

BidLevel Terms and Conditions

Last updated: 27 August 2026

1 Who we are and how to contact us

- (a) BidLevel is a software-as-a-service solution provided by Blenktch Pty Ltd ABN [12 620 650 553](tel:12620650553), and ProcurePro UK Limited Company No. 15155594 (a company registered in the United Kingdom) trading as ProcurePro.
- (b) To contact us, please email us on info@procurepro.co.

2 Acceptance and Term

- (a) By the earlier of clicking "I accept", accessing and/or using BidLevel, you confirm that you accept these terms and that you agree to comply with them.
- (b) If you do not accept these terms, you must not use BidLevel.
- (c) These terms apply from the time you agree to these terms, until the date these Terms are terminated in accordance with their terms.
- (d) We amend these terms from time to time. Every time you wish to use BidLevel, please check these terms to ensure you understand the terms that apply at that time. By clicking "I accept" or continuing to use BidLevel after the notice or 30 days after notification (whichever date is earlier), you agree to the amended terms. If you do not agree to the amendment, you should cease using BidLevel.
- (e) If you have separately signed up to our other offering, ProcurePro, the ProcurePro terms and conditions will apply to your use of ProcurePro, and these terms will apply to your use of BidLevel. In the event of any inconsistency or ambiguity between the ProcurePro terms and conditions and these terms, the ProcurePro terms and conditions will apply.

3 Creating an account and keeping your account details safe

- (a) You must sign up for an account in order to access and use BidLevel.
- (b) While you have an account with us, you agree to:
 - (i) keep your information up-to-date (and ensure it remains true, accurate and complete); and
 - (ii) keep usernames and passwords secure and confidential, and protect them from misuse or being stolen.
- (c) If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- (d) We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms.
- (e) If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@procurepro.co.

4 Fees and payment

- (a) You may choose to purchase paid services from us (if any), as set out on our website for BidLevel(**Paid Services**). You must pay all amounts due under these terms in accordance with these terms or as set out on our website (as applicable).
- (b) We may offer free trials for BidLevel. At the end of the free trial, you may lose access to BidLevel, but this will be specified in the trial offer you sign up to.
- (c) Details of our Paid Services, including features, limitations, fees and billing cycles are set out on our website. For Paid Services, you will be billed on a regular basis, as set out on our website, at the beginning of each billing cycle.
- (d) You may upgrade or downgrade any recurring Paid Services at any time through your account. Changes to your recurring Paid Services will take effect as follows: (i) upgrades will take effect immediately, with pro-rata charges applied for the current

billing cycle; and (ii) downgrades will take effect at the beginning of the next billing cycle.

- (e) Our payment methods will be set out at the time you purchase the Paid Services. If you choose to pay your fees using one of our third-party payment processors, you may need to accept their terms and conditions (if this is the case, these will be set out at the time you make payment).
- (f) You must not pay, or attempt to pay, any fees due under these terms or as a result of your use of BidLevel by fraudulent or unlawful means. If you make payment by debit or credit card, you must be the authorised card holder. If payment is made by direct debit, by providing your bank account details and accepting these terms, you authorise our nominated third-party payment processor to debit your bank account, and you confirm that you are either the holder or an authorised signatory of that bank account.
- (g) If any fees due under these terms or as a result of your use of BidLevel are not paid on time, we may:
 - (i) suspend your access to BidLevel; and/or
 - (ii) charge interest at a rate of 10% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the relevant due date in accordance with the payment terms.
- (h) You are responsible for paying any levies or taxes associated with your use of BidLevel, for example sales taxes, value-added taxes or withholding taxes (unless we are required by law to collect these on your behalf).

5 Cancellation of Paid Services

- (a) All Paid Services continue for the agreed service term (that you selected when purchasing the Paid Services) (**Service Term**). We will use reasonable endeavours to notify you a reasonable period in advance of the end of your current Service Term, so that you have the opportunity to review your Services before renewal. Provided you have paid all fees owing, and unless you have given us notice that you don't want the Paid Services to renew, your recurring Services will automatically renew for the same term.
- (b) If you wish to cancel your recurring Services, you may do so through your Account. Your cancellation will take effect at the end of your current Service Term, and the recurring Services will not be renewed (meaning you will need to continue paying all fees due up until your current Service Term ends).

