includes these Terms, our Privacy Policy and, to the extent applicable, the Client Terms and the Grant Writer Terms, as further described below (collectively, the "Agreements"). By using the Service, you acknowledge that you have read and understood the Agreements, and agree to be bound by them. All references in the Agreements to "you" or "your" include the individual who is accessing the Service, as well as the entity, if any, on behalf of which such individual is accessing the Service. If you access the Service on behalf of an entity, you represent and warrant to us that you have the legal authority and power to bind such entity, and that you have obtained all necessary approvals to enter into the Agreements.

If you do not agree with (or cannot comply with) the Agreements, then you may not use the Service.

Thank you for being responsible.

2. Additional Terms and Conditions

Please note that additional terms and conditions may apply to your use of the Service, as described below.

(a) If you are a Client: Your use of the Service is further subject to our Client Terms (available here).

(b) If you are a Grant Writer: Your use of the Service is further subject to our Grant Writer Terms (available here).

(c) If You are a Service Provider: Your use of the Service is further subject to our Service Provider Terms (available here).

(d) Privacy Policy: Our Privacy Policy also governs your use of our Service and explains how we collect, safeguard and disclose information that results from your use of our web pages. Please read it here.

3. Our Role

(a) We do not provide grant writing services. OpenGrants is a technology platform that enables Clients to identify and engage one or more Grant Writers (together with the Clients, "Users") to assist in the preparation of one or more Applications. While OpenGrants may provide a Client with certain advisory and consulting services in connection with the Service such as identifying public grant opportunities (such services, the "Advisory Services"), OpenGrants is not providing grant writing services and is not acting as a grant writer with respect to any Application. Our platform only facilitates a direct engagement between Users, and we are not a party and have no control over such engagement. As such, you are solely responsible for determining whether to enter into an engagement with another User (including, without limitation, verifying the accuracy of any information provided by the User in their profile, posting, proposal or elsewhere), and for setting the rate for the engagement.

(b) We do not control Grant Writers or Service Providers. Specifically, Client acknowledges that we do not employ or control Grant Writers or Service Providers. Each Grant Writer or Service Provider is independent from OpenGrants and is not providing any services on behalf of OpenGrants. Each Grant Writer or Service Provider determines the manner and means of providing any grant writing services to the relevant Client, including, without limitation, the types of projects they take on, the prices they charge, the methods and tools they use in providing grant writing services, and the time and place of furnishing such services. As such, OpenGrants shall not be liable to the Client or any third party for any actions, errors and omissions of a Grant Writer or Service Provider.

You further acknowledge, agree, and understand that while we strive to only allow the best Grant Writers and Service Providers on the OpenGrants platform, our listing of any Grant Writer or Service Provider on the Service is not an endorsement of said party. We do not perform background checks on any Grant Writers or Service Providers nor do we supervise, direct, control, or evaluate their work. As such, we do not make any representations about or guarantee the services to be performed, the quality of any work products or deliverables to be developed or created ("Deliverables") or the results to be achieved by engaging such Grant Writer or Service Provider.

(c) We do not control Clients. Further, we do not verify the accuracy of the information provided by Clients. As such, we make no representations about or guarantee the ability of Clients to pay for services to be performed by Grant Writers, or the ability or willingness of a Client to actually complete a transaction.

(d) Clients and Grant Writers may enter into additional agreements. Finally, we do not dictate the terms of any engagement between Users with respect to one or more Applications. You may choose, at your sole discretion, to agree and enter into any agreement, contract or terms with another User that further define your rights and obligations vis-a-vis such User, so long as such agreement does not impose any obligation upon Company or in any way restrict or impact our rights under the Agreements. If you are a Client, please note that, unless a Grant Writer makes separate arrangements with you, their relationship with you is not exclusive, and they may perform similar services for other Clients, including those that may be competitive with you.

4. Disputes Among Users

(a) Process for Submitting Disputes. All Users agree to attempt in good faith to resolve any disputes with another User directly with that User and without involving Company. In the event that Users are unable to resolve a dispute, either party can submit a formal dispute to Company by emailing disputes@opengrants.io. Any invoice-related disputes by a Client must be submitted within 5 business days of the invoice date. Failure to submit a timely dispute will be deemed acceptance of the invoice, and the Client's designated payment method will be automatically charged, as described in the Client Terms.

(b) Dispute Resolution. In the event Company receives a timely dispute as indicated above, all payments are suspended until the completion of the resolution process described below. Company's Dispute Resolution Team will take reasonable steps to gather information from the Users involved and reach a resolution within 10 business days of receiving the dispute notice. You hereby agree and acknowledge that Company is authorized to take, and shall have no liability to you for taking, any action necessary to investigate and resolve disputes on your behalf and in any manner Company deems appropriate, in its sole and absolute discretion.

(c) Exclusions. Please note that we will only resolve disputes related to the number of hours included in an invoice. We will not resolve any disputes related to the quality of work or Deliverables. All such disputes must be handled exclusively between the Client and the Grant Writer.

5. Contests, Sweepstakes and Promotions

Any contests, sweepstakes or other promotions (collectively, "Promotions") made available through Service may be governed by rules that are separate from these Terms of Service. If you participate in any Promotions, please review the applicable rules as well as our Privacy Policy. If the rules for a Promotion conflict with these Terms of Service, Promotion rules will apply.

6. User Content

(a) We don't control User Content. Our Service allows you to post, link, store, share and otherwise make available certain information, text, graphics, videos, or other material ("User Content"). Such User Content may include, but is not limited to, a User's profile, a listing for an Application by a Client, and a proposal by a Grant Writer in response to a listing. You are responsible for User Content that you post on or through the Service, including its legality, reliability, and appropriateness. OpenGrants does not verify, endorse or guarantee the truth and accuracy of any such User Content. You assume all responsibility for reliance on any User Content posted on the Service.

