

Tender IQ

Terms and Conditions of Service

DRAFT FOR LEGAL REVIEW. This document is a working draft prepared to a standard structure and tailored to the Tender IQ service. It is not legal advice and must be reviewed, completed and settled by the Operator's qualified Irish legal adviser before it is published or relied upon. Items in square brackets require completion.

Effective date: [Effective Date]

Version: [1.0] | Operator: [Operator Legal Name]

These Terms and Conditions (the "Terms") govern access to and use of the Tender IQ platform and related services. Please read them carefully. By creating an account or using the Service you agree to these Terms.

Contents

1. Definitions and Interpretation
 2. Company Information and Acceptance of Terms
 3. User Accounts and Eligibility
 4. Subscription, Billing and Payment
 5. Licence to Use the Platform
 6. Intellectual Property
 7. User Content and Uploaded Tender Documents
 8. Confidentiality
 9. Artificial Intelligence Services
 10. Procurement and Professional Disclaimer
 11. Acceptable Use Policy
 12. Availability and Service Levels
 13. Data Protection and GDPR
 14. Security
 15. Warranties and Disclaimers
 16. Limitation of Liability
 17. Indemnity
 18. Suspension and Termination
 19. Data Retention and Deletion
 20. General Legal Provisions
 21. Governing Law and Jurisdiction
- Schedule A — Fair Usage Policy
Schedule B — Evaluation Credits
Schedule C — Definitions of AI Services

1. Definitions and Interpretation

1.1 In these Terms, the following definitions apply:

“Operator” means [Operator Legal Name], a company registered in Ireland under company number [CRO Number] with its registered office at [Registered Office], which operates the Service; also referred to as “we”, “us” or “our”.

“Service” means the Tender IQ software-as-a-service platform, together with its websites, applications, features, content and the AI Services, made available by the Operator.

“Platform” means the hosted software application through which the Service is provided.

“User” means any individual who accesses or uses the Service under an Account; also referred to as “you”.

“Customer” means the organisation or individual that enters into these Terms and is responsible for the Subscription and the Account.

“Account” means the organisation account through which the Service is accessed, including all Users associated with it.

“Account Roles” means the roles of Owner, Administrator and Member as described in clause 3.

“Subscription” means a paid plan for access to the Service, as described in clause 4.

“Evaluation” means a single AI assessment by the Service of one tender response against a criterion, as further described in Schedule C.

“AI Services” means the artificial-intelligence features of the Service described in clause 9 and Schedule C, including document comprehension, evaluation, scoring, Tender Competitiveness™ and coaching.

“User Content” means all documents, text, data, files and other material uploaded to, entered into or generated by a User within the Service, including Tender Documents and draft responses.

“Tender Documents” means procurement documents uploaded by a User, including invitations to tender, employer’s requirements, drawings, programmes, bills of quantities, specifications and draft tender responses.

“Output” means the evaluations, scores, indicative competitiveness readings, coaching, suggested rewrites and other material generated by the AI Services.

“Confidential Information” has the meaning given in clause 8.

“Privacy Policy” means the Operator’s privacy policy available at [Privacy Policy URL], as updated from time to time.

“Data Protection Law” means the EU General Data Protection Regulation (2016/679) (“GDPR”), the Irish Data Protection Act 2018 and all applicable data-protection legislation.

“Fair Usage Policy” means the policy set out in Schedule A.

1.2 Interpretation. Clause headings are for convenience only. “Including” and “in particular” are without limitation. References to legislation include amendments and re-enactments. The singular includes the plural and vice versa. The Schedules form part of these Terms.

1.3 Order of precedence. If there is a conflict, the main body of these Terms prevails over the Schedules unless a Schedule expressly states otherwise.

2. Company Information and Acceptance of Terms

2.1 The Service is operated by [Operator Legal Name], company number [CRO Number], registered office [Registered Office]. The Operator can be contacted at [contact email].

2.2 These Terms, together with the Privacy Policy and any order or plan details, form the agreement between you and the Operator (the “Agreement”). By creating an Account, subscribing, or otherwise accessing or using the Service, you confirm that you accept and agree to be bound by the Agreement.