6 Licence to BidLevel and Restrictions and prohibitions

- (a) During the Term, we grant you a right to use our basic Services in accordance with these terms. This right cannot be passed on or transferred to any other person.
- (b) When you purchase our Paid Services, we grant you a right to access the relevant Paid Services only for the duration that you continue to pay for the Paid Services, subject to these terms.
- (c) These rights in clauses 6(a) and 6(b) cannot be passed on or transferred to any other person.
- (d) You must not (and must not permit any third party to):
 - (i) assign, sub-license, transfer, sell, lease, rent, charge or otherwise deal in BidLevel, make BidLevel available to any third party or use BidLevel to provide services to any third party (unless otherwise agreed);
 - (ii) copy, reproduce, decompile, disassemble, reverse compile or otherwise reverse engineer all or any portion of BidLevel, including any source code, object code, algorithms, methods or techniques used or embodied therein; or
 - (iii) permit any software or other program to be written or developed based on or derived from BidLevel.
- (e) You must not (and must not permit any third party to) use BidLevel:

- (i) unless you are at least 18 years old;
- (ii) in a way which is offensive, indecent, menacing, a nuisance or defamatory;
- (iii) to send, knowingly receive, upload, download, store, display or use any material which is offensive, abusive, indecent, defamatory, obscene or menacing or which is in breach of copyright, confidence, privacy or any other third party right (including intellectual property rights);
- (iv) in connection with the commission of any criminal offence, in an unlawful or fraudulent manner or in contravention of any legislation, laws, regulations, codes of practice, or licence conditions or in breach of any third party rights (including Intellectual Property Rights);
- (v) to "spam" or to send or provide unsolicited advertising or promotional material or to knowingly receive responses from "spam" or unsolicited advertising or promotional material;
- (vi) to knowingly upload or make available any virus, other malicious code or corrupt data or otherwise threaten the integrity or security of any computer (including by disclosing passwords); or
- (vii) in a way that has a material adverse effect on any telecommunications network.

7 Reliance on BidLevel

- (a) We have no control over the information made available by BidLevel or its use.
- (b) While we strive to always make BidLevel available to you, we do not make any promises that these will be available 100% of the time. BidLevel may be disrupted during certain periods, including, for example, as a result of scheduled or emergency maintenance. We do not warrant that use of BidLevel will be uninterrupted or error-free.
- (c) BidLevel may interact with, or be reliant on, products or services provided by third parties, such as cloud hosting service providers. To the maximum extent permitted by law, we are not liable for disruptions or downtime caused or contributed to by these third parties.
- (d) Any information we provide is not intended to amount to advice on which you should rely.
- (e) We make no representations, warranties or guarantees, whether express or implied, that the content on BidLevel is accurate, complete or up-to-date.
- (f) If a contract is able to be executed from within BidLevel, it is your responsibility to ensure that it can be legally signed electronically.
- (g) We make no representations or warranties as to the legality, effectiveness or enforceability of digital signatures.
- (h) You are responsible for taking appropriate steps to secure information you store in BidLevel, including, without limitation, keeping passwords and login details safe and managing user access appropriately.

8 Suspension and termination rights

- (a) We may suspend your access to BidLevel if you have not paid the fees in accordance with these terms. We may terminate your access to BidLevel if the amount remains outstanding after the due date for payment.
- (b) Without limiting clause 8(a), we may also suspend or terminate the provision of BidLevel to you (or any part of it) without having any liability to you (for any Liability):
 - (i) where there is (or we reasonably suspect there is) any unauthorised access to your network which may result in unauthorised access to our network;
 - (ii) where you are (or we reasonably believe you are) subject to a cyber attack;
 - (iii) in order to take precautions in a situation where our systems or any of our third party service providers, or our customers, are at risk of or subject to a cyber attack;

- (iv) in order to carry out emergency technical maintenance to any of our systems or any systems of our third party service providers;
- (v) you are in breach of this Acceptable Use Policy;
- (vi) we receive a notice from a third party with a legitimate interest to be protected (including any regulatory body) requiring us to cease providing BidLevel to you or remove any content you are making available through BidLevel; or
- (vii) where your use of BidLevel:
 - (A) poses a security risk to us or any third party; or
 - (B) is likely to adversely impact our systems, BidLevel or the systems or data of any of our customers.
- (c) We reserve the right to suspend, terminate or vary BidLevel (or part of it) where it is required to do so by law, or at the direction of any court or governmental or other regulatory body.

9 We are not responsible for websites we link to

Where BidLevel contains links to other sites (including banner advertisements and sponsored links) and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them. We have no control over the contents of those sites or resources, and you access third party websites entirely at your own risk and subject to the terms and conditions of use for those websites.