By posting User Content on or through the Service, You represent and warrant that: (i) User Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, (ii) that the User Content is accurate, complete and truthful in all material respects, and (iii) that the posting of your User Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to terminate the account of anyone found to be infringing on a copyright. We assume no responsibility for the inaccuracy of any User Content posted on the Service.

(b) You own your User Content. You retain any and all of your rights to any User Content you submit, post or display on or through the Service and you are responsible for protecting those rights. However, by posting User Content using the Service you grant us the right and license to use, modify, publicly perform, publicly display, reproduce, and distribute such User Content on and through Service. Such license will be worldwide, perpetual, fully paid-up, royalty-free, sublicensable and transferable. You agree that this license includes the right for us to make your User Content available to other Users, who may also use your User Content subject to these Terms.

Company has the right but not the obligation to monitor and edit all User Content provided by users.

7. Prohibited Uses

(a) You may use Service only for lawful purposes and in accordance with Terms. You agree not to use the Service:

- In any way that violates any applicable law, regulation, ordinance or order.
- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content or otherwise.
- To transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter," "spam," or any other similar solicitation.
- To impersonate or attempt to impersonate Company, a Company employee, another User, or any other person or entity.
- In any way that infringes upon the rights of others (including their intellectual property rights), or in any way is illegal, threatening, fraudulent, or harmful, or in connection with any unlawful, illegal, fraudulent, or harmful purpose or activity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Service, or which, as determined by us in our sole discretion, may harm or offend Company or users of the Service or expose them to liability.

(b) Additionally, you agree not to:

- Post any User Content that we determine, in our sole discretion, to be offensive, defamatory, harassing, threatening pornographic or illegal.
- Encourage conduct that would be considered dangerous, a criminal offense, give rise to civil liability, violate any law or regulation or is otherwise inappropriate.
- Use Service in any manner that could disable, overburden, damage, or impair the Service or interfere with any other party's use of the Service, including their ability to engage in real time activities through Service.
- Use any robot, spider, or other automatic device, process, or means to access the Service for any purpose, including monitoring or copying any of the material on the Service.
- Use any manual process to monitor or copy any of the material on the Service or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Service.
- Introduce any viruses, trojan horses, worms, logic bombs, or other material which is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Service, the server on which the Service is stored, or any server, computer, or database connected to the Service.
- Attack the Service via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Service.

8. No Use By Minors

The Service is intended only for access and use by individuals at least eighteen (18) years old. By accessing or using the Service, you warrant and represent that you are at least eighteen (18) years of age and with the full authority, right, and capacity to enter into and abide by all of the terms and conditions of the Agreements. If you are not at least eighteen (18) years old, you are prohibited from both the access and usage of the Service.

9. Accounts

When you create an account with us, you represent and warrant that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate termination of your account on Service.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene.

We reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in our sole discretion.

10. Intellectual Property Rights

(a) We own the Service and the OpenGrants Content. The Service and its original content, excluding User Content (“OpenGrants Content”), features and functionality are and will remain the exclusive property of Company and its licensors. OpenGrants Content includes, without limitation, any articles, blog posts or other marketing content created by a Grant Writer and posted to the OpenGrants website or other marketing materials. If you are a Grant Writer who produces such OpenGrants Content, you hereby assign to Company any and all rights, title and interest you may have in and to such OpenGrants Content, and you agree and acknowledge that the consideration for such assignment is your being listed as a Grant Writer on the Service. To the extent that the foregoing assignment is not effective for any reason, you hereby grant to Company a worldwide, perpetual, royalty-free, fully paid-up and transferable license to use, repost, distribute, modify, exploit and create derivative works from such OpenGrants Content.

You may not distribute, modify, transmit, reuse, download, repost, copy, or use the OpenGrants Content, whether in whole or in part, for commercial purposes or for personal gain, without express advance written permission from us.

Further, the Service is protected by copyright, trademark, and other laws of the United States. Our name, logo, trademarks, service marks and trade dress may not be used in connection with any product or service without the prior written consent of Company.

(b) The Client will own the Deliverables. As between Company, Client and Grant Writer, Client will own all Deliverables resulting from any services to be performed by Grant Writer for Client. Such Deliverables shall include, but are not limited to, any work products, original works of authorship (including any grant applications), inventions, discoveries, developments, concepts, designs, ideas, know-how, improvements, inventions, trade secrets, and other intellectual property, whether or not patentable, copyrightable or otherwise legally protectable, developed by Grant Writer, whether alone or jointly with others, in connection with performing any services performed, or to be performed, by Grant Writer for any Client via the Service. As such, Grant Writer agrees to assign, and hereby assigns, to the relevant Client(s), all right, title and interest throughout the world (including all intellectual property rights) in and to the Deliverables. Grant Writer hereby acknowledges that such assignment is provided for adequate consideration as part of any compensation to be received by Grant Writer from the relevant Client(s).

11. Your Other Obligations

(a) You agree not to disclose confidential information about us or any other User. All non-public information relating to Company or any other User provided to or accessed by you (the disclosing individual or entity, the “Disclosing Entity” and such information, “Confidential Information”) should be treated confidentially. Confidential Information includes, but is not limited to: (i) non-public information about or belonging to the Disclosing Entity and its management, employees, contractors, suppliers and any other individual or entity with which the Disclosing Entity has a business relationship; (ii) non-public information about or belonging to the Disclosing Entity’s clients and their employees, personnel, directors, customers and any other individual or entity with which such clients have business relationships; (iii) proprietary information belonging to or licensed by the Disclosing Entity, including, without limitation, trade secrets, protectable under intellectual property laws of any jurisdiction; and (iv) technology, knowledge, designs, concepts, ideas, information, formulas, patterns, compilations, programs, devices, methods, techniques or processes of the Disclosing Entity.