- 2.3 If you enter into the Agreement on behalf of an organisation, you warrant that you have authority to bind that organisation, and “you” and “Customer” refer to that organisation.
- 2.4 Changes to the Terms. The Operator may amend these Terms from time to time. Material changes will be notified by email or in the Service with reasonable notice. Continued use of the Service after the changes take effect constitutes acceptance. If you do not accept a change, you may terminate in accordance with clause 18.

3. User Accounts and Eligibility

- 3.1 Eligibility. The Service is intended for business use by professionals involved in procurement and tendering. You must be at least 18 years old and capable of forming a binding contract.
- 3.2 Account creation. To use the Service you must register an Account and provide accurate, current and complete information, and keep it up to date.
- 3.3 Account Roles. Each Account operates with the following roles:
 - (a) **Owner** — the person who creates the Account. The Owner controls the Subscription, may transfer ownership and may delete the Account, and holds all other rights. There is exactly one Owner at any time.
 - (b) **Administrator** — may invite and remove Users, manage billing, and view and edit all tenders in the Account, but may not transfer ownership or delete the Account.
 - (c) **Member** — may create, edit and evaluate tenders and view all tenders in the Account, but may not manage Users or billing.
- 3.4 One organisation per User. A User may belong to only one Account. Where an invitation is sent to an email address that already has an account, that invitation will be declined.
- 3.5 Invitations. An Owner or Administrator may invite Users by email. The invitee sets their own password and joins the Account, sharing its usage and billing. Invitations remain valid until accepted, and may be revoked at any time. You are responsible for the Users you invite and their use of the Service.
- 3.6 Account security. You are responsible for maintaining the confidentiality of your login credentials and for all activity under your Account. You must notify the Operator promptly of any unauthorised use.

4. Subscription, Billing and Payment

- 4.1 Plan. The Service is offered on a single subscription plan, Tender IQ Professional, at €299 per month (exclusive of VAT where applicable), providing unlimited Evaluations subject to the Fair Usage Policy, and unlimited projects, Users, uploads and AI rewrites.
- 4.2 Free first tender. New Customers may evaluate their first tender free of charge, without providing payment details. This is a value-based entitlement and not a time-limited trial.
- 4.3 Billing. Subscriptions are billed monthly in advance through the Operator’s payment processor, [Stripe]. You authorise recurring charges to your payment method until the Subscription is cancelled.
- 4.4 Taxes. Fees are stated exclusive of VAT and other applicable taxes, which will be added where required.
- 4.5 Renewal and price changes. The Subscription renews automatically each billing period. The Operator may change fees on not less than 30 days’ notice; changes take effect at the next renewal.
- 4.6 Non-payment. If a payment fails, the Operator may retry, and may suspend or restrict access in accordance with clause 18 until payment is made.
- 4.7 Cancellation. You may cancel at any time, effective at the end of the current billing period. Except where required by law, fees already paid are non-refundable, and no per-Evaluation charge applies under the current plan.
- 4.8 Consumer rights. Nothing in this clause affects any non-excludable statutory rights that apply where you contract as a consumer.

5. Licence to Use the Platform

- 5.1** Subject to the Agreement, the Operator grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable licence to access and use the Service for your own internal business purposes during the term of your Subscription.
- 5.2** You must not, and must not permit any third party to:
- (a) copy, modify, distribute, sell, sub-licence, rent or lease the Service or any part of it;
 - (b) reverse engineer, decompile or disassemble the Service, or attempt to derive its source code or underlying models, except to the extent permitted by law;
 - (c) access the Service to build or train a competing product or service, or to benchmark it for that purpose;
 - (d) circumvent or interfere with any security, usage-metering or access-control feature; or
 - (e) use automated means to access the Service other than as expressly permitted.

6. Intellectual Property

- 6.1** The Operator and its licensors own all intellectual-property rights in and to the Service, including the Platform, its software, design, content, and the names and marks “Tender IQ” and “Tender Competitiveness™”. No rights are granted except as expressly set out in the Agreement.
- 6.2** You retain all intellectual-property rights in your User Content, subject to the licence granted in clause 7.
- 6.3** Feedback. If you provide suggestions or feedback, you grant the Operator a perpetual, royalty-free licence to use it to improve the Service, without obligation to you.