10 Intellectual property

- (a) We (or our licensors, as applicable) retain ownership of:
 - (i) all Intellectual Property Rights subsisting in BidLevel and Our Materials; and
 - (ii) any modification or enhancement to BidLevel or Our Material is deemed to form part of BidLevel or Our Materials (as applicable) and all Intellectual Property Rights in such modification or enhancement vest in us immediately from creation.
- (b) You acknowledge and agree that all Intellectual Property Rights in any Feedback you provide are owned by, and vest in, us upon creation.
- (c) You grant to us, for as long as you use BidLevel, a non-exclusive, global licence to use, reproduce and modify Your Material solely for purposes providing BidLevel (including to third parties in connection with BidLevel). This licence includes the right to sublicense.
- (d) You are solely responsible for all Your Material and, to the extent permitted by law, we are not liable in connection with any of Your Material.
- (e) We may collect, copy, transmit, analyse or otherwise use anonymised copies of Your Material (including without limitation, the use of Your Material, information concerning Your Material and data derived therefrom) to maintain and improve BidLevel. Once anonymous, such information is Our Material (and not Your Material).
- (f) Once uploaded to BidLevel, you acknowledge and agree that we are not responsible for controlling the use, copying, modification or export of Your Material. You further acknowledge and agree that such matters may be in control of a third party (such as the party that granted you with access to BidLevel).
- (g) You indemnify us against all Liabilities (of any nature) suffered or incurred by us in connection with a claim by a third party that the use of Your Material infringes the Intellectual Property Rights of any third party.
- (h) Unless we agree otherwise, we have no obligation to return Your Material to you once you cease to use BidLevel.
- (i) Once you cease using BidLevel, we may retain a copy of Your Material for the purpose of complying with applicable law, litigation, and internal quality assurance and record-keeping (and will maintain confidentiality of that information, other than to the extent needed to give effect to this clause 10(i)).

- (j) You warrant that you have procured the necessary consents in relation to Moral Rights to grant the us the rights to use and own (as applicable) the relevant Intellectual Property Rights described in this clause 10 in accordance with these terms.

11 Confidentiality

- (a) We are not responsible for arranging any obligations of confidentiality in respect of material that you provide in BidLevel. You may need to put in place additional obligations of confidentiality with users.
- (b) You must keep secret and confidential and not disclose to any third party any information relating to us, our business, our Intellectual Property Rights, Our Material or BidLevel unless we have given our prior written consent.

12 Artificial Intelligence

- (a) BidLevel incorporates artificial intelligence (**AI**) features, which may include features to generate content, assist in completing tasks and more.
- (b) AI features may be powered by third party AI providers. We will take reasonable steps to ensure those providers are subject to appropriate data handling obligations.
- (c) A list of third-party AI providers is contained in our Data Processing Agreement for our ProcurePro offering (available at <https://procurepro.co/data-processing-agreement>).
- (d) Subject to our rights under clause 10(e), we will not use Your Material or Personal Data to train a third party provider's AI models.
- (e) You acknowledge and agree that all AI-generated content is provided on an 'as is' basis, without any warranty of accuracy or completeness. You are solely responsible for reviewing, amending, verifying and approving any AI-generated content before use. We shall not be liable for any errors, omissions or inaccuracies in AI-generated content or any decisions or actions taken by you based on such content.
- (f) Our AI Policy provides additional information about our use of AI technology. The AI Policy is informational in nature, does not form part of this Agreement, and may be varied by us from time to time, at our sole discretion.

13 Limitation of liability

- (a) Nothing in these terms limits any liability which cannot legally be limited, including:
- (i) where you are in the United Kingdom, liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation; and
- (ii) where you are in Australia, liability for death or personal injury or any unlawful or fraudulent act or omission.
- (b) Subject to clause 13(a), to the maximum extent permitted by law:
- (i) we will not be liable for any Liability caused or contributed to by, arising from or in connection with your computing environment (for example, your hardware, software, information technology and telecommunications services and systems);
- (ii) we will not be liable for any Liability caused or contributed to by, arising from or in connection with any use of BidLevel by a person or entity other than you;
- (iii) a party's liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other party (or any of its Personnel), including any failure by that other party to mitigate its loss; and
- (iv) our aggregate liability to you for any Liability arising from or in connection with these terms will be limited to the amount of any fees paid by you to us during the 12 months immediately preceding the event giving rise to the Liability, or if you have not paid for any Paid Service, to \$1,000.
- (c) To the extent permitted by law, in no event will we, our affiliates or their licensors, service providers, employees, agents,

officers or directors be liable for damages of any kind, under any legal theory, arising out of or in connection with your use, or inability to use, BidLevel, any websites linked to it, any content on BidLevel or such other services or items obtained through BidLevel including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of profits, loss of business or anticipated savings, loss of use, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

- (d) If the *Competition and Consumer Act 2010* (Cth) or any other legislation states that there is a guarantee or statutory right in relation to any good or service supplied by us in connection with these terms, and our liability for failing to comply with that guarantee cannot be excluded but may be limited, clause 13(a) (and any inconsistent limitation or exclusion expressed elsewhere in these terms) does not apply to that Liability and instead our liability for such failure is limited to (at the election our election), in the case of a supply of goods, replacing the goods or paying the cost of having the goods repaired or replaced or supplying equivalent goods or repairing the goods, or in the case of a supply of services, supplying the services again or paying the cost of having the services supplied again.