As such, you hereby agree: (i) not to disclose the Confidential Information of the any Disclosing Entity to any third party without the prior written consent of the applicable Disclosing Entity; and (ii) to use Confidential Information only as reasonably necessary to perform your obligations under the Agreements or as otherwise instructed by the applicable Disclosing Entity, including any separate agreement between you and another User. Further, you will use at least the same degree of care, but in no event less than reasonable care, to protect Confidential Information from unauthorized disclosure or access that you use to protect your own Confidential Information. You must immediately notify Company and, if applicable, the relevant Client(s) of any actual or suspected loss or unauthorized use, disclosure of or access to Confidential Information of which you become aware, and take all steps reasonably requested by Company and/or the relevant Client(s) to limit, stop and prevent further unauthorized use, disclosure or access. In the event that you are required to disclose Confidential Information in order to comply with a subpoena, judicial or governmental requirement or order (an “Order”), you must give the applicable Disclosing Entity sufficient prior notice of such Order, to permit the applicable Disclosing Entity a reasonable opportunity to object to the Order and to seek a protective order or other appropriate remedy.

The obligations of this Section 11(a) will not apply to any information that you can demonstrate was previously rightfully known by you free of any obligation to keep it confidential, is or becomes publicly known through no wrongful act on your part, or is independently developed by you without reference to the Confidential Information of the Disclosing Entity.

(b) You agree not to engage with any User outside of the Service. If you identify any User, or otherwise engage in discussions with such User in relation to an Application, via the Service, you may not engage with or otherwise enter into any transactions with such User outside of the OpenGrants platform. This obligation lasts for one (1) year after you identify the User or last engage in discussions with the User via the Service, whichever is later.

Further, you agree not to take any other action intended to circumvent the Service, such as paying any amounts to a Grant Writer outside of the Service, referring a User to another site, or otherwise.

12. Copyright Policy and DMCA Notices

We respect the intellectual property rights of others. It is our policy to respond to any claim that User Content posted on the Service infringes on the copyright or other intellectual property rights of any person or entity.

If you believe your intellectual property rights have been violated by User Content posted on the Service, you may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on Service where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at support@opengrants.io

13. Error Reporting and Feedback

We own any feedback you submit to us. You may provide us, either by email at support@opengrants.io or otherwise, with information and feedback concerning errors, suggestions for improvements, ideas, problems, complaints, and other matters related to our Service ("Feedback"). You acknowledge and agree that: (i) Company may, but is not required to, use the Feedback without any compensation or attribution to you for any purpose whatsoever; (ii) you hereby assign to Company, and you shall not retain, acquire or assert, any intellectual property right or other right, title or interest in or to the Feedback; (iii) Company may have development ideas similar to the Feedback; (iv) Feedback does not contain confidential information or proprietary information from you or any third party; and (v) Company is not under any obligation of confidentiality with respect to the Feedback. In the event the transfer of the ownership to the Feedback is not possible due to applicable mandatory laws, you grant Company and its affiliates an exclusive, transferable, irrevocable, free-of-charge, sub-licensable, unlimited and perpetual right to use (including copy, modify, create derivative works, publish, distribute and commercialize) the Feedback in any manner and for any purpose.

14. Third-Party Websites and Services

We do not control, and assume no liability for, any other sites or services. Our Service may contain links to or integrate with third-party websites or services that are not owned or controlled by Company. These include, but are not limited to, third-party services that enable certain aspects of the Service, such as processing of credit card and ACH payments.

Company has no control over, and assumes no responsibility for any third party web sites or services, including their content, privacy policies, or practices. We do not warrant the offerings of any of these entities/individuals or their websites.

YOU ACKNOWLEDGE AND AGREE THAT COMPANY SHALL NOT BE RESPONSIBLE OR LIABLE, DIRECTLY OR INDIRECTLY, FOR ANY DAMAGE OR LOSS CAUSED OR ALLEGED TO BE CAUSED BY OR IN CONNECTION WITH USE OF OR RELIANCE ON ANY SUCH CONTENT, GOODS OR SERVICES AVAILABLE ON OR THROUGH ANY SUCH THIRD PARTY WEB SITES OR SERVICES.

WE STRONGLY ADVISE YOU TO READ THE TERMS OF SERVICE AND PRIVACY POLICIES OF ANY THIRD PARTY WEB SITES OR SERVICES THAT YOU VISIT.

15. Disclaimer Of Warranty

THE SERVICE IS PROVIDED BY COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SERVICE, THE ADVISORY SERVICES, OR THE INFORMATION, CONTENT OR MATERIALS INCLUDED THEREIN. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE, THE OPENGRANTS CONTENT, AND ANY ADVISORY SERVICES OR OTHER SERVICES OR ITEMS OBTAINED FROM US IS AT YOUR SOLE RISK.

NEITHER COMPANY NOR ANY PERSON ASSOCIATED WITH COMPANY MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE OR THE ADVISORY SERVICES. WITHOUT LIMITING THE FOREGOING, NEITHER COMPANY NOR ANYONE ASSOCIATED WITH COMPANY REPRESENTS OR WARRANTS THAT THE SERVICE, THE OPENGRANTS CONTENT, OR ANY ADVISORY SERVICES OR OTHER ITEMS OBTAINED THROUGH THE SERVICE WILL BE ACCURATE, RELIABLE, ERROR-

FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE SERVICE, OR ANY ADVISORY SERVICES OR OTHER ITEMS OBTAINED THROUGH THE SERVICE, WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

WE DISCLAIM ALL WARRANTIES. COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

16. Limitation Of Liability

OUR LIABILITY TO YOU IS LIMITED. EXCEPT AS PROHIBITED BY LAW, YOU WILL HOLD US AND OUR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS HARMLESS FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE, HOWEVER IT ARISES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AND ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, OR ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENTS, INCLUDING WITHOUT LIMITATION ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM THIS AGREEMENT AND ANY VIOLATION BY YOU OF ANY FEDERAL, STATE, OR LOCAL LAWS, STATUTES, RULES, OR REGULATIONS, EVEN IF COMPANY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EXCEPT AS PROHIBITED BY LAW, IF THERE IS LIABILITY FOUND ON THE PART OF COMPANY OR ANY OF ITS REPRESENTATIVES, IT WILL BE LIMITED TO (A) THE AMOUNT YOUR PAID TO COMPANY IN THE TWELVE MONTHS PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY OR (B) \$100, WHICHEVER IS GREATER. SOME JURISDICTIONS DO NOT ALLOW THIS EXCLUSION OR LIMITATION OF LIABILITY, SO THE PRIOR LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

