



TERMS OF USE

360's Public Portal – Terms of Use

This document contains the terms of use for all people who are using the 360 Public Portal. There is an equivalent document for users of the 360 Internal Portal. The two documents are aligned with the software as a service licence agreement between simplylogical.net and its customers. The intent is to safely allow the exchange of information via 360 for the benefit of all parties.

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INTRODUCTION TO THE SOFTWARE AND ITS USAGE

360 – Quote & Tender Evaluation Software (“the Software”) is owned, developed, and managed by simplylogical.net – a wholly Australian owned company based in Canberra¹.

The Software is cloud-based and is used by private sector entities and all levels of government (“Buyers”) to request quotes, tenders and other procurement-related information from businesses of goods and services (“Businesses”). The information exchanged into the Software is treated as commercial-in-confidence².

Buyers use The Software to request information from Businesses – information that is useful for procurement activities. The information is evaluated (often by subject matter experts) and subsequently used for contract management, panel management, and future procurement activities.

To facilitate procurement activities, Buyers can search for registered Businesses by their basic contact details (such as name, ABN, and email address), and Buyers can send invitation-only requests to any registered Business.

¹ Sharrowlane Pty Ltd t/a simplylogical.net

² Please refer to the Security Statement published alongside these Terms of Use within 360.



TERMS OF USE

By logging into the 360 Public Portal, you agree:

1. to the terms within this document;
2. Buyers can access your entity and contact details in accordance with the terms outlined in the 360 Internal Portal Terms of Use³; and
3. your colleagues can access your contact details in accordance with the terms outlined in this document.

By submitting information that will be shared with a Buyer (e.g. by responding to a request for tender), you agree:

1. you are authorised to share the information;
2. to the best of your knowledge, the information is accurate and true;
3. the Buyer that is receiving the information is granted a perpetual, royalty free, non-exclusive and non-revocable licence to use the information for the Buyer's procurement, evaluation, and contract/panel management purposes;
4. the Buyer may share the information with third parties to which it provides procurement and/or contract/panel management services in order to facilitate procurement and/or contract/panel management services; and
5. the Buyer may upload the information into third-party software systems necessary for best-practice business/organisation governance, including but not limited to contract/panel management systems; financial management systems; and risk management systems.

³ Please refer to the 360 Internal Portal Terms of Use accessible via the Internal Portal – <https://360users.apetsoftware.com.au/>



ACCEPTABLE USE

You may:

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

You shall use reasonable endeavours to:

1. ensure your colleagues with access to The Software uphold their obligations under this agreement;
2. advise simplylogical.net if you notice activities that may be in breach of these terms or the [360 Internal Portal Terms of Use](#);
3. ensure your use of The Software is for procurement activities only; and
4. provide your colleagues with guidance with respect to data security, including but not limited to:
 - a. the importance of using strong passwords;
 - b. not sharing passwords;
 - c. keeping passwords secure and undiscoverable;
 - d. not entering information that is beyond the security rating of the software (see the Security Statement for details)

simplylogical.net may facilitate procurement activities by:

1. providing your entity and contact details to buyers who use The Software and agree to the 360 Internal Portal Terms of Use;
2. providing your responses to requests for tender and other procurement activities to the requesting Buyer; and
3. providing technical support for The Software.

simplylogical.net may also:

1. contact you with regard to your account within The Software.



UNACCEPTABLE USE

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

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



CONFIDENTIALITY AND INTELLECTUAL PROPERTY

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

1. 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, suppliers, customers, and affiliated organisations who need to receive the information in the course of their duties and who have entered into an agreement containing appropriate confidentiality provisions.
2. The confidentiality obligations above shall not apply to any information which:
 - a. is or subsequently becomes available to the general public other than through a breach by the receiving party; or
 - b. is already known to the receiving party before disclosure by the disclosing party; or
 - c. is developed through the independent efforts of the receiving party; or
 - d. the receiving party rightfully receives from third parties without restriction as to use.
3. All data owned or created by or on behalf of the Buyer (including any meta-data) remains the sole property of Buyer.
4. All data owned or created by or on behalf of the Business (including any meta-data) remains the sole property of Business.
5. All Intellectual Property Rights for The Software, its algorithms, and its system data vest with simplylogical.net.
6. All parties agree not to use the names, trademarks, or trade names (whether registered or not) of the other parties without the express prior written consent of the other.