14 We are not responsible for viruses

We do not guarantee that BidLevel will be secure or free from bugs or viruses. You are responsible for configuring your technology to access BidLevel. You should use your own virus protection software.

15 Privacy

- (a) We handle Personal Data in accordance with our privacy policy on our website.
- (b) BidLevel may contain an integration with Microsoft 365 for the web, which is a software service. Your use of Microsoft 365 for the web, through or via BidLevel, is subject to Microsoft's terms of use and privacy policy (available on Microsoft's website).
- (c) Our Data Processing Agreement (available at <https://procurepro.co/data-processing-agreement>) forms part of these terms (to the extent we act as your data processor under the UK GDPR. By accepting these terms, you agree to the Data Processing Agreement.

16 General

- (a) If you are incorporated in, or (if you're an individual) you reside in, England or Wales or Europe, the laws of England and Wales govern these terms, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales and courts competent to hear appeals from those courts.
- (b) If you are incorporated elsewhere, the laws of Australia govern these terms, and each party irrevocably submits to the non-exclusive jurisdiction of the courts of Australia and courts competent to hear appeals from those courts.
- (c) You may not assign, in whole or in part, or novate your rights and obligations under or in connection with these terms without our prior written consent.
- (d) Any clause which, by its nature, is intended to survive the expiry or termination of these terms, will survive such expiry or termination.
- (e) Notwithstanding any other provision of these terms, nothing in these terms confers or is intended to confer any right to enforce any of its terms on any person who is not a party to it.
- (f) **Disputes:** A Party may not commence court proceedings relating to any dispute arising from, or in connection with, these terms (**Dispute**) without first meeting a representative of the other Party within 14 days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation administered by The Centre for Effective Dispute Resolution.
- (g) **Force Majeure:** A party will not be in breach of these terms as a result of, or, liable for, any failure or delay in the performance of its obligations (other payment obligation) under these terms to the extent that such failure or delay is wholly or partially

caused, directly or indirectly, by a Force Majeure Event, provided that:

- (i) that party advises the other party of the details of the Force Majeure Event, and its likely effect on the performance of its obligations under these terms; and
- (ii) that party takes all steps reasonably necessary to recommence performance of the affected obligations and minimise the delay caused by the Force Majeure Event.

17 Definitions

In this document, the following definitions apply:

- (a) **AI Policy** means our AI policy from time to time located on <https://procurepro.co/ai-policy> or other location notified by us.
- (b) **BidLevel** means the software-as-a-service known as "BidLevel" provided by us.
- (c) **Feedback** means any ideas, feedback, suggestions, enhancement, feature requests, usage information insights or other similar information occurring understood by or provided to use during the use of BidLevel.
- (d) **Force Majeure Event** includes any occurrence or omission outside a party's reasonable control.
- (e) **Intellectual Property Rights** means all industrial and intellectual property rights, both in the United Kingdom and throughout the world, and includes any copyright, patent, registered or unregistered trade mark, registered or unregistered design, trade secret, knowhow, right in relation to semiconductors and circuit layouts, trade or business or company name, goodwill, software, computer programs, databases, source codes, indication or source or appellation of origin or other proprietary right, including all applications and rights to apply or register for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future, including in respect of such intellectual property;
- (f) **Liability** means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or us or you or otherwise.
- (g) **Moral Rights** means any moral rights, including those conferred by Chapter IV of the Copyright, Designs and Patents Act 1988, and including any similar rights existing or that may come to exist anywhere in the world.
- (h) **Our Material** means any material provided by, or to which access is given by, us to you for the purposes of these terms but does not include Third Party Material.
- (i) **Paid Services** has the meaning given in clause 4(a).
- (j) **Personal Data** has the meaning given to that term in the Data Protection Act 2018.
- (k) **Personnel** means a party's employees, partners, secondees, directors, officers, contractors, professional advisers and agents.
- (l) **Third Party Material** means any material provided by, or to which access is given by, a third party (such as another user of BidLevel).
- (m) **Your Material** means any material provided by, or to which access is given by, you to us for the purposes of these terms but does not include Feedback.