17. Indemnification

You will indemnify us if we suffer any harm as a result of your actions or use of the Service. You agree to defend, indemnify, and hold harmless, Company, its affiliates, and each of their respective directors, officers, employees and agents, from and against any and all liabilities, damages, losses, costs and expenses, including the reasonable fees of attorneys and other professional third parties (collectively, "Losses"), including, without limitation, any third-party suits, claims, actions, proceedings or demands, arising out of, resulting from or based upon: (a) your negligence, recklessness, intentional misconduct or other acts or omissions (including the actions or omissions of your directors, officers, employees, agents, parent, subsidiaries, and other affiliates); (b) your use of the Service; (c) any breach of any representation, warranty, covenant, or agreement made by you under the Agreements; (d) any alleged infringement of the intellectual property rights of others by your User Content; and (e) violation of any law by you and your representatives.

18. Termination

(a) Our right to terminate your use of the Service: We may terminate or suspend your account and bar access to the Service, the Advisory Services and any other service provided by us immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Agreements.

(b) Your ability to terminate: If you wish to terminate your OpenGrants account, you must discontinue using the Service and contact us and communicate your intent to terminate your account, as specified at the end of these Terms.

(c) Survival: All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, confidentiality obligations, warranty disclaimers, indemnity and limitations of liability.

19. Dispute Resolution

(a) You agree to arbitrate any dispute with us. You and Company agree that, except as provided below, all disputes, controversies and claims related to the Agreements (each, a "Claim"), shall be finally and exclusively resolved by binding arbitration, which may be initiated by either party by sending a written notice requesting arbitration to the other party. Any election to arbitrate by one party shall be final and binding on the other. The arbitration will be conducted under the Streamlined Arbitration Rules and Procedures of JAMS that are in effect at the time the arbitration is initiated (the "JAMS Rules") and under the terms set forth in these Terms. In the event of a conflict between the terms set forth herein and the JAMS Rules, the terms herein will control and prevail. The determination of whether a Claim is subject to arbitration shall be governed by the Federal Arbitration Act. Except as otherwise provided in these Terms, (a) you and Company may litigate in court to compel arbitration, stay proceedings pending arbitration, or confirm, modify, vacate or enter judgment on the award entered by the arbitrator; and (b) the arbitrator's decision shall be final, binding on all parties and enforceable in any court that has jurisdiction, provided that any award may be challenged if the arbitrator fails to follow applicable law. The arbitration will be conducted in Sacramento, California, United States of America.

(b) Your right to opt out: You may opt out of the arbitration provisions in this section by contacting us at support@opengrants.io no later than thirty (30) days after the date you agree to the Agreements. To be effective, your email must contain the subject line "Arbitration Opt-Out" and include: (i) your name, (ii) your address and (iii) your phone number.

(c) Class Action Waiver: You and Company agree that any arbitration shall be limited to the Claim between Company and you individually. YOU AGREE THAT (i) YOU WAIVE ANY RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE ARBITRATED ON A CLASS-ACTION BASIS OR TO UTILIZE CLASS ACTION PROCEDURES; (ii) YOU WAIVE ANY RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY OR AS A PRIVATE ATTORNEY GENERAL; AND (iii) NO ARBITRATION SHALL BE JOINED WITH ANY OTHER ARBITRATION.

(d) Exceptions to arbitration: You and Company agree that the following Claims are not subject to the above provisions concerning negotiations and binding arbitration: (i) any Claim seeking to enforce or protect, or concerning the validity of, any of your or Company's intellectual property rights; (ii) any Claim related to, or arising from, allegations of theft, piracy, invasion of privacy or unauthorized use; and (iii) any claim for equitable relief. In addition to the foregoing, either party may assert an individual action in small claims court for Claims that are within the scope of such court's jurisdiction in lieu of arbitration.

20. Changes To the Service

We reserve the right to withdraw or amend our Service, and any service or material we provide via Service, in our sole discretion without notice. We will not be liable if for any reason all or any part of Service is unavailable at any time or for any period. From time to time, we may restrict access to some parts of Service, or the entire Service, to users, including registered users.

21. Miscellaneous

Governing Law: The Agreements shall be governed and construed in accordance with the laws of the State of California, United States of America without regard to the conflict of law provisions of any jurisdiction which would result in the application of any other law.

Entire Agreement: The Agreements constitute the entire agreement between you and us regarding your use of the Service and supersede and replace any prior or simultaneous agreements relating to the same.

Amendments: We may amend the Agreements, including these Terms, at any time by posting the amended terms on this site. We encourage you to review the Agreements periodically. Your continued use of the Service following the posting of revised Agreements means that you accept and agree to the changes. If you object to any such changes, you must discontinue using the Service.

Waivers: No waiver by Company of any term or condition set forth in the Agreements shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Company to assert a right or provision under the Agreements shall not constitute a waiver of such right or provision.

Severability: If any provision of the Agreements is held by a court or other tribunal of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Agreements will continue in full force and effect.

22. Contact Us

Please send your feedback, comments, requests for technical support:

By email: support@opengrants.io.

Privacy Policy

Last updated: October 28, 2020

Welcome to Egeria Corporation!

This Privacy Policy governs your access to and use of the OpenGrants Service, and explains how we collect, safeguard and disclose information that results from your use of our Service. This Privacy Policy forms a part of, and is subject to, our Terms of Service (the "Terms"). Any capitalized terms used but not defined in this Privacy Policy will have the meaning given to them in the Terms.

