

Terms of Use

Biddle Consulting Group, Inc., hereinafter referred to as “Biddle”, located at 193 Blue Ravine Road Suite 270, Folsom, CA 95630, provides services available at our website, <https://myaap.myaapweb.com> (the “Site”). Use of the Site and our services including any service, software, application, plugin, component, functionality or program provided now or in the future (“Service” or “Services”) is governed by these Terms of Service (“Terms”). These Terms apply to Customer (also referred to as “You”), Customer’s employees (“Employee Users”) and third party users (“Third Party Users”) (collectively “Users”) utilizing Customer’s Account (as hereinafter defined).

BY COMPLETING THE REGISTRATION PROCESS, YOU REPRESENT AND WARRANT THAT YOU: (i) ARE 18 YEARS OF AGE OR OLDER; (ii) HAVE THE AUTHORITY TO, OR ARE AUTHORIZED TO BIND CUSTOMER TO THESE TERMS AND CONDITIONS; AND (iii) HAVE READ, UNDERSTAND AND AGREE ON BEHALF OF CUSTOMER TO BE BOUND BY THESE TERMS AND CONDITIONS.

Description of Service

The Service is an Internet-based data storage and transfer service provided for the purposes of conducting affirmative action plan analyses. Biddle is constantly innovating the Service in order to provide its customers with the best possible experience, and Biddle reserves the right to update the Service at its discretion and to add or delete features, from time to time. Unless otherwise specified, the Service is provided on a subscription basis and does not constitute the license of any software.

Modifications to this Agreement

Biddle, at its sole discretion, reserves the right to change, modify, amend or otherwise alter this Agreement at any time. The most current version of this Agreement can be reviewed by clicking the "Terms of Use" hypertext link located on the Biddle website and shall control if different than this Agreement. Customer/technical support is available at support@Biddle.com.

Free Trial and Special Offers

Biddle provides a one-time free trial offer. If You exceed the bandwidth or storage limits of your plan while on your free trial or if You exceed 10 gigabytes of total storage or 10 gigabytes of total bandwidth use, whichever is more restrictive, Biddle reserves the right to terminate your free trial before the specified end date or require You to switch to a paid plan to continue usage of the account. Additionally, if You have previously utilized a free trial, You may be required to convert your free trial to a paid account or your free trial account may be canceled. Finally, if

Biddle determines that You are using your free trial for a non-business purpose or in a potentially illegal or unethical way; your free trial may be terminated without notice. Biddle also reserves the right to terminate your free trial for other reasons not outlined above, at the discretion of Biddle.

At the end of the trial period, if You previously provided your credit card information, You will be automatically subscribed. We will bill your credit card for the fees of the Service plan You selected at registration or to a default Service plan for trial subscribers selected by Biddle. At the end of the trial You will be billed for the total amount of the software. Thereafter You will be billed the normal amount, annually. If You wish to terminate the trial and do not wish to subscribe to a plan, You must cancel before the end of your trial period. You may cancel in the at anytime via email to support@biddle.com

You will have the option to subscribe to additional services that Biddle offers as described on the Site www.Biddle.com. All services are subject to the terms of this Agreement or another agreement specific to those additional services.

From time to time, Biddle may offer certain trial and/or promotional offers. Biddle reserves the right to discontinue or modify coupons, credits and promotional offers at our discretion and without notice.

Incomplete Signup Emails

If You begin the registration process for Services but fail to complete the process, Biddle may contact You in an effort to successfully guide you through this process. You hereby authorize Biddle to make such contact, even if You ultimately determine not to register for Services.

User Accounts and Responsibilities

A User Account is required for an individual to access and utilize the Service under your Customer Account. To establish a User Account, the User (or the Customer on behalf of User) must complete a registration process by providing Biddle with current, complete and accurate information as required. In registering Users for the Service, Customer agrees that it and its Users will submit accurate, current and complete information and promptly update such information as appropriate. Should Biddle suspect that any User information is not accurate, current or complete, Biddle reserves the right to suspend or terminate the Customer's and/or the User's usage of the Service. User accounts cannot be shared or used by more than one individual.

