

Supplier Portal

Terms and Conditions

This procurement portal for suppliers (**Portal**) (including our website, the integration of the VendorPanel application and related services) is operated by Bendigo and Adelaide Bank Limited (ABN 11 068 049 178) (**BEN**). By accessing and/or using this website, our Portal and related services, you agree to these terms and conditions (**Terms**), which apply to the use of our Portal only (but do not apply to any subsequent contract for the supply of any goods and services by you to us that is entered into via our Portal). You should review these Terms carefully and immediately cease using our Portal if you do not agree to these Terms. In these Terms, 'us', 'we' and 'our' means BEN and 'you' or 'your' means the company, trust, sole trader or other business entering into these Terms (**Supplier**), as specified in the registration page for the Portal (**Registration Page**).

1 Registration

You must register as a supplier to access certain features of our Portal, including the ability to receive requests for quotes.

When you register and activate your supplier account, you can choose a username and password. You are responsible for keeping this username and password secure and are responsible for all use and activity carried out under this username.

Even though you have registered as a supplier on our Portal, we do not represent, warrant or agree that we will acquire any goods or services from you.

You agree that BEN may process the business contact information of your employees and contractors and information about you as a legal entity in connection with BEN's business relationship with you. You agree that BEN can store, internally disclose and process such contact information in connection with this Portal and the services accessible via the Portal (including in respect of RFPs). Where required by applicable law, you have notified and obtained the consent of the individuals whose contact information may be stored, disclosed internally and processed via this Portal and will forward their requests to access, update, correct or delete their contact information to BEN and BEN will then comply with those requests.

2 Creating an account

To create an account, you must:

- be at least 18 years of age;
- possess the legal right and all necessary authorisations to enter into a legally binding agreement with us on behalf of the Supplier; and
- agree to use the Portal in accordance with these Terms.

If you are under the age of 18 years, you may not create an account or register as a supplier.

3 Your goods and services

When you register an account on our Portal, you must specify one or more types of goods and/or services that you are able to supply to us. You represent and warrant to us that you are able to supply each such type of goods and services that you specify that you are able to supply to us.

4 Requests for proposal

From time to time, we may use the Portal to issue a request for proposal (**RFP**) for the supply of specified goods and/or services. You will be notified by email to your nominated contact person's email address that you have received an RFP from us.

We will be responsible, in our sole and absolute discretion, for determining which registered supplier(s) will receive an RFP. We do not represent or warrant that you will receive any RFP, even if you have indicated on the Registration Page that you are able to supply goods or services that are the subject of an RFP to us. In our sole and absolute discretion, we may also seek proposals from suppliers that are not registered as suppliers on our Portal.

We may issue updates to our RFPs, extend the due dates or timeframes for any part of the RFP process (including due dates for submissions or responses of awards of supply agreements) or suspend, cease or resume an RFP at any time in our sole and unfettered discretion.

5 Proposals

If you receive an RFP from us, you may submit a proposal to us via the Portal to supply the goods and/or services that are the subject of that RFP (**Proposal**).

If you submit a Proposal to us you must provide your Proposal to us by the time and in the manner requested in the RFP. We may refuse to consider your Proposal if you do not comply with this requirement (but we may also, in our sole and absolute discretion, consider proposals received from you or from other registered suppliers that do not comply with this requirement).

You are solely responsible for any costs that you incur in considering an RFP and preparing and submitting your Proposal.

6 Liability

We do not warrant or represent that the information and documents provided by or on behalf of BEN in relation to the RFP is free from errors or omissions.

Neither BEN, its related bodies corporate, nor their directors, officers, employees, contractors or advisers will in any way be liable to any person or body for any loss, damage, cost or expense arising in any way out of or in connection with the statements, opinions, projections, forecasts or other representations (whether actual or implied) contained in or omitted from any RFP or by reason of any reliance by any person or body on such materials.

