

Reasonable Use Policy

(Last updated on 18 December 2019)

1. Introduction

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

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

2. illion TenderLink's Services

The following services are provided by illion TenderLink (together, the Services)

- 2.1 **e-Procurement portal (Portal) provided on a software-as-a-service (SaaS) basis:** Portal allows TenderLink's Portal customers (**Customer**) to advertise e-notices to their own suppliers, or across TenderLink's network of suppliers, including suppliers who have subscribed and paid to illion TenderLink (**Subscribers**). The Portal allows the Customer to
 - a) create and manage their Authorised Users;
 - b) invite suppliers who may or may not be Subscribers; and
 - c) manage their data, including tender notices, Request for Information (RFI) notices, Request for Proposal (RFP) notices, advertisements, messages, addendums and updates in any form, including text, software, artwork, graphics, photographs, images, sounds, music, audio material, video material and audio-visual material (collectively, e-notices) loaded by Customer, or uploaded by Customer's suppliers in response to those e-notices.
- 2.2 **Free access Portal:** This service allows free access of the Portal to all the suppliers of the Customers allowing Customers to invite suppliers to directly respond to e-notices advertised on the Portal. Suppliers can then download relevant documents and respond directly to the Customer as part of the e-notices. Customer may specify download charges from time to time.
- 2.3 **Document download service:** Document download service is available to all the authorised users of the Customers allowing them to respond to opportunities published by Customers. This facilitates a direct connection between a supplier and the Customer through e-notices. We provide available documents directly to suppliers who are intending to respond to e-notices, allowing interested suppliers to download documents free of charge.

3. Application

This Policy applies to all individuals who access illion TenderLink's Services (**Users**). All Users of illion 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. Annual download limits

- 4.1 Reasonable document downloads usage applies to all Users and will be determined on a case to case basis depending on whether the User is a supplier or a Subscriber. The following annual limits will apply in respect of public downloads:
 - a) Public downloads will be limited to the number of downloads as per the plans signed by the Subscriber, details on available plans and pricing is available on the website.
 - b) Suppliers, who are not illion TenderLink Subscribers may download 20 public downloads per year.
- 4.2 For any public downloads, in excess of the annual limit in clause 4.1, Users will be charged additional fee calculated in accordance with the add-on plans available. For avoidance of doubt, we will review downloads made by the User and compare it with the existing add-on plans available in order to charge additional fee.

5. Unreasonable Use

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

- a) Downloading documents for any purpose other than reviewing an e-notice with the intention of directly responding to the e-notice.
- b) Downloading documents for the purpose of aggregating e-notice 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 illion 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 illion TenderLink's Services and network.
- h) Act in a manner that negatively affects the ability of any User or illion TenderLink itself to engage in reasonable usage of illion TenderLink's Services through its website or attempt to gain unauthorised access to illion TenderLink's Services.
- i) Use illion 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 illion TenderLink's Services or use illion 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 illion TenderLink Services and website or information featured on them, or harvest information from them, for any purpose.
- k) Use illion 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 illion TenderLink or a User.
- l) Use an anonymous proxy or other technique to prevent illion TenderLink from identifying a User's location or IP address;
- m) Directly or indirectly use any content on illion TenderLink's website (and any content through use of illion TenderLink's Services) for the purpose of building, improving or providing any product or service that competes with all or any part of illion 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 illion 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 illion TenderLink's Services, including the protection against unauthorised usage of illion TenderLink's Services by a third party. illion 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 illion TenderLink's Services through their accounts.

7. Consequences of breaches of this Policy

- a) If illion TenderLink reasonably considers that a User has breached this Policy, illion 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 illion TenderLink's Services. illion TenderLink also reserves its other legal rights; and/or
- b) If illion TenderLink determines that a User is engaging in abnormal or impermissible usage, illion TenderLink will use commercially reasonable efforts to inform the offending User. This may include illion 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 illion TenderLink may charge the User accordingly. If illion 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 illion TenderLink may immediately suspend or terminate that User's access; and/or

- c) illion 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.

8. Amendments to this Policy

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