By using the Service, you agree to the collection and use of information in accordance with this Privacy Policy.

1. Definitions

PERSONAL DATA means data about a living individual who can be identified from those data (or from those and other information either in our possession or likely to come into our possession).

USAGE DATA is data collected automatically either generated by the use of the Service or from the Service infrastructure itself (for example, the duration of a page visit).

COOKIES are small files stored on your device (computer or mobile device).

SERVICE PROVIDERS means any natural or legal person who processes data on our behalf. We may use the services of various Service Providers in order to process your data more effectively.

2. Information Collection and Use

We collect several different types of information for various purposes to provide and improve our Service to you.

3. Types of Data Collected

3.1. Personal Data

While you use our Service, we may ask you to provide us with certain Personal Data. Such Personal Data may include, but is not limited to:

- (a) Email address
- (b) First name and last name
- (c) Phone number
- (d) Address, State, Province, ZIP/Postal code, City
- (e) Other information you choose to include in your user profile, proposal requests, proposal, and other postings

We use such Personal Data to provide you with the functionality of the Service and to otherwise perform our obligations in connection with providing the Service to you. In addition, we may use your Personal Data to contact you with newsletters, marketing or promotional materials and other information that may be of interest to you. You may opt out of receiving any, or all, of these communications from us by following the unsubscribe link or by emailing at support@opengrants.io.

3.2. Usage Data

We may also collect certain Usage Data as you use the Service.

This Usage Data may include, but is not limited to, information such as your computer's Internet Protocol address (e.g. IP address), browser type, browser version, the pages of our Service that you visit, the time and date of your visit, the time spent on those pages, unique device identifiers and other diagnostic data.

When you access the Service with a mobile device, this Usage Data may include information such as the type of mobile device you use, your mobile device unique ID, the IP address of your mobile device, your mobile operating system, the type of mobile Internet browser you use, unique device identifiers and other diagnostic data.

3.3. Tracking Cookies Data

We use cookies and similar tracking technologies to track the activity on our Service and we hold certain information.

Cookies are files with a small amount of data which may include an anonymous unique identifier. Cookies are sent to your browser from a website and stored on your device. Other tracking technologies are also used such as beacons, tags and scripts to collect and track information and to improve and analyze our Service.

You can instruct your browser to refuse all cookies or to indicate when a cookie is being sent. However, if you do not accept cookies, you may not be able to use some portions of our Service.

Examples of Cookies we may use:

- (a) Session Cookies: We may use Session Cookies to operate our Service.
- (b) Preference Cookies: We may use Preference Cookies to remember your preferences and various settings.
- (c) Security Cookies: We may use Security Cookies for security purposes.
- (d) Advertising Cookies: We may use Advertising Cookies to serve you with advertisements that may be relevant to you and your interests.

4. Use of Data

We use the collected data for various purposes:

- (a) to provide and maintain our Service;

- (b) to notify you about changes to our Service;
- (c) to allow you to participate in interactive features of our Service when you choose to do so;
- (d) to provide customer support (including resolving any disputes between Users);
- (e) to gather analysis or valuable information so that we can improve our Service;
- (f) to monitor the usage of our Service;
- (g) to detect, prevent and address technical issues;
- (h) to fulfill any other purpose for which you provide it;
- (i) to carry out our obligations and enforce our rights arising from any contracts entered into between you and us, including for billing and collection;
- (j) to provide you with notices about your account and/or subscription, including expiration and renewal notices, email-instructions, etc.;
- (k) to provide you with news, special offers and general information about other goods, services and events which we offer that are similar to those that you have already purchased or enquired about unless you have opted not to receive such information;
- (l) in any other way we may describe when you provide the information;
- (m) for any other purpose with your consent.

5. Retention of Data

We will retain your Personal Data only for as long as is necessary for the purposes set out in this Privacy Policy.

We will retain and use your Personal Data to the extent necessary to:

- (a) provide the Service;
- (b) comply with our legal obligations (for example, if we are required to retain your data to comply with applicable laws);
- (c) resolve disputes; and
- (d) enforce our legal agreements and policies.

We will also retain Usage Data for internal analysis purposes. Usage Data is generally retained for a shorter period, except when this data is used to strengthen the security or to improve the functionality of our Service, or we are legally obligated to retain this data for longer time periods.

6. Transfer of Data

Your information, including Personal Data, may be transferred to – and maintained on – computers located outside of your state, province, country or other governmental jurisdiction where the data protection laws may differ from those of your jurisdiction.

If you are located outside the United States and choose to provide information to us, please note that we transfer the data, including Personal Data, to the United States and process it there.

Your consent to this Privacy Policy followed by your submission of such information represents your agreement to that transfer.

7. Disclosure of Data

We may disclose personal information that we collect, or you provide as described below.

- (a) Disclosure for Law Enforcement. Under certain circumstances, we may be required to disclose your Personal Data if required to do so by law or in response to valid requests by public authorities.
- (b) Business Transaction. If we or our subsidiaries are involved in a merger, acquisition or asset sale, your Personal Data may be transferred.
- (c) Other cases. We may also disclose your information:
 - (i) to our subsidiaries and affiliates;
 - (ii) to contractors, service providers, and other third parties we use to support our business;

(iii) to fulfill the purpose for which you provide it (including, without limitation, publishing your proposal request, submitting your proposal, resolving a dispute among Users, or otherwise enabling you to communicate with another User on the Service);

(iv) for any other purpose disclosed by us when you provide the information;

(v) with your consent in any other cases; and

(vi) if we believe disclosure is necessary or appropriate to protect the rights, property, or safety of Company, our customers, or others.

8. Security of Data

The security of your data is important to us but remember that no method of transmission over the Internet or method of electronic storage is 100% secure. While we strive to use commercially acceptable means to protect your Personal Data, we cannot guarantee its absolute security.