7. User Content and Uploaded Tender Documents

- 7.1** Ownership. As between the parties, you own your User Content, including your Tender Documents and draft responses. The Operator does not claim ownership of it.
- 7.2** Licence to the Operator. You grant the Operator a limited, non-exclusive licence to host, store, copy, process and display your User Content solely to provide, maintain and support the Service to you, and as described in the Privacy Policy.
- 7.3** Your responsibility. You warrant that you have the rights necessary to upload your User Content and to permit the processing described, and that doing so does not breach any confidentiality obligation, procurement rule or third-party right binding on you.
- 7.4** Integrity of your submission. The Output is provided to assist you. You are solely responsible for the content you actually submit to a contracting authority, for verifying it, and for ensuring it is accurate, complete, compliant and your own work. The Service does not submit tenders on your behalf.
- 7.5** Anonymised learning. The Operator may create anonymised and aggregated data derived from User Content to operate, calibrate and improve the Service, as described in clause 8 and the Privacy Policy. Such data does not identify you, your Account or any tender.

8. Confidentiality

- 8.1** “Confidential Information” means non-public information disclosed by one party to the other that is marked or would reasonably be understood to be confidential, including your Tender Documents and the Operator’s non-public technical and commercial information.
- 8.2** Each party will keep the other’s Confidential Information confidential, use it only to perform the Agreement, and not disclose it except to personnel and sub-processors who need it and are bound by equivalent obligations.
- 8.3** The Operator treats your Tender Documents and draft responses as Confidential Information. They are not disclosed to other Customers and are not used to train shared or third-party models in a form that identifies you.

- 8.4 Exceptions. The obligations do not apply to information that is or becomes public without breach, was lawfully known before disclosure, is independently developed, or is required to be disclosed by law (with notice where lawful).
- 8.5 These obligations survive termination for five years, or indefinitely for information that is a trade secret.

9. Artificial Intelligence Services

- 9.1 The Service uses artificial intelligence to read uploaded documents, evaluate draft tender responses against criteria, produce indicative scores and a Tender Competitiveness™ reading, and generate coaching and suggested rewrites, as further described in Schedule C.
- 9.2 Third-party models. The AI Services are provided using third-party model providers acting as sub-processors, currently including [Google (Gemini)]. Sub-processors are listed in the Privacy Policy and may be updated on notice.
- 9.3 Nature and limitations. The AI Services are probabilistic and may produce Output that is inaccurate, incomplete, inconsistent or not suitable for your purpose. Output is indicative guidance only. It is not a substitute for professional judgement and must be independently reviewed and verified before use.
- 9.4 No guarantee. The Operator does not warrant that the Output is accurate, that it reflects how any contracting authority will score or decide, or that following it will improve any tender's result. See clauses 10, 15 and 16.
- 9.5 Your responsibility for Output. You decide whether and how to use the Output. Suggested rewrites are drafting aids that you must check for accuracy and for your ability to stand over any statement made in your tender.

10. Procurement and Professional Disclaimer

- 10.1 The Service is a self-help coaching and evaluation tool. It does **not** provide legal, procurement, financial or other professional advice, and using it does not create any professional-adviser or consultant relationship between you and the Operator.
- 10.2 No prediction of award. The Service scores the merit of your draft against criteria and gives an indicative competitiveness reading. It does not and cannot predict, and does not represent, whether you will win a contract, how a contracting authority or evaluation panel will score your tender, or how competing tenderers will perform. It does not provide a win probability, ranking, competitor position or recommended price.
- 10.3 No guarantee of compliance. The Service does not guarantee that your tender complies with the invitation to tender, the applicable procurement framework, or procurement law. Responsibility for compliance rests with you.
- 10.4 Your professional responsibility. You remain fully responsible for your tender, for meeting all requirements and deadlines, for the accuracy and completeness of your submission, and for obtaining your own professional advice where needed.

11. Acceptable Use Policy

- 11.1 You must not use the Service to:
 - (a) break any law or procurement rule, or gain an unlawful or improper advantage in a procurement;
 - (b) upload content you do not have the right to upload, or that infringes any third-party right or confidentiality obligation;
 - (c) upload malicious code, or attempt to gain unauthorised access to the Service or its systems;
 - (d) interfere with, disrupt or place undue load on the Service, or circumvent the Fair Usage Policy or usage metering;
 - (e) share, resell, or provide access to the Service to third parties outside your Account; or

- (f) misrepresent the Output as a guarantee, prediction or professional advice to any third party.

11.2 The Operator may investigate suspected breaches and may remove content or suspend access in accordance with clause 18.

