
Terms of Service for proposalCENTRAL

1. ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS OF SERVICE

The proposalCENTRAL Service ("Service") is owned and operated by Altum, Inc. ("Altum"), and provided to you ("User") under the terms and conditions of this Terms of Service and any operating rules or policies, price schedules, and any other supplemental documents which are expressly incorporated herein by reference in this TOS and published from time to time (hereinafter collectively referred to as "TOS"). The TOS comprises the entire agreement between User and Altum and supersedes all prior agreements between the parties regarding the subject matter contained herein. BY REGISTERING WITH THE SERVICE AND OUR ACCEPTANCE OF THE REGISTRATION, YOU AND ALTUM ARE INDICATING OUR AGREEMENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE TOS.

2. DESCRIPTION OF SERVICES

Altum is providing User with the capability to store, retrieve, and submit electronically to a designated sponsor certain grant application and award data and files ("data") via the World Wide Web and Altum's system pursuant to the TOS. The User is responsible to: (1) provide all equipment, including computers and modems necessary to establish a connection to the World Wide Web; (2) provide for its own access to World Wide Web and pay for any telephone or network service fees or costs associated with such access.

In consideration for this Service, User agrees to: (1) provide certain current, complete and accurate information about User as prompted to do so by the Service and (2) maintain and update this information as required to keep it current, complete and accurate. All information requested through the original sign up process shall be referred to as registration data ("Registration Data"). Altum will take all reasonable measures not to divulge this information to any third party unless: (1) User expressly directs Altum to disclose such information; or (2) Altum is required to disclose such information by any applicable law or legal process served on Altum.

If any information provided by User is inaccurate, incomplete or misleading Altum retains the right to terminate User's rights to use the Service.

3. MODIFICATIONS TO TERMS OF SERVICE

Altum may, without the consent of the User, amend or modify the terms and conditions of the TOS at any time and from time to time, effective upon posting of the modified Policy to this URL: <https://proposalcentral.altum.com/termservice.pdf> and notifying the registered users of any material change in the terms.

User is responsible to (i) regularly visit Altum's website to obtain timely notice of any such amendments and/or (ii) review the most-current version of the TOS. User's continued use of the Service constitutes an affirmative: (1) acknowledgement by User of the TOS and its modifications; and (2) agreement by User to abide and be bound by the TOS and its modifications to the extent allowed by applicable law.

4. PRIVACY POLICY

It is Altum's policy to respect the privacy of Users. Therefore, in addition to the privacy of Registration Data as discussed in Section 2 above, Altum will not monitor, edit, or disclose the contents of a User's private communications unless required to do so by law or in the good faith belief that such action is necessary to: (1) conform to the edicts of the law or comply with legal process served on Altum; (2) protect and defend the rights or property of Altum; or (3) act under exigent circumstances to protect the personal safety of its Users or the public.

User acknowledges and agrees that Altum neither endorses the contents of any User communications nor assumes responsibility for any threatening, libelous, obscene, harassing or offensive material contained therein, any infringement of third party intellectual property rights arising there from or any crime facilitated thereby.

User acknowledges and agrees that certain technical processing of data may be required to: (1) work with the Service; (2) conform to connecting networks' technical requirements; (3) conform to the limitations of the Service; or (4) conform to other similar requirements.

5. LICENSE, LOGON ID and PASSWORD

User hereby expressly acknowledges and agrees that it is being granted a nonexclusive revocable license to use the Service. In furtherance thereof, when User signs up for the Service, User will receive an initial logon identification number and password through which User will conduct its use of the Service. User will use the logon identification number to access the web site and create and modify all User proposal information managed by the web site. The logon identification number is for the exclusive use of the User and may not be shared with or disclosed to any other person or entity. User is solely responsible to maintain the confidentiality of the logon identification number and password. User agrees to immediately notify Altum of any unauthorized use of User's account or any other breach of security known to User.

6. DISCLAIMER OF WARRANTIES

USER EXPRESSLY AGREES THAT USE OF THE SERVICE IS AT USER'S SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

ALTUM EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

ALTUM MAKES NO WARRANTY WHATSOEVER THAT THE SERVICE WILL MEET USER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES ALTUM MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICE OR THAT ANY DEFECTS IN THE SOFTWARE WILL BE CORRECTED.

USER EXPRESSLY UNDERSTANDS AND AGREES THAT ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT USER'S OWN DISCRETION AND RISK AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO USER'S COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH MATERIAL AND/OR DATA.

ALTUM MAKES NO WARRANTY WHATSOEVER REGARDING ANY GOODS OR SERVICES PURCHASED OR OBTAINED THROUGH THE SERVICE OR ANY TRANSACTIONS ENTERED INTO THROUGH THE SERVICE. ALTUM ASSUMES NO RESPONSIBILITY FOR THE DELETION OR FAILURE TO STORE USER'S DATA ON THE SERVICE.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY USER FROM ALTUM OR THROUGH THE SERVICE SHALL CREATE OR MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN WARRANTIES, SO, TO THE MINIMUM LIMITATIONS ALLOWED BY THE LAWS OF SUCH JURISDICTIONS, SOME OF THE ABOVE DISCLAIMERS OF WARRANTIES MAY NOT APPLY TO USER.

