

# **Terms and Conditions**

## **V1.1 – effective date – 03/04/2025**

### **1. Introduction**

These Terms and Conditions ("Terms") govern your use of the services provided by Bid Bot Ltd, located at 9 Beechwood Avenue, Manchester, M41 8UG, including the website and any associated features (collectively, the "Service"). By accessing or using the Service, you agree to be bound by these Terms.

### **2. Use of the Service**

2.1 Eligibility: You must be at least 18 years old and capable of forming a binding contract to use the Service. By accessing or using the Service, you represent and warrant that you meet these eligibility requirements.

2.2 License: Subject to these Terms, Bid Bot Ltd grants you a limited, non-exclusive, non-transferable, and revocable license to use the Service for its intended purpose.

2.3 User Content: You are solely responsible for the content you input into the Service ("User Content"). You retain all rights to your User Content. By uploading, submitting, or otherwise making User Content available through the Service, you grant Bid Bot Ltd a worldwide, royalty-free, sublicensable, and transferable license to display and distribute such User Content solely for the purpose of providing the Service to you. However, Bid Bot Ltd shall not reproduce or modify your User Content beyond what is necessary to provide the Service. Bid Bot Ltd will use anonymized data to improve our service and for marketing purposes.

#### **2.4 Use of Customer's Content:**

2.4.1 Authorisation and Responsibility: You may use the Service to input and manage content belonging to your customers ("Customer Content"). You represent and warrant that you have obtained all necessary rights, permissions, and consents to use such Customer Content within the Service. You acknowledge and agree that Bid Bot Ltd shall not be responsible or liable for the Customer Content inputted or managed by you within the Service. You agree to indemnify and hold harmless Bid Bot Ltd from any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to your use of Customer Content within the Service.

2.4.2 Confidentiality and Data Protection: Users acknowledge and agree to protect the confidentiality of customer and company information, including customer data and user content accessed through our tool, refraining from sharing such information with unauthorized parties outside their company or within without a legitimate need-to-know basis, and prohibiting the unauthorized copying, sharing, or distribution of user content. Users shall comply with applicable data protection laws, provide training to

employees, and promptly notify us of any breaches. Failure to adhere to these obligations may result in termination of access and legal consequences.

**2.5 Data Transfer and Processing:** As part of the Service, User Content and Customer Content may be transferred to and processed by third-party artificial intelligence (AI) services located in the United States. By using the Service, you consent to such transfers and processing in compliance with applicable data protection laws.

### **3. Limitations and Disclaimers**

**3.1 Content Suggestions:** The Service may provide suggestions, recommendations, or other content generated by artificial intelligence ("AI"). These suggestions are provided for informational purposes only and Bid Bot Ltd makes no guarantees as to the accuracy, completeness, or suitability of such suggestions.

**3.2 User Responsibility:** You acknowledge and agree that it is your responsibility to review and verify the accuracy and legality of any content suggested by the Service. Bid Bot Ltd shall not be responsible or liable for any consequences arising from your reliance on such suggestions.

**3.3 Content Saving and Storage:** Bid Bot Ltd provides storage for User Content as part of the Service. However, users remain responsible for ensuring the integrity of their data and maintaining their own backups. While Bid Bot Ltd implements reasonable security measures, it does not guarantee absolute data security or permanence.

### **4. Intellectual Property**

**4.1 Bid Bot Ltd Property:** All rights, title, and interest in and to the Service, including all intellectual property rights, are and will remain the exclusive property of Bid Bot Ltd and its licensors.

**4.2 Feedback:** If you provide any feedback, suggestions, or ideas regarding the Service ("Feedback"), you hereby grant Bid Bot Ltd a perpetual, irrevocable, worldwide, royalty-free, sublicensable, and transferable license to use, modify, distribute, and incorporate such Feedback into the Service without any obligation of compensation or attribution.

### **5. Termination**

**5.1 Termination by Bid Bot Ltd:** Bid Bot Ltd reserves the right to suspend or terminate your access to the Service at any time, with or without cause, and without notice.

**5.2 Termination by You:** You may terminate these Terms by discontinuing your use of the Service.

## **6. Miscellaneous**

6.1 Modifications: Bid Bot Ltd reserves the right to modify or update these Terms at any time. Any changes will be effective immediately upon posting the updated Terms on the Service. Your continued use of the Service after the posting of the updated Terms constitutes your acceptance of such changes. Bid Bot Ltd may also notify you of significant changes to these Terms via email or other communication methods. Your continued use of the Service after the posting of the updated Terms or notification of changes constitutes your acceptance of such changes. Any amendments or modifications to these Terms must be made in writing and agreed upon by both parties.

6.2 Governing Law: These Terms shall be governed by and construed in accordance with the laws of the England and Wales, without regard to its conflict of law principles.

## **7. Data Protection and Privacy**

7.1 Collection and Use of Personal Information: Bid Bot Ltd respects your privacy and is committed to protecting your personal information. Any personal information collected through your use of the Service will be used in accordance with our Privacy Policy. By using the Service, you consent to the collection, use, and disclosure of your personal information as described in the Privacy Policy.

7.2 GDPR Compliance: If you are located in the European Union or if the General Data Protection Regulation (GDPR) applies to you, Bid Bot Ltd ensures compliance with GDPR requirements regarding the processing of personal data. Please refer to our Privacy Policy for more information on how we handle personal data and your rights under the GDPR.

## **8. Liability Limitation**

8.1 Exclusion of Consequential Damages: To the fullest extent permitted by law, Bid Bot Ltd shall not be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of, revenue, data, or goodwill, arising out of or in connection with your use of the Service.

## **9. Disclaimer of Warranty**

9.1 No Warranty: The Service is provided "as is" and "as available," without any warranties or guarantees of any kind, whether express, implied, or statutory. Bid Bot Ltd disclaims all warranties, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement of intellectual property rights.

## **10. User Conduct**

10.1 Prohibited Activities: You agree not to engage in any prohibited activities while using the Service, including but not limited to spamming, hacking, distributing malware, or violating any laws or

regulations. Bid Bot Ltd reserves the right to suspend or terminate your access to the Service if you engage in prohibited activities.

## **11. Dispute Resolution**

11.1 Arbitration: Any disputes arising out of or relating to these Terms or your use of the Service shall be resolved through binding arbitration administered by a mutually agreed-upon arbitration provider. The arbitration shall be conducted in accordance with the rules and procedures of the arbitration provider, and the arbitrator's decision shall be final and binding.

## **12. Force Majeure**

12.1 Excused Performance: Bid Bot Ltd shall not be liable for any failure or delay in performing its obligations under these Terms if such failure or delay is caused by circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, or government actions.

## **13. Severability**

13.1 Invalidity of Provisions: If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be valid, legal, and enforceable to the fullest extent permitted by law.

## **14. Entire Agreement**

14.1 Entire Agreement: These Terms constitute the entire agreement between you and Bid Bot Ltd regarding your use of the Service and supersede all prior or contemporaneous agreements and understandings, whether written or oral, relating to the subject matter herein.

By using the Service, you acknowledge that you have read, understood, and agree to be bound by these Terms. If you do not agree to these Terms, you may not use the Service.

Contact Us: If you have any questions or concerns about these Terms, please contact us at [support@bid-bot.co.uk](mailto:support@bid-bot.co.uk).