You are solely responsible for any and all activities that occur under your Customer Account, including ensuring that you and all Users exit or log-off from the Service at the end of each session of use and ensuring that you and your Users have all necessary rights in and to the Data submitted to the Service under your Customer Account. You shall notify Biddle immediately of any unauthorized use of your Customer Account or any User password or any other breach of security that is known or suspected by you. Customer agrees to indemnify and hold Biddle harmless against any claim and/or liability resulting from Customer's failure to comply with the responsibilities set forth in this Section.

Uploaded Data

Customer retains all rights to any and all of Customer's or its Users' Uploaded Data. Biddle shall not own or license any data, content, information or material that you or your Users include in Uploaded Data and submit to the Service. Biddle will not monitor, edit or disclose any information regarding You or your Customer Account, including any Uploaded Data, without your prior permission, except as permitted by this Agreement or as required by applicable law. Biddle may access your account, including Uploaded Data, to respond to service or technical problems or as stated in this Agreement or required by applicable law. You, not Biddle, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Uploaded Data, and Biddle shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Uploaded Data.

Payment of Fees

Biddle offers its Service for annual fees (the "Fees") which you will pay to Biddle by authorized credit card or, if agreed to by Biddle, by check. Biddle reserves the right to change the Fees or applicable charges and to institute new charges at any time, upon thirty (30) days prior notice to you (which may be sent by email to the address you have most recently provided to us). Your authorized credit card will automatically be charged Fees on the 1st of the month or the expiration of the initial trial period, if any, whichever is earlier. Thereafter, the Fees will automatically be charged to your authorized credit card, in advance, on or about the 1st of each month. In the event You cancel the Service, Biddle will not refund any Fees already paid by you.

Your Customer Account will be considered delinquent if You or your credit card company fails to pay the amount billed to it and that amount remains unpaid at the beginning of the next accounting cycle. Your Customer Account may be suspended, archived or purged from the Service if your account is delinquent for more than 30 days. Biddle may impose a charge to restore archived data from delinquent accounts.

If You believe Biddle has billed you incorrectly, You must contact Biddle no later than 60 days after the closing date on the first billing statement in which the error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Biddle's Customer Support department (support@Biddle.com).

Biddle may choose to bill through an invoice. Full payment for invoices issued in any given month must be received by Biddle thirty (30) days after the mailing date of the invoice, or the Service may be terminated. Unpaid invoices are subject to interest of 1% per month on any outstanding balance or the maximum permitted by law, plus all expenses of collection.

Please remember that Biddle bills You immediately for the extra features You order. You will initially be charged a pro-rated charge for the upgrade based on the number of days left until your regular billing date. Subsequently, You will be billed for all subscription charges on the normal billing date for your account. If You choose to cancel the extra features after payment has been made for the month, you will not be reimbursed for the days you did not use the features.

User Conduct and Restrictions

Except to the extent permitted by applicable law, Customer may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in connection with the Services and/or any other aspect of the Company's technology. Customer shall not market, offer to sell, sell and/or otherwise resell the Service to any third party. Customer agrees, on behalf of itself and its Users, not to use the Service (a) in connection with sending unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise; (b) to harvest, collect, gather or assemble information or data regarding other users, including email addresses, without their consent; (c) to transmit through or post on the Service unlawful, harassing, libelous, abusive, harassing, fraudulent, tortuous, defamatory, threatening, harmful, abusive, libelous, invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or material which is harmful to minors in any way; (d) to transmit through or post on the Service any material that may infringe the intellectual property rights or other rights of third parties, including trademark, copyright or right of publicity; (e) transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses, worms, time bombs, cancelbots; (f) to interfere with or disrupt servers or networks connected to the Service or violate the regulations, policies or procedures of such networks; (g) to attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service through password mining or any other means;

(h) to harass or interfere with another user's use and enjoyment of the Service; (i) to submit to or store in the Service any Protected Health Information unless the Customer has informed Biddle in advance and executed a Business Associate Agreement in the form determined by Biddle, or (j) to make any representations with respect to Biddle or this Agreement (including, without limitation, that Biddle is a warrantor or co-seller of any of Customer's products and/or services). All judgments concerning the applicability of these restrictions and any responses to violations thereof shall be at the sole and exclusive discretion of Biddle.

