

These terms of use (**Terms**) govern your use of the City of Swan's Supplier Portal, and all related pages (**the Website**). Please read these Terms carefully.

BY USING THE WEBSITE, YOU ARE DEEMED TO HAVE AGREED TO THESE TERMS. If you do not agree to be bound by these Terms you must not use the Website.

1 Ownership

The Website and all Content (this term is defined in clause 7.1) is owned, or licenced for use, by City of Swan (ABN 21 086 180 442) of 2 Midland Square, Midland WA 6056. (**the City, we, us and our**).

2 Use of website

- 2.1 Except with the written consent of the City, you may only use the Website and the Content for the purpose for which it is intended, being for the benefit of residents (whether private or business) and visitors to the City.
- 2.2 The Website and the Content are directed to users who are at least 18 years old and are residing in and using the Website within Western Australia. We do not represent that the Content is appropriate for use or available in other locations. If you access the Website outside Western Australia, you do so at your own risk and you are responsible for compliance with laws applicable to your accessing the Website from your location.
- 2.3 Additional terms and conditions may also apply to specific portions, services or features of the Website. All such additional terms and conditions are incorporated by this reference into these Terms.

3 Prohibited uses

- 3.1 You may use the Website and the Content only for lawful purposes and in accordance with these Terms.
- 3.2 You agree not to use the Website and the Content:
 - 3.2.1 in any way that violates any applicable federal, state, local or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from other countries);
 - 3.2.2 for the purpose of exploiting, harming or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information or otherwise;
 - 3.2.3 to transmit, or procure the sending of, any advertising or promotional, including any "junk mail", "chain letter" or "spam" or any other similar solicitation
 - 3.2.4 to impersonate or attempt to impersonate us, any of our employees, another user or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing); or
 - 3.2.5 to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm us or users of the Website or expose them to liability.

3.3 Additionally, you agree not to:

- 3.3.1 use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website;

- 3.3.2 use any robot, spider, scraping device, deep link, or other automatic device, tool or algorithm, to process or means to access the Website for any purpose, including monitoring or copying any of the Content;
 - 3.3.3 use any manual process to monitor or copy any of the Content or for any other unauthorised purpose without our prior written consent;
 - 3.3.4 use any automatic or manual process to reverse engineer or decompile any part of the Website;
 - 3.3.5 use any device, software or routine that interferes with the proper working of the Website;
 - 3.3.6 attack the Website via a denial-of-service attack or a distributed denial-of-service attack;
 - 3.3.7 introduce any viruses, trojan horses, worms, logic bombs, spyware, computer code, file, program or material which is malicious or technologically harmful;
 - 3.3.8 attempt to gain unauthorised access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer or database connected to the Website;
 - 3.3.9 breach the security of the Website, test or scan the vulnerability of the Website, or make any unauthorised modifications to the Website; or
 - 3.3.10 use the Website or the Content in any way that otherwise breaches these Terms.
- 3.4 The City may report any of the activities above to the relevant law enforcement authorities and we will cooperate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Website will cease immediately.

4 Provision of information

- 4.1 You warrant that any document (in any format) that is uploaded or provided in any form to the City will not:
 - 4.1.1 contain any material which is defamatory, obscene, abhorrent, indecent, abusive, offensive, harassing, violent, hateful, or inflammatory;
 - 4.1.2 contain or promote sexual or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 - 4.1.3 infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person.
 - 4.1.4 violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms;
 - 4.1.5 be likely to deceive any person;
 - 4.1.6 promote any illegal activity, or advocate, promote or assist any unlawful act; or
 - 4.1.7 impersonate any person or misrepresent your identity or affiliation with any person or organisation, including with us.
- 4.2 Whenever you make use of a feature that allows you to upload content to our website, you must comply with the content standards in this clause 4.

- 4.3 You warrant that any such provision of information complies with these standards, and you will be liable to us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage we suffer as a result of your breach of this warranty. We may report any breach of your warranty to the relevant law enforcement authorities, and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our website will cease immediately.

5 Privacy

- 5.1 The City values your privacy and manages the privacy risks of the information collected about you.
- 5.2 The City collects, uses, stores, shares and disposes of personal information in accordance with its Privacy Policy.
- 5.3 There are risks associated with the transmission of data through the Website. You should make your own judgement of the potential risks when accessing the Website.

6 Site data collected

- 6.1 When you access the Website, the City logs a record of the visit and information about you. The City records this information:
- 6.1.1 for statistical purposes;
 - 6.1.2 to monitor use and access of the Website;
 - 6.1.3 to monitor the frequency and type of information being accessed by you; and
 - 6.1.4 to customise and improve the Website for you.
- 6.2 The types of information the City collects when you access the Website includes:
- 6.2.1 details of the server and internet provider you are accessing the Website from;
 - 6.2.2 details of your access of the Website;
 - 6.2.3 details of the operating system, devices and software used to access the Website; and
 - 6.2.4 details of any other website, social media platform, code or link that directed you to the Website.
- 6.3 The City may also collect personal and sensitive personal information that you provide to the City.

7 Cookies

- 7.1 The Website uses cookies, tracking pixels and related technologies.
- 7.2 Cookies are small data files that are sent to and stored on your device when you access the Website. Some cookies may remain on your device after your internet session ends.
- 7.3 Cookies may be dropped by the City or third parties and are used for security, customisation, verification, functionality and digital marketing purposes.
- 7.4 You can control or disable cookies at any time by changing your web browser settings. Disabling cookies may affect the functionality of the Website.

