



# Supplier Portal Terms of Use Policy

V0.01

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# Atamis Supplier Portal Terms of Use Policy

## 1. Introduction and Agreement

### 1.1 Purpose and Scope

These Terms of Use ("**Terms**") govern your access to and use of the Atamis Supplier Portal ("**Portal**"). The Portal is a digital service provided by **Atamis Ltd** (referred to as "**Atamis**," "**We**," or "**Us**") to enable suppliers ("**You**") to respond to bids, complete assessments, manage documentation, and participate in procurement processes managed by Atamis or our clients.

### 1.2 Acceptance of Terms

By accessing, registering for, or using the Portal, You confirm that You have read, understood, and agree to be legally bound by these Terms and any expressly referenced policies, including our **Privacy Policy** and **Information Security Policy**. If You do not agree to these Terms, You must not use the Portal. If You are accepting these Terms on behalf of a company or legal entity, You represent and warrant that You have the authority to bind that entity to these Terms.

### 1.3 Governing Law and Jurisdiction (UK Specific)

These Terms shall be governed by and construed in accordance with the laws of **England and Wales**. You agree that the courts of England and Wales have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms or their subject matter.

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## 2. Portal Access, Security, and Conduct

### 2.1 Authorised Use

- **A.** Access to the Portal is provided solely for the purpose of participating in procurement activities managed by Atamis or our Clients (e.g., public sector bodies, regulated private firms).
- **B.** You must not use the Portal for any purpose that competes with Atamis's business interests or those of our Clients.
- **C.** You must ensure all information provided during registration and use remains accurate, complete, and current.

### 2.2 Security and Credentials

- **A.** You are responsible for maintaining the confidentiality and security of Your login credentials (username and password). You must not share, transfer, or sell your account access to any other person or entity.
- **B.** You must immediately notify Atamis if You suspect or become aware of any unauthorised access to or use of Your account.



- **C.** You must implement and maintain **appropriate technical and organisational measures** (e.g., strong passwords, secure networks) to protect the data accessed through the Portal.

### 2.3 Prohibited Activities

You are strictly prohibited from:

- **A.** Introducing or transmitting any malicious software, viruses, malware, or harmful code.
  - **B.** Attempting to breach, circumvent, or test the security, access controls, or vulnerability of the Portal or the underlying systems.
  - **C.** Engaging in activities that overload, disrupt, or interfere with the normal operation or integrity of the Portal.
  - **D.** Uploading any content that is defamatory, unlawful, or infringes the intellectual property rights of any third party.
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## 3. Data Protection and Confidentiality

### 3.1 Confidential Information

All information shared by Atamis or our Clients via the Portal (including bid requirements, pricing, strategic documents, and contract details) is **Confidential Information**. You must use commercially reasonable and legally mandated measures to protect this information and use it only for the purpose of participating in the relevant procurement exercise.

### 3.2 Supplier Personal Data (GDPR and DPA 2018)

- **A. Responsibility:** When You submit Personal Data (e.g., names, email addresses, job titles of Your staff) to the Portal, **You warrant that You have a lawful basis** under the **UK General Data Protection Regulation (UK GDPR)** and the **Data Protection Act 2018** for disclosing that data to Us.
- **B. Processing:** Atamis will process this data for the purposes of managing Your Portal account, assessing bids, communicating with You, and fulfilling our contractual obligations to our Clients. We will process this data in accordance with our **Privacy Policy**.
- **C. Public Sector Context:** You acknowledge that data submitted relating to public sector procurement may be subject to specific disclosure requirements, such as those under the **Freedom of Information Act 2000**.

### 3.3 The Salesforce Platform

The Atamis Portal is built upon the Salesforce platform. You acknowledge that **Atamis is responsible for the security of our application and the configuration of user access**, while **Salesforce is responsible for the security and availability of the underlying platform and infrastructure** as detailed in the **Salesforce Trust and Compliance Documentation** (<https://www.salesforce.com/company/legal/trust-and-compliance-documentation/>)

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## 4. Intellectual Property and Liability

### 4.1 Intellectual Property Rights (IPR)

- **A. Atamis IPR:** All intellectual property rights in the Portal, the Atamis software, and the design are owned by or licensed to Atamis Ltd (excluding the underlying Salesforce technology).
- **B. Submitted Content IPR:** You retain all IPR in the information, documentation, and bids You submit (**Submitted Content**).
- **C. Licence to Use:** You grant Atamis a worldwide, royalty-free, non-exclusive licence to use, copy, display, and transmit the Submitted Content solely for the purposes of operating the Portal, evaluating Your bids, providing services to our Clients, and fulfilling legal obligations.

### 4.2 Limitation of Liability

- **A.** Atamis shall not be liable for any indirect, special, or consequential loss, or for any loss of profit, loss of data, or loss of business opportunity arising from Your use of the Portal.
  - **B.** Our total aggregate liability to You under these Terms shall not exceed **£500** or the total fees paid by You for use of the Portal (if any) in the twelve (12) months preceding the claim, whichever is lower.
  - **C.** Nothing in these Terms limits or excludes liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded under UK law.
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## 5. Termination and Changes

### 5.1 Suspension and Termination

We may suspend or terminate Your access to the Portal immediately and without notice if We reasonably believe You have breached any material term of this Policy, or if Your continued use poses a security or legal risk to Atamis, our Clients, or the underlying Salesforce environment.

### 5.2 Changes to the Terms

Atamis reserves the right to update or modify these Terms at any time. We will notify You of material changes via the Portal or email. Your continued use of the Portal after any such changes constitutes Your acceptance of the new Terms.