9. Service Providers

We may employ Service Providers to assist us in providing the Service, to provide certain services on our behalf, or to assist us in analysing how our Service is used.

These third parties have access to your Personal Data only to perform these tasks on our behalf and are obligated not to disclose or use it for any other purpose.

(a) **Analytics:** We may use Service Providers to monitor and analyze the use of our Service.

Google Analytics:

Google Analytics is a web analytics service offered by Google that tracks and reports website traffic. Google uses the data collected to track and monitor the use of our Service. This data is shared with other Google services. Google may use the collected data to contextualise and personalise the ads of its own advertising network.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>

We also encourage you to review the Google's policy for safeguarding your data: <https://support.google.com/analytics/answer/6004245>.

Mixpanel:

Mixpanel is provided by Mixpanel Inc.

You can prevent Mixpanel from using your information for analytics purposes by opting-out. To opt-out of Mixpanel service, please visit this page: <https://mixpanel.com/optout/>

For more information on what type of information Mixpanel collects, please visit the Terms of Use page of Mixpanel: <https://mixpanel.com/terms/>

(b) **CI/CD tools:** We may use Service Providers to automate the development process of our Service.

GitHub:

GitHub is provided by GitHub, Inc.

GitHub is a development platform to host and review code, manage projects, and build software.

For more information on what data GitHub collects for what purpose and how the protection of the data is ensured, please visit GitHub Privacy Policy page: <https://help.github.com/en/articles/github-privacy-statement>.

(c) **Behavioral Remarketing:** Company may use remarketing services to advertise on third party websites to you after you visited our Service. We and our third-party vendors use cookies to inform, optimise and serve ads based on your past visits to our Service.

Google Ads (AdWords):

Google Ads (AdWords) remarketing service is provided by Google Inc.

You can opt-out of Google Analytics for Display Advertising and customize the Google Display Network ads by visiting the Google Ads Settings page: <https://www.google.com/settings/ads>

Google also recommends installing the Google Analytics Opt-out Browser Add-on – <https://tools.google.com/dlpage/gaoptout> – for your web browser. Google Analytics Opt-out Browser Add-on provides visitors with the ability to prevent their data from being collected and used by Google Analytics.

For more information on the privacy practices of Google, please visit the Google Privacy Terms web page: <https://policies.google.com/privacy?hl=en>

Twitter:

Twitter remarketing service is provided by Twitter Inc.

You can opt-out from Twitter's interest-based ads by following their instructions: <https://support.twitter.com/articles/20170405>

You can learn more about the privacy practices and policies of Twitter by visiting their Privacy Policy page: <https://twitter.com/privacy>

Facebook:

Facebook remarketing service is provided by Facebook Inc.

You can learn more about interest-based advertising from Facebook by visiting this page: <https://www.facebook.com/help/164968693837950>

To opt-out from Facebook's interest-based ads, follow these instructions from Facebook: <https://www.facebook.com/help/568137493302217>

Facebook adheres to the Self-Regulatory Principles for Online Behavioural Advertising established by the Digital Advertising Alliance. You can also opt-out from Facebook and other participating companies through the Digital Advertising Alliance in the USA <https://www.aboutads.info/choices/>, the Digital Advertising Alliance of Canada in Canada <https://youradchoices.ca/> or the European Interactive Digital Advertising Alliance in Europe <https://www.youronlinechoices.eu/>, or opt-out using your mobile device settings.

For more information on the privacy practices of Facebook, please visit Facebook's Data Policy: <https://www.facebook.com/privacy/explanation>

(d) Payments: We may provide paid products and/or services within the Service. In that case, we use third-party services for payment processing (e.g. payment processors).

We will not store or collect your payment card details. That information is provided directly to our third-party payment processors whose use of your personal information is governed by their Privacy Policy.

The payment processors we work with are:

Stripe:

Their Privacy Policy can be viewed at: <https://stripe.com/us/privacy>

10. Links to Other Sites

Our Service may contain links to other sites that are not operated by us. If you click a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over and assume no responsibility for the content, privacy policies or practices of any third party sites or services.

11. Children's Privacy

Our Services are not intended for use by children under the age of 13 ("Child" or "Children").

We do not knowingly collect personally identifiable information from Children. If you become aware that a Child has provided us with Personal Data, please contact us. If we become aware that we have collected Personal Data from Children without verification of parental consent, we take steps to remove that information from our servers.

12. Changes to This Privacy Policy

We may update our Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on this page.

You are advised to review this Privacy Policy periodically for any changes. Changes to this Privacy Policy are effective when they are posted on this page. Your continued use of the Service after any such changes are posted will be deemed your acceptance of the revised Privacy Policy. If you disagree with the changes, you must immediately discontinue any further use of the Service.

13. Contact Us

If you have any questions about this Privacy Policy, please contact us:

By email: support@opengrants.io.

Supplemental Terms Applicable to Clients

Last updated: October 28, 2020

1. Applicability

This document supplements and is subject to the OpenGrants Terms of Service (the "Terms"). If you are a Client (as defined in the Terms), your use of the Service is subject to these supplemental terms and conditions, in addition to the Terms. As used in this document, "you" or "your" refers to a Client. Any capitalized terms used but not defined herein will have the meaning given to them in the Terms.

2. Task Orders

When you agree to an engagement with a Grant Writer via the Service (a "Project"), the details of the Project will be set forth in a scope of work, task order or other purchasing document (each, and "Order Form"). Such details may include, but are not limited to, the name of the grant, the Grant Writer's fees, as well as the Application management fee that Company will charge for making the Service available to the Client and the Grant Writer, any Advisory Services to be provided by Company, and any other administrative and technical support to be provided by Company.

3. Fees and Payment

(a) Platform Fees: In exchange for access to the OpenGrants platform, you agree to pay any amounts indicated on the Service (including on the pricing section or page of the OpenGrants website), as set forth herein or as otherwise communicated to you in writing. Such fees may include either one-time fees or recurring subscription fees for the Service. Except when required by law, such platform fees are non-refundable.

