

TenderLink

V1.1 effective from 1 October 2025

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TenderLink general terms

1 What is this document?

1.1 It applies to TenderLink Services

This Product Schedule only applies to our TenderLink eProcurement Portal Service. All references to Services in this Product Schedule refer to TenderLink eProcurement Portal Services.

1.2 Definitions

Capitalised terms used in this Product Schedule have the meaning given to them in the Work Order, or the Experian Dictionary accessible at www.experian.com.au/terms.

2 How can you use the Service?

2.1 About the Service

The Services include access to:

- a.

our eProcurement portal – a cloud-based platform we host and maintain, where you can issue tenders and manage supplier responses and submissions (**Portal**); and
- b.

our supplier database.

2.2 Issuing tenders

You may issue tenders as either a public or private tender notice, as set out below:

Type	Who can view it	How it’s shared	When to use it
Public tender notice	Any users of your portal and users of the TenderLink website	Published openly and visible to all suppliers	When you want to reach a wide audience of potential suppliers
Private tender notice	Only suppliers selected by you	Shared by invitation (not openly published)	When you want to target specific suppliers for a tender

2.3 Using the Portal

You can use the Portal to:

- a.

set-up and manage your Authorised Users;
- b.

issue tender notices and related communications;
- c.

invite suppliers to participate in your tenders; and
- d.

manage data, including any content you upload or that suppliers submit in response to your tender notice.

You must only use the Portal for your own tenders (and not for any tenders relating to Third Parties).

2.4 Additional terms

- a.

Responses to tender notices are stored in the Portal for the amount of time selected by you in the Portal or until the end of the Service Term, whichever comes first.
- b.

If you publish any tenders directly on your website, we may aggregate and republish them on the TenderLink website.
- c.

You are solely responsible for the accuracy of any content and materials you make available via the Portal We may remove or block access to your content if we reasonably believe that it’s offensive, illegal,

inaccurate, or if otherwise required by Law or a Regulator. We may report unauthorised or suspicious activity to enforcement agencies.

- d. We're not responsible for content posted by third parties, including links to external sites. If you choose to rely on third-party content, you do so at your own discretion.
- e. You must not use techniques that hide your location, such as anonymous proxies; and.
- f. We're not responsible for how suppliers use the information available to them through the Service.

3 What are your obligations?

3.1 Using the Services

You must:

- a. only use the Services for the Authorised Use and in line with their intended purpose and applicable Laws;
- b. implement and maintain industry best practice security measures and safeguards in relation to your computer systems, network and internet connectivity to access the Services;
- c. comply with all applicable technical safeguards and access restrictions designed to protect the integrity and security of the Services;
- d. keep all Credentials secure and confidential. If there is any unauthorised use of Credentials, you must promptly notify us, change the affected Credentials (if you can), and follow our reasonable instructions;
- e. protect the Services from unauthorised access, use, modification, reproduction, publication, or distribution, including through reverse engineering, automated tools or processes, or harmful code;
- f. ensure that the Services or Experian Data are not resupplied, resold, or repackaged;
- g. restrict access to the Services to you and your Authorised Users only; and
- h. only use the Services on hardware, networks, systems and software that meet any minimum specifications notified by us from time to time.

Unless required by Law, you must not voluntarily produce any Experian Data in legal proceedings or identify us, our Related Bodies Corporate, the Services, or our Confidential Information as a source of reference.

3.2 You are responsible for Authorised Users

- a. If Authorised Users access the Services, you:
 - i. must maintain a list of Authorised Users and share it with us on request;
 - ii. must ensure that your Authorised Users comply with the Agreement and our reasonable directions to use the Services;
 - iii. are responsible for your Authorised Users' use of the Services; and
 - iv. acknowledge that we may disable Authorised Users that are deemed inactive or we reasonably suspect have breached the Agreement.
- b. If an Authorised User no longer needs access to the Services, you must remove their access. Anyone with access will be considered authorised by you.
- c. We may monitor your Authorised Users use of the Service to ensure your compliance with the Agreement, our security standards and to prevent fraud and unauthorised use. You are responsible for obtaining any necessary consents from your Personnel and Authorised Users in relation to this clause.

3.3 You are responsible for how you use the Services

- a. The Services aren't designed or intended to be relied upon as the sole basis for any business decision. You are solely responsible for any decisions made (or not made) by you or your Authorised Users in relation to the use of the Services.
- b. If you access or use the Service outside of Australia or New Zealand, you are responsible for ensuring that this access or use complies with the Laws of those other countries.

4 How do we manage intellectual property?

4.1 Ownership and licensing of Existing IP

You and we each own and continue to own all of our respective Existing IP. If any of your Existing IP forms part of any of our Services, you grant us a non-exclusive, perpetual, irrevocable, royalty-free licence to use and modify that Existing IP to the extent required to deliver the Experian Services.

4.2 We and our licensors keep our IP in the Services

We (or our licensors) own all right, title, and interest, including IP Rights, in the Services at all times. We don't, at any time, transfer any ownership rights in the Services and we reserve all rights not expressly granted.

4.3 IP created during Service provision

All right, title and interest, including IP Rights, in any Enhancements or Joint IP vests in us on creation. If you acquire any IP Rights in any of our Services, Enhancements, or Joint IP, you:

- a. assign those IP Rights to us (or our licensor) with effect from acquisition; and
- b. agree to do all things reasonably required by us to give effect to such assignment.

5 How to contact us for support

Our helpdesk is available to provide technical and end user support during standard business hours.

Helpdesk contacts



Email:
support@tenderlink.com



Phone:

- Australia: 1800 233 533
- New Zealand: 0800 698 363

Our standard business hours

Australia: 7:00am to 5:00pm (AEST),
Monday to Friday, excluding public holidays.

New Zealand: 9:00am to 7:00pm (NZST),
Monday to Friday, excluding public holidays.