8 Third party websites

- 8.1 The Website may contain links to other websites (including banner advertisements and sponsored links) controlled by third parties and resources provided by third parties (Third Party Website and Resources), these links are provided for your information only. Such links should not be interpreted as approved by us of those linked websites or information you may obtain from them.
- 8.2 The City is not responsible for any content on, or in, Third Party Website and Resources. If you choose to visit, or use, a Third Party Website and Resources you do so at your own risk and subject to the terms and conditions of use of the Third Part Website and Resources.
- 8.3 You should make your own enquiries before relying on any content contained on, or in, a Third Party Website and Resources.
- 8.4 The City makes no representations or warranties, whether express or implied, about the quality or accuracy of material available on, or in, a Third Party Website and Resources, or that such material does not infringe the intellectual property rights of a third party.

9 Intellectual property

- 9.1 The City is the owner or licensee of all intellectual property rights on the Website, and in the material published on it (including but not limited to all data, text, software, images, graphics, trademarks, logos, interfaces, photographs) (Content). The Website and the Content are protected by copyright laws and treaties around the world. All such rights are reserved.
- 9.2 You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others to the Website or Content posted on the Website.
- 9.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 9.4 Our status (and that of any identified contributors) as the authors of the Website and Content must always be acknowledged.
- 9.5 You must not use any part of the Content for commercial purposes without obtaining a licence to do so from us or our licensors.
- 9.6 If you print off, copy or download any part of the Website or the Content in breach of these Terms, your right to use the Website and the Content will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.
- 9.7 If we provide social media features such as the ability to share content, you may take such actions as are enabled by such features.
- 9.8 You must not delete or alter any copyright, trademark or other proprietary rights notices from copies of materials from the Website.

10 Do not rely on information on the Website

- 10.1 The Website and the Content is provided on an “as is” and “as available” basis, and to the extent permitted by law we make no representations or warranties, express or implied, regarding the operations or availability of the Website or the Content.
- 10.2 The Content is provided for general information only. It is not intended to amount to advice on which you should rely.

10.3 Although we make reasonable efforts to update the Website and the Content, to the extent permitted by law we make no representations, warranties or guarantees, whether express or implied, that the Website or the Content is accurate, complete or up-to-date.

11 Termination of use

11.1 You may stop using the Website at any time for any reason.

11.2 The City reserves the right in its absolute discretion to suspend or terminate at any time the access to the Website of any user without notice for any reason, including but not limited to a breach of these Terms. The suspension or termination shall not affect either party's rights or liabilities.

11.3 The City may disclose any information we may have about a user in relation to an investigation or allegation that your use of the Website or the Content is in breach of these Terms or is in breach of law or other regulation. The City reserves its right to identify or bring legal action against any person who is breaching these Terms, including obtaining injunctive relief.

12 Suspension or Withdrawal of Website

12.1 The Website and the Content are made available free of charge.

12.2 The City does not guarantee that the Website, or any Content, will always be available, uninterrupted or be error-free. We may suspend or withdraw or restrict availability of all or any part of the Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

12.3 You are responsible for ensuring that all persons who access the Website through your internet connection are aware of the Terms and other applicable terms and conditions, and that they comply with them.

13 Variation to the Term and Website

13.1 The City may amend, vary or modify these Terms from time to time. It is your responsibility to review the Terms each and every time you wish to use the Website to ensure that you understand the Terms that apply at that time. For the avoidance of doubt, the City will not notify you of these any amendments, variations or modifications to the Terms.

13.2 The City may update and change the Website from time to time to reflect changes to our products, services, our users' needs, changes in law and our business priorities. We will try to give you reasonable notice of any major changes.

14 Limitation of liability

14.1 To the extent permitted by law, the City, licensors, service providers and each of their respective officers, employees, contractors, agents, licensors, suppliers, successors and assigns (Affiliates) are not liable for damages of any kind, under any law, arising out of or in connection with your use, or inability to use, the Website, any website linked to it, the Content or such other websites content or any services or items obtained through the Website, or such other websites, including any direct, indirect, special, incidental, consequential or punitive damages, including but not limited to, personal injury, pain and suffering, emotional distress, loss of revenue, loss of goodwill, loss of data, and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

14.2 Nothing in this clause affects any liability which cannot be excluded or limited under applicable law. The City and its Affiliates do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent

misrepresentation. Where the City and its Affiliates' liability cannot be excluded, their liability is limited to the fullest extent permitted by the Australian Consumer Law.

- 14.3 You agree to defend, indemnify and hold the City and its Affiliates, harmless from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable solicitors' fees) arising out of or relating to your violation of the Terms or your use of the Website, including, but not limited to your use of any information obtained from the Website and any use of the Content, services and products other than as expressly authorised in these Terms.

15 Governing law

These Terms are governed by the laws of Western Australia in Australia, and any dispute in relation to these Terms or your access or use of the Website and the Content will be subject to the exclusive jurisdiction of the Courts of Western Australia.

16 Miscellaneous

- 16.1 If any of these Terms are unenforceable or held to be invalid, the offending provision/s will be removed from these Terms and the amended Terms will remain in force.
- 16.2 Any failure by the City to act or enforce these Terms immediately will not be considered a waiver of the City's right to take any such action.

17 Contact us

If you have any questions or queries in relation to these Terms, please contact us (our contact details are set out on our "Contact Us" (<https://www.swan.wa.gov.au/contact/>) page).