



TERMS AND CONDITIONS

EFFECTIVE DATE:

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1 DEFINITION

Tendersure is a Cloud-Based Supplier Sourcing Solution. Use of the Tendersure platform as a supplier occurs when the supplier has responded to a relationship request from a buyer conducting sourcing activities or has responded to a sourcing event invitation from a buyer using the Tendersure platform.

2 PURPOSE

The purpose of this document is to inform system users regarding the Terms and Conditions for using the Tendersure website and system.

3 SCOPE

Within scope are the Terms and Conditions that apply to suppliers using the Tendersure System. These terms do not apply to any buyer; the terms applicable to a buyer are contained in the contract negotiated and signed by the buyer for usage of Tendersure solutions.

If you choose to use Tendersure, then you agree to these Terms and Conditions.

4 TERMS AND CONDITIONS

The following describes the terms and conditions applicable to such use:

1. For each sourcing event, the supplier is presented with the Terms and Conditions imposed by the buyer relating to participation in that specific event.
2. Participation in an event.
The buyer has the final responsibility for all decisions regarding the operation of the sourcing events. The buyer and/or Tendersure may suspend or cancel the event at any time and without prior notification.
3. Delivery policy
Subject to availability and receipt of payment, requests will be processed within immediately.
4. Payment options accepted.
Payment may be made via Visa, MasterCard, Mobile Money payment. The details of which will be provided on request. Card transactions will be acquired for bidder fee payment via DPO Group. DPO uses the strictest form of encryption, namely Secure Socket Layer 3 (SSL3) and no Card details are stored on the website.
5. Ethics.
Event participants may not engage in unethical behaviour during a sourcing event. The supplier is expected to notify both Tendersure and the buyer if they witness practices that are inconsistent with the fair operation of the sourcing event.
6. Information Resourcing.
The buyer requests information from the supplier in the form of questionnaires or an evaluation criteria. For each questionnaire response request, the supplier may be presented with information needs related to the code of conduct, registration, qualification, capability, capacity, performance, or other information needed by the buyer.
7. Administrative Services.
The supplier acknowledges that in connection with the sourcing events, Tendersure provides certain administrative services on behalf of the buyer. Tendersure is an independent contractor for the buyer/client. As part of Tendersure performing services to its client, the

buyer, the supplier consents to Tendersure providing to the buyer all communications by the supplier during the sourcing event.

8. Transaction Completion.

Tendersure cannot control whether or not buyers will complete the transactions they request in the sourcing events. The supplier agrees and acknowledges that Tendersure has no control over its client's decision to conduct a transaction with the supplier after the sourcing event.

9. By agreeing to use Tendersure, the supplier agrees that Tendersure may:

- (i) Contact them for the purpose of promoting, marketing and/or executing the sourcing events.
- (ii) Identify them to buyers as a potential participant in the sourcing event.
- (iii) Store their information to facilitate the sourcing event.

10. Bidder fee refund policy.

The bidder fee paid to participate in sourcing events is **non-refundable** except where the payment is an overpayment in error. Specific evidence must be provided to demonstrate this. Refunds may not be immediate and can take a period of up to 5 business days.

11. The supplier represents and warrants the following:

- (i) They will comply with all laws and regulations that apply to their participation.
- (ii) They possess all right, power, and authority to enter into these Terms.
- (iii) Information provided or uploaded to Tendersure will be accurate and that they are responsible for the accuracy of their Information.

The supplier acknowledges that both Tendersure and the buyer are entitled to rely on the accuracy of their information that they provide. Neither Tendersure nor the buyer are responsible for any erroneous, misapplied, or misrouted payments resulting from errors.

12. Registration and Sign-up Obligations.

All information that is provided to Tendersure must be accurate (e.g., company name, contact names, business address), whether or not supplied during the registration process. Users are responsible for keeping such information up-to-date and must provide changes promptly to Tendersure by logging in to their account and providing the correct information.

13. System Integrity.

Concerning the use of the Tendersure system, all users agree not to knowingly:

- (i) interfere with or attempt to interfere with the proper working of the Tendersure system.
- (ii) post or transmit to the Tendersure system any unlawful, fraudulent, harassing, libellous, or obscene Content.
- (iii) post or send to the Tendersure system any Content that contains a virus, bug, cancelbot, worm, Trojan Horse, or other harmful item.
- (iv) publish, perform, distribute, prepare derivative works, copy, or reverse engineer (except to the limited extent that applicable law prohibits a restriction on reverse engineering) the Tendersure system.

5 CHANGES TO THIS POLICY

Tendersure, in consultation with the buyer, reserves the right to change these Terms at any time. The revised Terms and Conditions will be effective immediately upon Tendersure posting them. It is the supplier's responsibility to check these Terms periodically for changes. The supplier's continued participation and use of Tendersure following the posting of changes will mean that they accept and agree to the changes.

6 CONTACT US

If you have any questions or concerns about the Tendersure Terms and Conditions, do not hesitate to contact Tendersure through:

- i) Live chat on the Tendersure Website
- ii) WhatsApp number: +254 114 892 485
- iii) Email: info@tendersure.africa

REVISION TABLE

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