



TERMS OF USE

360's Internal Portal – Terms of Use

This document contains the terms of use for all people who are using the 360 Internal Portal. There is an equivalent document for users of the 360 Public 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 Internal Portal, you agree:

1. to the terms within this document;
2. acknowledge that the confidential commercial, proprietary, and personal information within 360 was entered on condition that you agree to these terms; and
3. agree your colleagues can access your contact details in accordance with the terms outlined in this document.

You may:

- a) provide your colleagues with access to 360 by using the account management features within 360; and
- b) communicate with businesses 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's Public 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 and product development by:

- a) providing entity and contact details to buyers who use 360 and agree to these terms of use; and
- b) analysing 360's usage patterns.

simplylogical.net may also:

- a) contact you with regard to 360, its data, and related software.



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.

You, the businesses, and simplylogical.net agree not to betray each other's confidence.

- 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.

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.



CONFIDENTIALITY AND INTELLECTUAL PROPERTY

You, the Businesses, 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.