12. Availability and Service Levels

- 12.1** The Operator will use reasonable endeavours to make the Service available, but does not guarantee that it will be uninterrupted, timely, secure or error-free.
- 12.2** The Service may be unavailable during planned maintenance (for which reasonable notice will be given where practicable) or due to events beyond the Operator's reasonable control.
- 12.3** The Operator may modify, add or remove features of the Service, provided it does not materially reduce core functionality during a paid period.

13. Data Protection and GDPR

- 13.1** Each party will comply with Data Protection Law. The Operator's processing of personal data is described in the Privacy Policy and, where applicable, a Data Processing Agreement available at [DPA URL].
- 13.2** Roles. The Operator is a controller in respect of Account and billing data. In respect of personal data contained in your User Content, the Operator processes it on your behalf to provide the Service; the parties will give effect to the appropriate controller/processor arrangement in the Data Processing Agreement.
- 13.3** Sub-processors. The Operator uses sub-processors to provide the Service, including for hosting, document processing, AI, payments and email (for example [Supabase, Microsoft Azure, Google, Stripe, Resend, Vercel]). A current list is maintained in the Privacy Policy.
- 13.4** International transfers. Where personal data is transferred outside the EEA, the Operator will ensure an appropriate safeguard (such as Standard Contractual Clauses) is in place.
- 13.5** Data-subject rights and supervisory authority. You may exercise rights under Data Protection Law as described in the Privacy Policy. The relevant supervisory authority is the Irish Data Protection Commission.

14. Security

- 14.1** The Operator maintains appropriate technical and organisational measures designed to protect the Service and User Content, including encryption in transit and at rest, access controls, and logical isolation between Accounts.
- 14.2** No system is perfectly secure, and the Operator does not warrant that the Service cannot be compromised. You are responsible for your credentials and for controlling access within your Account.
- 14.3** The Operator will notify affected Customers of a personal-data breach as required by Data Protection Law.

15. Warranties and Disclaimers

- 15.1** Except as expressly stated in the Agreement, the Service and the Output are provided "as is" and "as available", and the Operator disclaims all other warranties, conditions and terms, whether express or implied, including any implied terms as to satisfactory quality, fitness for a particular purpose and non-infringement, to the fullest extent permitted by law.
- 15.2** The Operator does not warrant that the Service will meet your requirements, that the Output will be accurate or reliable, or that defects will be corrected.
- 15.3** Nothing in the Agreement excludes or limits any right or remedy that cannot be excluded or limited under applicable law, including non-excludable rights where you contract as a consumer.

16. Limitation of Liability

- 16.1** Nothing in the Agreement limits liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any liability that cannot be limited by law.
- 16.2** Subject to clause 16.1, the Operator is not liable for any:
- (a) loss of a tender, contract, bid, business, revenue, profit or anticipated savings;
 - (b) loss arising from reliance on the Output, including any score, competitiveness reading or coaching;
 - (c) indirect, special or consequential loss; or
 - (d) loss of or damage to data, except to the extent caused by the Operator's failure to meet its security obligations.
- 16.3** Subject to clauses 16.1 and 16.2, the Operator's total aggregate liability arising out of or in connection with the Agreement in any 12-month period is limited to the total fees paid by the Customer for the Service in that period (or, where no fees have been paid, €100).
- 16.4** You acknowledge that the Service is a decision-support tool, that tender outcomes depend on many factors outside the Operator's control, and that you retain responsibility for your tender and its submission.

17. Indemnity

- 17.1** You will indemnify the Operator against all losses, damages, liabilities, costs and expenses (including reasonable legal fees) arising from:
- (a) your breach of the Agreement, including the Acceptable Use Policy;
 - (b) your User Content or your use of the Output, including any claim that they infringe a third-party right or breach a confidentiality or procurement obligation; or
 - (c) your unlawful or improper use of the Service.

18. Suspension and Termination

- 18.1** You may terminate by cancelling your Subscription and ceasing to use the Service.
- 18.2** The Operator may suspend or terminate access, in whole or in part, on notice where you materially breach the Agreement (and do not cure a curable breach within a reasonable period), fail to pay, or use the Service unlawfully, or where required to protect the Service or comply with law.
- 18.3** On termination, your licence ends and access ceases. Clauses which by their nature should survive (including 6, 7.4, 8, 10, 15, 16, 17, 19 and 21) continue in force.
- 18.4** Before or shortly after termination you may export your User Content in accordance with clause 19, after which it may be deleted.