(b) Project Fees: When you enter into a Project, all amounts listed on the Order Form shall be paid directly to Company, as described in this Section 3(b). Once we receive an invoice from a Grant Writer in connection with any Project, we will share the invoice with you, and you will have up to 5 business days to accept or dispute the invoice (see the "Disputes Among Users" section of the Terms). We will automatically charge your designated payment method if you indicate your acceptance of the invoice, do not file a timely dispute, or otherwise a dispute resolution process is decided against you. Within 5 business days of our receipt of funds from you, the Grant Writer's fees listed on the Order Form will be paid by us to the Grant Writer. You agree and acknowledge that Company will retain the remaining amounts as consideration for Company maintaining the Service and providing any additional services to you.

(c) Payment Authorization: If you wish to purchase any product or service made available through the Service (a "Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card and your billing address. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.

You hereby authorize Company to automatically charge the credit card or other payment method(s) designated by you in such amounts and at such time as set forth above and as otherwise communicated to you in writing (including, without limitation, in an Order Form or via the Service). Further, to facilitate ACH payments, you authorize Company to initiate electronic debit or credit entries through the ACH system to the payment method designated by you in your OpenGrants account.

We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. You also agree and acknowledge that you will be subject to the terms of use and privacy policy of such third-party processor(s).

Please note that we reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

(d) Late Payments: If at any time we are unable to debit any amounts owed from your designated financial account, whether due to insufficient funds or inaccurate payment information, we will make an effort to notify you of the deficiency. Any outstanding balances that remain past due shall be subject to interest at a rate equal to the greater of 1.5% per month, or the maximum legal interest rate permitted by law, whichever is lower.

(e) Fee Changes: Company, in its sole discretion and at any time, may modify its fees. Any changes to subscription fees will become effective at the end of the then-current billing cycle. We will attempt to notify you of any change in fees by contacting you at the email address we have for you. Your continued use of the Service after the fee change comes into effect constitutes your agreement to pay the modified subscription fee amount.

4. Your Obligations

The obligations described below are in addition to, and not in lieu of, any other obligations described in the Agreements.

(a) Communication; Information Requests: The Client shall make its best efforts to provide Company with timely and prompt communication throughout the duration of any Project, including but not limited to providing any information as requested by Company that may be required for Company to effectively perform its services and obligations. Communications are to be conducted primarily over email or such other methods that

Company may designate from time to time. The Client represents and warrants that information provided to Company is complete and accurate to the best of the Client's knowledge. Any projected timeline provided in an Order Form, including date of grant submission, assumes prompt communication from the Client.

(b) Failure to Communicate: The Client agrees and acknowledges that its failure to promptly and consistently provide information as requested by Company may result in delays and, in certain cases, missing the grant submission deadline. If the Client has failed to make contact regarding the Project, written or verbal, Company may cancel a Project and terminate the Client's account and use of the Service, and any balances owed will become immediately due and payable.

Without limiting the generality of the foregoing, the Client agrees that, in the event that a Project is not submitted within four (4) months of the execution of the applicable Order Form, the Fee Waiver shall not apply with respect to the fees for such Project, except where such delay is caused by circumstances outside of the Client's reasonable control.

5. No Guarantees

Without in any way limiting any terms set forth in the Agreements, you agree and acknowledge that we do not make any guarantees or representations about the outcome of any Project, including whether a grant submission will be successful, or any other use of the Service by you. You agree and acknowledge that you use the Service and hire any Grant Writer at your own risk, and that neither Company nor any of its affiliates, directors, officers, employees or agents will be liable to you or any other third party if you fail to obtain any grant opportunities identified via the Service.

Supplemental Terms Applicable to Grant Writers

Last updated: October 27, 2020

1. Applicability

This document supplements and is subject to the OpenGrants Terms of Service (the "Terms"). If you are a Grant Writer (as defined in the Terms), your use of the Service is subject to these supplemental terms and conditions, in addition to the Terms. As used in this document, "you" or "your" refers to a Grant Writer. Any capitalized terms used but not defined herein will have the meaning given them in the Terms.

2. Task Orders

When you agree to an engagement with a Client via the Service (a "Project"), the details of the Project will be set forth in a scope of work, task order or other purchasing document (each, and "Order Form"). Such details may include, but are not limited to, the name of the grant, your fees, as well as the Application management fee that Company will charge for making the Service available to the Client and the Grant Writer, any Advisory Services to be provided by Company, and any other administrative and technical support to be provided by Company.

3. Services

You agree to perform the services set forth in each Order Form (collectively, the "Grant Writer Services"), and to use your best efforts to perform the Grant Writer Services consistent with best industry standards and the terms of the Order Form, and further such that the Grant Writer Services and any Deliverables are reasonably satisfactory to the relevant Client(s).

4. Payments to You

(a) Your fees: We will pay you your fees listed on an Order Form. You agree to submit an invoice via the Service for your work on a Project, and we will share the invoice with the relevant Client. The Client will have up to 5 business days to review and either accept or dispute the invoice (see the "Disputes Among Users" section of the Terms). We will pay the invoice within 5 business days of our receipt of payment from the Client. You agree and acknowledge that Company will retain the remaining amounts paid by the Client(s) as consideration for Company maintaining the Service and providing any additional services to the Client(s).

(b) Expenses: In the course of performing the Grant Writer Services, you agree that you will not incur any expenses on behalf of Company or any Client and that you will be responsible for all expenses incurred by you, unless pre-approved in writing by Company or the applicable Client(s). As a condition to receipt of reimbursement for authorized expenses, you will be required to submit receipts and/or other documentation of such expenses.

