

## TenderLink's Reasonable Use Policy ("Policy")

### 1. Introduction

TenderLink's Policy sets out the rules which apply to the use of TenderLink's Services.

This Policy is to prevent exploitation, fraud, and abuse of TenderLink's Services, including free portal access and document download features.

### 2. TenderLink's Services

Procurement portal service: This service allows TenderLink's procurement portal customers ("Customer") to advertise eRFx opportunities to their own private suppliers, or publically across TenderLink's network of suppliers via TenderLink's paid notification service.

Free access to procurement portal service: This service allows free access to TenderLink's procurement portal network, which is designed for suppliers who have a supply relationship (or are hoping to develop a supply relationship) with a Customer. Access is provided so that a Customer can invite suppliers to directly respond to an eRFx opportunity, or a supplier can respond directly to any public eRFx opportunity published by the procurement organisation who has licensed the portal on which they have registered. A supplier can download relevant documents and respond directly to the Customer as part of the eRFx management process.

Document download service: Document download service is provided to registered users to access eRFx documents for the purpose of responding to opportunities published by Customers. This facilitates a direct connection between a supplier and the Customer through the eRFx advertising, response collection, and eRFx award process. TenderLink provides available documents directly to suppliers who are intending to respond to an eRFx opportunity, allowing interested suppliers to download documents free of charge.

(collectively "TenderLink's Services")

### 3. Application

This Policy applies to all individuals who access TenderLink's Services ("User/s"). All Users of TenderLink's Services have:

- (a) an obligation to comply with this Policy; and
- (b) a duty to ensure any third party that a User allowed to use the Services also complies with this Policy.

### 4. Reasonable Use

Reasonable document downloads usage involves Users downloading up to 2 eRFx documents a week from a TenderLink procurement portal for the sole purpose of responding to that eRFx notice. Reasonable document downloads usage does not include downloading documents for any other purpose.

### 5. Unreasonable Use

Users must not use, attempt to use or allow any third party on their behalf to use TenderLink's Services for any of the following purposes:

- (a) Downloading documents for any purpose other than reviewing an eRFx notice with the intention of directly responding to the eRFx notice.
- (b) Downloading documents for the purpose of aggregating eRFx content onto another media platform for the purpose of commercial gain.

- (c) Downloading documents for the purpose of developing market research for commercial benefit.
- (d) Impersonate any person or entity or misrepresent a User's or anyone else's affiliation with a User or anyone else.
- (e) Upload, post, e-mail or otherwise transmit any unsolicited or unauthorised advertising, or promotional material.
- (f) Take any action which may disrupt access to, cause damage to, or interfere with the proper operation of TenderLink's Services and website, including any action that may result in the introduction of any viruses, Trojan-horse type programs, malware or any other material which is malicious or harmful.
- (g) Compromise the security and integrity of TenderLink's Services and network.
- (h) Act in a manner that negatively affects the ability of any User or TenderLink itself to engage in reasonable usage of TenderLink's Services through its website or attempt to gain unauthorised access to TenderLink's Services.
- (i) Use TenderLink's Services or devices in any way that is illegal, fraudulent, improper or inappropriate. This includes, but is not limited to, using any automated means to manipulate TenderLink's Services or use TenderLink's Services to violate any laws, rules, regulations or any third party's intellectual property or personal rights.
- (j) Use a robot, spider, scraper or other unauthorised automated means to access the TenderLink Services and website or information featured on them, or harvest information from them, for any purpose.
- (k) Use TenderLink's Services and website in a way that will result in complaints, disputes or claims, whether or not resulting in any financial cost or other liability to TenderLink or a User.
- (l) Use an anonymous proxy or other technique to prevent TenderLink from identifying a User's location or IP address;
- (m) Directly or indirectly use any content on TenderLink's website (and any content through use of TenderLink's Services) for the purpose of building, improving or providing any product or service that competes with all or any part of TenderLink's Services.
- (n) Authorise, aid or incite any other person to do or attempt to do any of the acts above.

Users agree that if they use TenderLink's Services for any of the above purposes in this clause, such use will be a breach of this Policy and considered abnormal, unreasonable and/or impermissible usage.

## **6. Security**

Users are responsible for maintaining their security when using TenderLink's Services, including the protection against unauthorised usage of TenderLink's Services by a third party. TenderLink recommends that Users take appropriate security measures such as installation of a firewall and use of up to date and reputable anti-virus software. Users are responsible for any third parties that access TenderLink's Services through their accounts.

## **7. TenderLink's Monitoring Process**

Where a User downloads a greater quantity of documents than 100 per annum or based on current download activity is trending towards exceeding this annual limit then TenderLink may determine that abnormal, unreasonable or impermissible usage is occurring when compared to typical customers, and may take appropriate steps described below to enforce this Policy and the Terms of Service. This will not apply where a User and TenderLink have agreed in writing that a User may access a greater quantity than 100 documents per annum.

TenderLink may also determine that abnormal, unreasonable or impermissible usage is occurring, and may take appropriate steps described below even if the number of document downloads is not excessive, but that the level of Download activity in a single month is abnormally high relative to the typical usage of 95% of the TenderLink customer base.

TenderLink may also assess abnormal usage based on comparisons to the usage patterns and levels of its Users.

**8. Consequences of breaches of this Policy**

- (a) If TenderLink reasonably considers that a User has breached this Policy, TenderLink reserves the right to review the breaching User's account and take further action, including, but not limited to, immediate suspension or termination of such User's access to TenderLink's Services. TenderLink also reserves its other legal rights; and/or
- (b) If TenderLink determines that a User is engaging in abnormal or impermissible usage, TenderLink will use commercially reasonable efforts to inform the offending User. This may include TenderLink providing the User with the opportunity to correct the User's breach of this Policy either by upgrading the User's current plan or placing the User on a new plan, whereby TenderLink may charge the User accordingly. If TenderLink affords a User with the opportunity to correct the User's breach of this Policy and the User still fails to conform to this Policy then TenderLink may immediately suspend or terminate that User's access; and/or
- (c) TenderLink reserves the right (in its sole discretion) to take any actions that it believes prudent or necessary to minimise or eliminate its potential liability, including, but not limited to, the release of any User's information to a third party.

**9. Amendments to this Policy**

TenderLink reserves the right to amend this Policy from time to time.