BEN reserves the right, in its absolute discretion, at any time, to amend, add to, abandon or cancel an RFP, including the information, terms, procedures, evaluation processes, protocols or requirements set out in it. To the maximum extent permitted by law, including the Australian Consumer Law, in no event will we be liable for any direct and indirect loss, damage or expense (irrespective of the manner in which it occurs) which may be suffered due to your use of our website, our Portal and/or the information or materials contained on them, or as a result of the inaccessibility of our website, our Portal and/or the fact that certain information or materials contained on them are incorrect, incomplete or not up-to-date. This exclusion of liability does not apply to the extent that the loss is caused by BEN's negligence or fraud.

To the maximum extent permitted by law, our liability to you in respect of any loss, cost, damage or expense arising out of or in connection with these Terms or any RFP is otherwise limited to the amount of \$1,000.

7 Intellectual property and confidentiality

You agree that we own all rights, title and interest in and to (including all copyright and other intellectual property rights in) all information, data, specifications, drawings, reports or other documents and things supplied or made

available by or on behalf of us to you as part of any RFP process, including through the Portal (**RFP Material**). We grant to you a limited, worldwide, non-exclusive, revocable, terminable and royalty-free licence to use and reproduce the RFP Material for the duration of the relevant RFP process only to consider the RFP, to provide a Proposal and if your Proposal is accepted by us, to negotiate an agreement with us. Your licence to use the RFP Material will automatically terminate without the need for us to give a separate notice to you if our Response to you specifies that your Proposal has been rejected or was unsuccessful, provided however that you may retain one copy of the RFP Material if required to comply with applicable recordkeeping obligations at law. The obligations of confidentiality in this clause will continue to apply for so long as you retain a copy of such RFP Material in your records.

You consent to the provision of the Proposal by BEN to such persons or bodies as BEN requires or considers necessary for the purpose of assessing the Proposal in the context of the RFP. You grant to us a non-exclusive, perpetual, irrevocable, worldwide and royalty free licence to use, reproduce, adapt, modify or otherwise exploit the whole or any portion of the Proposal for the purposes of the RFP process.

In addition to any separate confidentiality agreement that you may enter into with BEN in respect of an RFP, you must keep secret and confidential (and you must not disclose to any third party without our prior written consent) any RFP Material. We agree that you may disclose the RFP Material to your employees, officers and individual contractors and to your legal and other professional advisers to the limited extent necessary to consider the RFP, provide a Proposal and (if you are selected as our preferred supplier) to negotiate and enter into an agreement.

8 Privacy

When you register and activate your account, you will be required to provide us with personal information such as the name, telephone number and email address of your nominated contact person. You must ensure that this information is accurate and current. You must provide a copy of this clause to your nominated contact person. We collect personal information in order to provide our Portal and do so in accordance with the *Privacy Act 1988* (Cth).

We may disclose that information to third parties that help us operate the Portal or procure goods and/or services (including information technology suppliers, communication suppliers and our business partners) or

as required by law. If you do not provide this information, we may not be able to send RFPs to you or consider you (or your employer) as a potential supplier of goods and/or services. Some features of third party applications (such as VendorPanel) may involve access of information by those third parties as overseas recipients of information in order for them to make certain functionality available to us for the Portal and RFPs.

9 Our Portal is powered by VendorPanel

We may use certain third parties to provide our Portal. Please note that, separate from these Terms, some or all of these third parties will require that you enter into separate terms and conditions in relation to your use of the Portal. For example, VendorPanel is a third party for which BEN is not responsible for any terms and conditions which VendorPanel may impose on a supplier.

10 Suspension, modification and termination

We reserve the right to restrict, suspend or terminate without notice your access to or use of our Portal, any RFP Material, or any feature of our Portal at any time without notice and we will not be responsible for any loss, cost, damage or liability that may arise as a result.

We reserve the right, at our sole discretion, to update, change or replace any part of these Terms by posting updates and changes to our Portal from time to time. It is your responsibility to check the Portal periodically for such changes. Your continued use of or access to the Portal following the posting of any changes to these Terms constitutes acceptance of those changes.

11 Jurisdiction and governing law

Your use of our Portal and these Terms are governed by the laws of the State of Victoria and you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State of Victoria.

In the event of a conflict or inconsistency between these Terms and the terms in an RFP, the terms of such RFP will govern to the extent of such conflict or inconsistency.