



# 360 Providers' Portal Terms of Use

## INTRODUCTION

360 is software that brings buyers (procurement officers) and sellers (providers of goods and services) together so that buyers can approach providers with requests for tender, quotation, expressions of interest and similar requests. It can also be used for other requests such as requests for grant applications, award nominations, design and idea competitions, and other assessment activities. For the purpose of this document all such activities are considered procurement activities requested by buyers and responded to by providers.

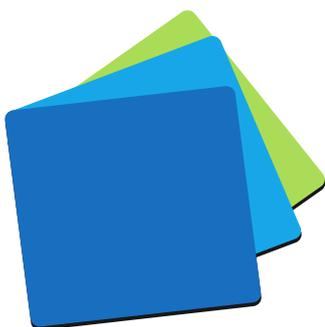
360 has two portals:

1. The buyers' portal where users must agree to the latest [terms of use](#) for using the 360 as a buyer.
2. The providers' portal where users must agree to the latest [terms of use](#) for using the 360 as a provider of goods and services.

360 is owned and managed by Sharrowlane Pty Ltd (trading as simplylogical.net). simplylogical.net does not sell or sell access to data that has been entered into 360 externally.

By logging into the 360 Providers' Portal, you agree:

1. to the terms within this document;
2. users of the 360 buyers' portal can access your entity and contact details in accordance with the terms outlined in the [360 Buyer's Portal Terms of Use](#); and
3. your colleagues can access your contact details in accordance with the terms outlined in this document.



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# 360 Providers' Portal Terms of Use

## ACCEPTABLE USE

You may:

- a) provide your colleagues with access to 360 by using the account management features within 360; and
- b) communicate with buyers and colleagues by using 360's communication features if and only if the communications:
  - i. are relevant to the information stored within 360; and
  - ii. do not constitute unacceptable use as prescribed below.

You shall use reasonable endeavours to:

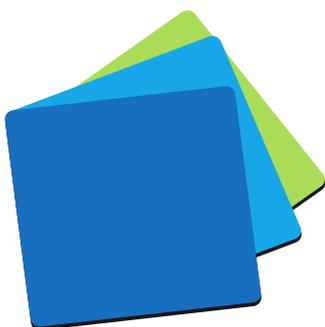
- a) ensure your colleagues with access to 360 uphold their obligations under this agreement;
- b) advise simplylogical.net if you notice activities that may be in breach of these terms or the [360 Buyers' Portal Terms of Use](#);
- c) ensure your use of 360 is for procurement activities only; and
- d) provide your colleagues with guidance with respect to data security including but not limited to:
  - i. the importance of using strong passwords;
  - ii. not sharing passwords; and
  - iii. keeping passwords secure and undiscoverable.

simplylogical.net may facilitate procurement activities by:

- a) providing your entity and contact details to buyers who use 360 and agree to the [360 Buyers' Portal Terms of Use](#); and
- b) providing your responses to requests for tender and other procurement activities to the requesting buyer.

simplylogical.net may also:

- a) contact you with regard to your 360 account.



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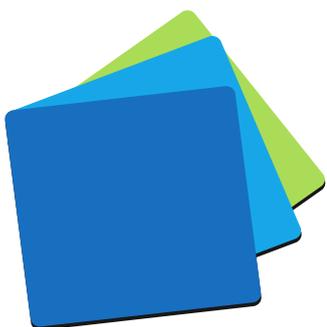


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## UNACCEPTABLE USE

simplylogical.net may withdraw your access to 360 without refund and without penalty to simplylogical.net if there are reasonable grounds to suspect you of any of the following:

- a) providing a third party with access with the effect of:
  - i. exposing information to the third party that they should not have access to; or
  - ii. bypassing the third party's need to acquire a licence to features within 360;
- b) receiving access to 360 by way of a breach of these terms;
- c) attempting to compromise 360's security in any way;
- d) attempting to exploit 360's features to compromise any user's computer in any way;
- e) attempting to use 360 other than as intended, including attempting to extract data out of 360 other than as intended by 360's user interface or published application programming interface;
- f) attempting to overwhelm 360 with multiple requests in a short period of time; or
- g) using 360's communication features:
  - i. in an abusive or offensive manner;
  - ii. to send messages via 360 in breach of the Spam Act 2003 or subsequent amendments; or
  - iii. to send messages via 360 in breach of the Privacy Act 1988 or subsequent amendments.



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## CONFIDENTIALITY AND INTELLECTUAL PROPERTY

You, the buyers, and simplylogical.net agree not to betray each other's confidences.

- a) All parties agree not to disclose any confidential information (information which is identified as personal, confidential, or proprietary by either party or the nature of which is clearly personal, confidential, or proprietary) received from another party other than to its responsible employees, consultants, sub-contractors or suppliers who need to receive the information in the course of their duties and who have entered into an agreement containing appropriate confidentiality provisions.
- b) The confidentiality obligations above shall not apply to any information which:
  - i. is or subsequently becomes available to the general public other than through a breach by the receiving party; or
  - ii. is already known to the receiving party before disclosure by the disclosing party; or
  - iii. is developed through the independent efforts of the receiving party; or
  - iv. the receiving party rightfully receives from third parties without restriction as to use.
- c) Intellectual property rights do not change when ideas and expressions contained within raw data (typed text and uploaded files) are loaded into 360.
- d) Intellectual property rights for ideas and expressions contained within 360 and information that has been generated or modified by an algorithm in 360 reside exclusively with simplylogical.net.



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