5. Your Relationship to Company

You agree and acknowledge that:

1. You are not an employee of Company, and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance);
2. You are solely responsible for determining, and have the sole right to determine, which Projects to accept; the time, place, manner, and means of providing any Grant Writer Services; the type of services you provide; and the price you charge for your services or how that pricing is determined or set;
3. Company does not, in any way, (i) supervise, direct, or control you or any Grant Writer Services you provide; (ii) impose any deadline for completion of any Grant Writer Services; or (iii) dictate the performance, methods or process you use to perform the Grant Writer Services;
4. Company does not set or have any control over your pricing, work hours, work schedules, or work location, and nor is Company involved in any other way in determining the nature and amount of any compensation that may be charged by or paid to you for a Project;
5. You will be paid at such times and amounts as agreed with a Client in an Order Form, and Company does not, in any way, provide or guarantee you a regular salary or any minimum, regular payment;
6. Company will not provide you with training or any equipment, labor, tools, or materials related to any specific Project; and
7. You are free to use subcontractors or employees to perform Grant Writer Services, provided that (i) you are solely responsible for the actions or omissions of such subcontractors or employees, (ii) any obligations applicable to you under the Agreements (including, without limitation, with respect to confidentiality and assignment of intellectual property rights in and to the Deliverables) will equally apply to your subcontractors and employees, and (iii) you are solely responsible for entering into contractual agreements with your subcontractors and employees performing services in connection with any Projects that impose such obligations.

6. California Residents

If you are located in California, you represent and warrant that:

1. You maintain a business location, which may include your residence, that is separate from Company and/or any Client(s);
2. You have a business license, in addition to any required professional licenses or permits for you to practice in your profession; and
3. You are customarily engaged in providing grant writing services with another hiring entity or otherwise hold yourself out to other potential customers as available to perform the same type of work.

As a condition of being able to enter into any Project, Company may require you to provide documentation related to the above representations and warranties that is satisfactory to Company, in its sole and absolute discretion. If you do not provide such documentation to Company in a timely manner, Company may immediately terminate your access to the Service and your involvement with any Projects, whether or not such Project is already underway.

Supplemental Terms Applicable to Subject Matter Experts & Service Providers

Last updated: February 11, 2021

1. Applicability

This document supplements and is subject to the OpenGrants Terms of Service (the "Terms"). If you are a Subject Matter Expert or Consultant (as defined in the Terms), your use of the Service is subject to these supplemental terms and conditions, in addition to the Terms. As used in this document, "you" or "your" refers to a Subject Matter Expert or Consultant. Any capitalized terms used but not defined herein will have the meaning given them in the Terms.

2. Task Orders

When you agree to an engagement with a Client via the Service (a "Project"), the details of the Project will be set forth in a scope of work, task order or other purchasing document (each, and "Order Form"). Such details may include, but are not limited to, the name of the grant, your fees, as well as the Application management fee that Company will charge for making the Service available to the Client and the Grant Writer, any Advisory Services to be provided by Company, and any other administrative and technical support to be provided by Company.

3. Services

You agree to perform the services set forth in each Order Form (collectively, the "Services"), and to use your best efforts to perform the Services consistent with best industry standards and the terms of the Order Form, and further such that the Services and any Deliverables are reasonably satisfactory to the relevant Client(s).

4. Payments to You

(a) Your fees: We will pay you your fees listed on an Order Form. You agree to submit an invoice via the Service for your work on a Project, and we will share the invoice with the relevant Client. The Client will have up to 5 business days to review and either accept or dispute the invoice (see the “Disputes Among Users” section of the Terms). We will pay the invoice within 5 business days of our receipt of payment from the Client. You agree and acknowledge that Company will retain the remaining amounts paid by the Client(s) as consideration for Company maintaining the Service and providing any additional services to the Client(s).

(b) Expenses: In the course of performing the Services, you agree that you will not incur any expenses on behalf of Company or any Client and that you will be responsible for all expenses incurred by you, unless pre-approved in writing Company or the applicable Client(s). As a condition to receipt of reimbursement for authorized expenses, you will be required to submit receipts and/or other documentation of such expenses.

5. Your Relationship to Company

You agree and acknowledge that:

1. You are not an employee of Company, and you are not eligible for any of the rights or benefits of employment (including unemployment and/or workers compensation insurance);
2. You are solely responsible for determining, and have the sole right to determine, which Projects to accept; the time, place, manner, and means of providing any Services; the type of services you provide; and the price you charge for your services or how that pricing is determined or set;
3. Company does not, in any way, (i) supervise, direct, or control you or any Services you provide; (ii) impose any deadline for completion of any Services; or (iii) dictate the performance, methods or process you use to perform the Services;
4. Company does not set or have any control over your pricing, work hours, work schedules, or work location, and nor is Company involved in any other way in determining the nature and amount of any compensation that may be charged by or paid to you for a Project;
5. You will be paid at such times and amounts as agreed with a Client in an Order Form, and Company does not, in any way, provide or guarantee you a regular salary or any minimum, regular payment;
6. Company will not provide you with training or any equipment, labor, tools, or materials related to any specific Project; and
7. You are free to use subcontractors or employees to perform Services, provided that (i) you are solely responsible for the actions or omissions of such subcontractors or employees, (ii) any obligations applicable to you under the Agreements (including, without limitation, with respect to confidentiality and assignment of intellectual property rights in and to the Deliverables) will equally apply to your subcontractors and employees, and (iii) you are solely responsible for entering into contractual agreements with your subcontractors and employees performing services in connection with any Projects that impose such obligations.

6. California Residents

If you are located in California, you represent and warrant that:

1. You maintain a business location, which may include your residence, that is separate from Company and/or any Client(s);
2. You have a business license, in addition to any required professional licenses or permits for you to practice in your profession; and
3. You are customarily engaged in providing services with another hiring entity or otherwise hold yourself out to other potential customers as available to perform the same type of work.

As a condition of being able to enter into any Project, Company may require you to provide documentation related to the above representations and warranties that is satisfactory to Company, in its sole and absolute discretion. If you do not provide such documentation to Company in a timely manner, Company may immediately terminate your access to the Service and your involvement with any Projects, whether or not such Project is already underway.

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