

## **Terms of Usage – Supplier Portal (the “Portal”).**

Use of this self-service Portal is subject to the following terms of use:

The content and layout of the pages and its functionality is for your general information and use only and may be subject to change without notice.

This Portal contains material which is owned by or licensed to Nottingham City Council. This material includes, but is not limited to the design, layout, graphics and overall appearance. Reproduction of all or any part is prohibited.

All trademarks contained in the design of this Portal are the property of or licensed to Nottingham City Council and not the operator.

The Portal may also include links to other websites. These links are being provided as a convenience and for informational purposes only; they do not constitute an endorsement or an approval of any of the products, services or opinions of the corporation, organisation or individual. We bear no responsibility for the accuracy, legality or content of the external site or for that of subsequent links. Please contact the external site for answers to questions regarding its content.

It shall be your responsibility to keep your login details secure and ensure that only authorised persons have access to your Portal login. Any breach of these details will be your responsibility, any risk or liability arising from information obtained directly from the Portal and or and changes made to your account details via your login will be your responsibility.

The accuracy of personal and or business information amended by you within your Portal account is your responsibility.

Unauthorised use of this Portal by you, including the sharing of login details to unauthorised individuals may give rise to a claim for damages and/or be a criminal offence

### **Suspension due to violation**

You agree to ensure all documents and information uploaded to the Portal is free from virus or corruption. If a violation is detected or if Nottingham City Council is contacted about a violation of this terms of usage policy Nottingham City Council will investigate and may take actions including but not limited to suspension of user accounts, suspension of administrator accounts, or suspension of access to the portal until the issues are resolved.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other materials which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack or a make or attempt to make a distributed denial of service attack against the Portal

Your use of this Portal and any dispute arising out of such use of the Portal is subject to the provisions of English Law and the exclusive jurisdiction of the English Courts.

We will determine, in our discretion, whether there has been a breach of this terms of use agreement through your use of our site. When a breach of this policy has occurred, we may take such action as we deem appropriate.

Failure to comply with this acceptable use policy constitutes a material breach of the terms upon which you are permitted to use our site, and may result in our taking all or any of the following actions:

- Immediate, temporary or permanent withdrawal of your right to use our site.
- Immediate, temporary or permanent removal of any visiting or material uploaded by you to our site
- Issue of a warning to you
- Legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach
- Further legal action against you
- Disclosure of such information to law enforcement authorities as we reasonably feel is necessary

### **Suspension of Access**

Nottingham City Council reserve the right to suspend, change, vary or remove your access to the system if any of the following events occur:

- That a member or user commit a material breach of any of its obligations under these Terms of Usage; and
- that fails to remedy, or persists in, any breach of its obligations under these Terms of Usage after having been notified to remedy or desist such breach within a period of ten (10) working days

Nottingham City Council reserve the right to suspend your access to the system without any notice for technical or legal reasons at any time.

### **Removal of Access**

In the event that a user leaves its employment or no longer requires access to the system Nottingham City Council via the East Midlands shared Service team should be contacted immediately to inform them to remove their access. Nottingham City Council retains the right to deactivate a User login and password if there has been no access for a period of sixty (60) days.

### **Privacy notice**

Nottingham City Council will use the information you provide for the purposes of and relating to the Supplier Portal. For more information for how your data is shared please see:

<http://www.nottinghamcity.gov.uk/privacystatement>