Biddle has no obligation to monitor the Service or any User's use thereof or retain the content of any User session. However, Biddle reserves the right at all times to access, acquire, use, delete, monitor, review, retain and/or disclose any information as necessary to satisfy any applicable law, regulation, legal process or governmental request, and such action is considered to be authorized by You.

Term and Termination

This Agreement shall commence on the Effective Date and continue for the Term. Biddle, in its sole discretion, may terminate your password, account or use of the Service and remove and discard any Uploaded Data within the Service if you fail to comply with this Agreement. You may terminate your Customer Account upon thirty (30) days' notice to Biddle at any time; however, you will not receive a refund of any portion of your fees paid to Biddle. Any written notice of termination must be submitted to Biddle's Customer Support department (support@Biddle.com)

Upon termination of this Agreement, You will immediately discontinue all access and use of the Service. Neither party shall be liable for any damages resulting from a termination of this Agreement in accordance with this Section.

Upon termination, you may request a file of your Uploaded Data, which Biddle will make available for a fee. You must make such request within thirty (30) days of termination. Biddle shall have no obligation to maintain any Uploaded Data stored in your Customer Account or to forward any Uploaded Data to You or any third party.

Proprietary Rights

Except for the subscription rights granted herein, You have no right, title or interest in or to the Service or any intellectual property rights related thereto. You agree that Biddle or its licensors retain all proprietary right, title and interest, including intellectual property rights, in and to the Services, including, without limitation, all modifications, enhancements, derivative works, configuration, translations, upgrades and interfaces thereto.

Indemnification

You agree to indemnify, defend and hold harmless Biddle, its parents, its affiliates and their respective officers, directors, employees, attorneys, representatives, licensors, third-party providers and agents from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with your use of the Service (including the Uploaded Data) or breach of this Agreement.

Disclaimer of Warranties

THE SERVICES ARE PROVIDED BY BIDDLE ON AN "AS IS" BASIS. BIDDLE DOES NOT REPRESENT OR WARRANT THAT: (I) THE USE OF THE SERVICE WILL BE TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (II) THE SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR (III) ERRORS OR DEFECTS WILL BE CORRECTED. ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY BIDDLE.

Limitation of Liability

IN NO EVENT SHALL BIDDLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY THE CUSTOMER TO BIDDLE IN THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL BIDDLE BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO YOUR USE OR INABILITY TO USE THE SERVICE OR FOR ANY DATA OBTAINED FROM OR THROUGH THE SERVICE, EVEN IF BIDDLE HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS ABOVE MAY NOT APPLY TO YOU.

Compliance with Laws

Customer and all Users agree to comply with all applicable local, state, national and foreign laws, rules and regulations in connection with their access and/or use of the Services under this Agreement. Customer shall comply with all legal duties applicable to Customer as a data

controller by virtue of Customer submitting Uploaded Data to or storing Uploaded Data within the Service. Specifically, Customer shall provide the relevant persons and/or participants with all information or notices Customer is required by applicable privacy and data protection law to provide and, if necessary, obtain the consent of or provide choices to such persons and/or participants as required by such laws.

COPYRIGHT COMPLAINTS AND REMOVAL POLICY

Biddle reserves the right to delete or disable the accounts of Users who we believe to be infringing the intellectual property rights of others and to remove any such infringing materials. If you believe the Services have been used in a way that constitutes copyright infringement, please send a message to our Copyright Agent, providing all of the following information, as required by the Digital Millennium Copyright Act:

- A statement that you have identified content on the Service that infringes a copyright you own or the copyright of a third party for whom you are authorized to act;
- A description of the copyrighted work you claim has been infringed;
- A specific description of where the allegedly infringing material is located on the Services, including a URL or exact description of the content's location;
- Your full name, address, telephone number and email address;
- A statement that you have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use);
- A statement that, under penalty of perjury, the information in your notice is accurate and that you are authorized to act on behalf of the owner of the exclusive right that is allegedly infringed; and
- Your electronic or physical signature (e.g., a scanned copy).

