



## Terms of Use for BidPro by Food for Schools, LLC

**Last Updated:** November 24, 2025

By accessing or using BidPro, you agree to the terms and conditions outlined in this Agreement. If you do not agree with these terms, you should not access or use the Service.

### **1. License and Access**

#### **1.1. Grant of License**

Subject to your compliance with this Agreement, we grant you a limited, exclusive, non-transferable, and revocable license to access and use BidPro solely for the purpose of school food procurement, subject to the terms set forth herein.

#### **1.2. User Account**

To use BidPro, you must create an account. You agree to provide accurate and up-to-date information when registering and to update such information as necessary. You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account.

#### **1.3. User Restrictions**

You agree not to:

- Copy, modify, or distribute any part of BidPro.
- Reverse engineer, decompile, or disassemble the Platform.
- Use the Service for any illegal, fraudulent, or unauthorized purpose.

### **2. Services Provided**

#### **2.1. BidPro Overview**

BidPro is an online platform that enables school districts and purchasing groups to efficiently manage food procurement through competitive bidding, supplier communications, item catalog management and reporting.

#### **2.2. Service Availability**

We strive to make BidPro available 24/7 but cannot guarantee continuous uptime. We reserve the right to temporarily suspend or limit access to the Service for maintenance, updates, or security purposes.

### **3. User Responsibilities**

#### **3.1. Compliance with Laws**

You agree to comply with all applicable federal, state, and local laws, regulations, and

guidelines in using the Service. This includes ensuring that any procurement practices facilitated by BidPro meet regulatory requirements for school food programs.

### **3.2. Data Accuracy and Security**

You are responsible for the accuracy, legality, and integrity of any data you provide or upload to BidPro. You agree to take all necessary measures to secure your login credentials and protect against unauthorized access to your account.

### **3.3. Procurement Practices**

You acknowledge that the procurement process facilitated by BidPro is based on the information you input into the system. You agree to use the Platform responsibly and only for legitimate school food procurement activities.

### **3.4. Tax Exempt Status**

By executing this agreement, you attest that you are a tax-exempt entity, not subject to any federal, state, or local sales tax. Documentation of your tax-exempt status shall be provided to Food for Schools, LLC, upon request.

## **4. Fees and Payment**

### **4.1. Subscription Fees**

Access to BidPro requires the payment of subscription fees, which will be specified on your invoice. Fees may be subject to change, and we will provide you with advance notice of any significant price changes.

### **4.2. Billing**

All fees will be billed in advance annually on a recurring basis, generally on a school year cycle beginning July 1 of each year. Fees may be pro-rated for the initial year should a user join mid billing cycle. You are responsible for ensuring that payment information is up to date.

### **4.3. Late Payments**

If you fail to pay any fees within the specified payment period, we reserve the right to suspend or terminate your access to the Service.

## **5. Intellectual Property**

### **5.1. Ownership**

BidPro and all its associated content, including but not limited to software, designs, text, graphics, and trademarks, are owned by Food for Schools, LLC and are protected by intellectual property laws.

## **6. Privacy and Data Protection**

### **6.1. Privacy Policy**

Your use of BidPro is governed by our Privacy Policy.

### **6.2. Data Retention**

Food for Schools LLC retains user data, including but not limited to solicitation records and bid information, for a minimum of three years plus the current year. After this

period, data may be archived at our discretion. Archived data may be less accessible, and users are responsible for downloading and maintaining any information they wish to retain before the retention period expires.

## **7. Limitations of Liability**

### **7.1. No Warranty**

BidPro is provided "as is" and "as available." We do not warrant that the Service will be error-free, uninterrupted, or meet your specific requirements.

### **7.2. Limitation of Liability**

In no event shall Food for Schools, LLC be liable for any indirect, incidental, special, consequential, or punitive damages arising from your use of the Service, even if we have been advised of the possibility of such damages. This includes any findings or corrective actions resulting from any state, federal or local audit or administrative review.

## **8. Indemnification**

8.1. You agree to indemnify, defend, and hold harmless Food for Schools, LLC, its officers, directors, employees, contractors and agents from and against any claims, damages, liabilities, costs, or expenses (including attorneys' fees) arising from your use of BidPro or any breach of this Agreement.

## **9. Termination**

### **9.1. Termination by You:**

You may terminate your subscription at any time by notifying Food for Schools LLC in writing or by email. No refunds, full or pro-rated, will be issued for user-initiated termination. Upon termination, you will no longer have access to the Service, and we will delete or return any data upon request, subject to applicable law.

### **9.2. Termination by Us:**

We may suspend or terminate your account, with or without cause and with or without notice. In such cases, you will receive a pro-rated refund of your annual subscription fee based on the date of termination.

## **10. Miscellaneous**

### **10.1. Amendments**

We reserve the right to amend this Agreement at any time. Any material changes will be communicated to you via email or within the Platform. Your continued use of BidPro after such amendments will constitute your acceptance of the modified Agreement.

### **10.2. Severability**

If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

### **10.3. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes

any prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

### **Contact Information**

If you have any questions about this Agreement, please contact us at:

#### **Food for Schools, LLC**

PO Box 281  
Alton, NH 03809  
[info@food4schools.com](mailto:info@food4schools.com)