7. LIMITATION OF LIABILITY

IN NO EVENT WHATSOEVER SHALL ALTUM BE LIABLE TO THE USER OR TO THIRD PARTIES FOR ANY DAMAGES CAUSED, IN WHOLE OR IN PART, BY THE USE OF THE SERVICE, THE INABILITY TO USE THE SERVICE, THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS OR SERVICES PURCHASED OR OBTAINED, MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH THE SERVICE OR RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF USER'S TRANSMISSIONS OR DATA, OR FOR ANY LOST REVENUES, LOST PROFITS, LOST SAVINGS OR OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES INCURRED BY USER OR ANY THIRD PARTY, EVEN IF ALTUM IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. ALTUM'S LIABILITY ARISING FROM OR RELATED TO THIS TOS SHALL NOT UNDER ANY CIRCUMSTANCES EXCEED AN AMOUNT EQUAL TO THE MONTHLY FEE PAID BY USER.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN SUCH CASE, AND TO THE MINIMUM LIMITATIONS ALLOWED BY THE LAWS OF SUCH JURISDICTIONS, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO USER.

8. NO RESALE OR COMMERCIAL USE OF THE SERVICE

User's right to use the Service is personal to User. User may be an individual, a corporation, a university or other business entity. User agrees not to resell or make any commercial use of the Service without the express written consent of Altum.

9. USER CONDUCT

User is solely responsible for the contents of User's data within the Service. User's use of the Service is subject to all applicable local, state, national and international laws and regulations.

User agrees: (1) to comply with United States of America ("U.S.") law regarding the transmission of technical data exported from the U.S. through the Service; (2) not to use the Service for illegal or immoral purposes; (3) not to interfere or disrupt the service or networks connected to the Service; and (4) to comply with all regulations, policies and procedures of the Service and networks connected to the Service. User also agrees to abide by the terms and conditions of the Service's Acceptable Use Policy which is published on the Service's website.

The Service makes use of the Internet to send and receive certain data; therefore, User's conduct is subject to Internet regulations, policies and procedures. User will not use the Service for junk mail, spamming or any use of distribution lists to any person who has not given specific permission to be included in such a process.

User agrees not to transmit through the Service any unlawful, harassing, libelous, abusive, threatening, and harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. User further agrees not to transmit any material that encourages conduct that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law or regulation. Attempts to gain unauthorized access to other computer systems are prohibited.

User shall not interfere with another User's use and enjoyment of the Service or another entity's use and enjoyment of similar services.

Altum may, at its sole discretion, immediately terminate Service should User's conduct fail to conform to the terms and conditions of this TOS.

10. LIABILITY

User agrees to be responsible for its use of the Service to the extent allowed by applicable law.

11. TERMINATION

User and/or Altum may terminate the Service with or without cause at any time and effective immediately. Altum shall not be liable to User or any third party for termination of the Service.

Should User object to any terms and conditions of the TOS or any subsequent amendments, modifications or changes thereto or become dissatisfied with the Service in any way, User's only recourse is to immediately: (1) discontinue use of the Service; (2) terminate Service membership; and (3) notify Altum of such termination.

12. MISCELLANEOUS

12.1 This TOS embodies the entire understanding between the parties and there are not other agreements, representations, warranties or understandings, oral or written, between them with respect to the subject matter of this TOS. No alteration, modification or change of the TOS shall be valid and enforceable unless approved by Altum in writing.

12.2 If any of the provisions of the TOS are held by a court of competent jurisdiction to be illegal, invalid, or unenforceable under any applicable law, then such contravention or invalidity shall not invalidate the entire agreement. Such provisions shall be deemed modified to the extent necessary to render it legal, valid and enforceable, and if no such modification shall render it legal, valid and enforceable, then this TOS shall be construed as if not containing the provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly with the other provisions remaining in full force and effect. The provisions of Paragraphs 7,8,11 and 12.2 shall survive termination of the Service.

12.3 Altum's failure to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision.

12.4 This Agreement shall not confer any rights or remedies upon any individual, partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency or political subdivision thereof) or any other or similar type of entity other than the parties hereto and their respective successors and permitted assignees.

12.5 User shall not assign any of its rights, duties or obligations nor delegate any of its obligations hereunder without the prior written consent of Altum, which consent may be arbitrarily withheld. To the extent assignable, this TOS shall be binding upon and inure to the benefit of the parties hereto and their respective successors (including, specifically, any person or entity acquiring or otherwise succeeding to ownership of all or substantially all of the assets of any party hereto) and permitted assigns.

12.6 The paragraph titles and headings in this TOS are included for convenience of reference only and in no way modify or restrict any of the terms or provisions hereof, nor shall they be considered in the interpretation or construction of any provision in this TOS.

IN WITNESS WHEREOF, intending to be legally bound hereby, by clicking on the check box labeled "I ACCEPT THE TERMS OF SERVICE, SUBMIT" on the Service's registration form, the User has caused this TOS to be executed.