19. Data Retention and Deletion

- 19.1** The Operator retains User Content for as long as your Account is active and as needed to provide the Service.
- 19.2** Soft deletion. When you delete a tender or a User is removed, the data is soft-deleted and retained for a recovery period of 30 days before permanent deletion, save where a longer period is required by law or these Terms.
- 19.3** On termination, the Operator will delete or anonymise User Content within a reasonable period after any export window, except where retention is required by law or for the establishment or defence of legal claims.
- 19.4** Anonymised and aggregated data that does not identify you may be retained and used as described in clause 7.5 and the Privacy Policy.

20. General Legal Provisions

- 20.1** Entire agreement. The Agreement is the entire agreement between the parties on its subject matter and supersedes prior discussions, except that nothing limits liability for fraud.
- 20.2** Severability. If any provision is held invalid or unenforceable, the remainder continues in force.
- 20.3** Waiver. A failure to enforce a right is not a waiver of it.
- 20.4** Assignment. You may not assign the Agreement without the Operator's consent. The Operator may assign it to an affiliate or successor on notice.
- 20.5** Force majeure. Neither party is liable for delay or failure caused by events beyond its reasonable control.
- 20.6** Notices. Notices to the Operator are given to [contact email]; notices to you are given to the email on your Account.
- 20.7** No partnership or agency. Nothing creates a partnership, agency or employment relationship between the parties.
- 20.8** Third parties. A person who is not a party has no right to enforce the Agreement.

21. Governing Law and Jurisdiction

- 21.1** The Agreement and any dispute arising out of it are governed by the laws of Ireland.
- 21.2** The courts of Ireland have exclusive jurisdiction, save that where you contract as a consumer you may benefit from the mandatory protections and jurisdiction of the courts of your place of residence in the EU.

Schedule A — Fair Usage Policy

- A.1** The Tender IQ Professional plan provides unlimited Evaluations subject to fair and reasonable use consistent with normal single-organisation tendering activity.
- A.2** Use is outside fair use where it is materially inconsistent with genuine single-organisation use, including automated or bulk generation of Evaluations, use on behalf of undisclosed third parties, resale of access, sharing an Account across separate organisations, or usage that imposes disproportionate load on the Service.
- A.3** The Operator meters usage internally to protect service quality, margin and against abuse. This metering is not a per-use charge under the current plan.
- A.4** Where use appears to exceed fair use, the Operator will normally contact you to discuss it before taking action, and may then reasonably throttle, or suspend under clause 18, continued excessive or abusive use.

Schedule B — Evaluation Credits

- B.1** An “Evaluation Credit” is the Operator’s internal unit of account for one Evaluation (one tender response scored against one criterion). It is used to operate the Fair Usage Policy and internal metering.
- B.2** Under the current single plan, Evaluations are unlimited subject to the Fair Usage Policy, and Credits are not separately sold to or purchased by Customers. The free first tender is provided as described in clause 4.2.
- B.3** The Operator may award Credits as an incentive, for example for entering the actual award scores of a completed tender, which help calibrate and improve the Service.
- B.4** Evaluation Credits have no cash value, are not a currency, are non-transferable and non-refundable, and may be varied by the Operator on notice.

Schedule C — Definitions of AI Services

- C.1** The AI Services comprise:
 - (a) **Project understanding** — a comprehension pass over uploaded documents that builds a summary of the project used to ground evaluations;
 - (b) **Evaluation and scoring** — assessment of each draft response against the applicable criteria, returning an indicative band and score with strengths, gaps and coverage;
 - (c) **Tender Competitiveness™** — an indicative reading that combines the earned quality merit of the response with the User’s own estimates of the competing field and price position; it is a guide, not a prediction of the award;
 - (d) **Coaching and rewrites** — suggested improvements and draft rewrites of weak passages, grounded in the uploaded documents, provided as drafting aids for the User to verify and adopt at their discretion.
- C.2** The AI Services are delivered using third-party model providers acting as sub-processors, currently including [Google (Gemini)], as listed in the Privacy Policy.
- C.3** The AI Services are probabilistic and subject to the limitations and disclaimers in clauses 9, 10, 15 and 16. Output is indicative, must be independently verified, and does not predict the outcome of any procurement.