Please send your notice by email or regular mail to:

Attn: Biddle Copyright Agent
Biddle Consulting Group, Inc.
193 Blue Ravine Road, Suite 270
Folsom, CA 95630

Phone: (916)294-4250

Email: staff@Biddle.com

Biddle also reserves the right to forward the information in the copyright-infringement notice to the User who allegedly provided the infringing content.

Export Restrictions

Biddle controls and operates the Service from its location in the United States using servers in the U.S. and other countries. As a U.S. company, Biddle and its Services are subject to the U.S. economic sanctions and export control laws and regulations. Biddle makes no representation that the Service is appropriate or available for use in other locations. By using the Service outside of the U.S., you agree that you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of the U.S. and other countries. You further agree that no information or data acquired through the use of the Service is or will be acquired for, shipped, transferred, exported or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor is or will be used for nuclear activities, chemical biological weapons or missile projects, unless specifically authorized by the U.S. Government for such purposes. You further acknowledge that Uploaded Data may be stored on or routed through servers located outside the United States. You shall comply strictly with all U.S. export control and economic sanctions laws and regulations (including, without limitation, the U.S. International Traffic in Arms Regulations, the U.S. Export Administration Regulations and regulations administered by the Department of the Treasury's Office of Foreign Assets Control) applicable to transfers of such Uploaded Data and assume sole responsibility for obtaining licenses to export or re-export as may be required. Biddle shall have no liability for your failure to comply with such laws, regulations, licenses or other authorizations in relation to the Service and/or the Uploaded Data. Notwithstanding any other provision in this Agreement, Biddle shall have the right to terminate this Agreement immediately upon the determination by Biddle that Customer is not in compliance with US export laws or violates any government privacy and/or data protection laws.

Additional Terms

This Agreement shall be governed by California law, and all disputes, actions, claims or causes of action related to this Agreement or the Service shall be brought only in the federal and state courts located in Sacramento, California.

Customer and Biddle are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the parties.

Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part, and any such attempted assignment or delegation shall be void.

For all purposes of this Agreement and the operation of the Service, Biddle shall be entitled to rely on its reasonable and good faith determination of an individual's or administrator's authority to act on behalf of Customer.

Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers and other third parties; explosions and fires; embargoes, strikes and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a party.

If at any time continued provision of the Service would compromise the security of the Service due, without limitation, to hacking attempts, denial of service attacks, mail bombs or other malicious activities, Customer agrees Biddle may temporarily suspend the Service.

Biddle may provide Customer with notice via e-mail, regular mail and/or postings on the Biddle website.

The failure of a party or Biddle in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement, and the other provisions shall remain in full force and effect. In this case, the parties agree to comply with the remaining terms of this Agreement in a manner consistent with the original intent of the Agreement.

Captions and headings are used herein for convenience only. Captions and headings are not a part of this Agreement and shall not be used in interpreting or construing this Agreement.

The English language version of this Agreement shall be the controlling version and is incorporated by reference into any translation of this Agreement. Any translation or other language version of this Agreement shall be provided for informational purposes only.

Pronouns contained in this Agreement shall apply equally to the feminine, neuter and masculine genders. The singular shall include the plural, and the plural shall include the singular.

Definitions

For purposes of this Agreement:

“Agreement” means these Terms of Service as may be amended from time to time and any other documents incorporated by reference.

“Customer” means the legal entity or individual that enters into this Agreement. Customer is also referred to in this Agreement as “You”.

“Customer Account” means a storage account for the use of the Service assigned to a Customer.

“Effective Date” means the date of electronic acceptance of this Agreement by Customer.

“Protected Health Information (PHI)” has the definition set forth in the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E, as amended from time to time.

“Uploaded Data” means any files and data that Customer or User uploads into Customer Account for storage or transfer to third parties, but not any other data, including, without limitation, registration and relationship information that Biddle collects to do business with Customer and to improve the Service.

“User Account” means an individual’s account for use of the Service that is affiliated with a Customer Account.