PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING THIS SITE

Terms of Website Use

This document (together with the documents referred to in it) (Terms of Use) tells you the terms of use on which you may make use of our website <u>www.buysupplyni.com</u> (our site) as a guest. Use of our site includes accessing and browsing material.

Please read these terms of use carefully before you start to use our site, as these will apply to your use of our site. We recommend that you print a copy of this for future reference. By using our site, you confirm that you accept these terms of use and that you agree to comply with them.

These terms of use also set out the terms on which we process any personal or commercial data we collect from you, or that you provide to us, whilst using our site or otherwise. By using our site, you consent to such processing and you warrant that all data provided by you is accurate. For the purpose of the Data Protection Act 1998 (the act), we are the data controller. If you do not agree to these terms of use, you must not use our site.

Information about us

www.buysupplyni.com is a site operated by Mid & East Antrim Borough Council (we, us or our), a Local Authority established under the Local Government Act (NI) 2014 and the Local Government Boundaries Order (NI) 2012, whose head office is located at The Braid, 1-29 Bridge Street, Ballymena, BT43 5EJ.

Changes to these Terms

We may revise these terms of use at any time by amending this page. Please check this page regularly to take notice of any changes we make, as they are binding on you.

Changes to our Site

We may update the site from time to time, and may change the content at any time. However, please note that any of the content on our site may be out of date at any given time, and we are under no obligation to update it.

We do not guarantee that our site, or any content on it, will be free from errors or omissions.

Accessing our Site

Our site is made available free of charge. We do not guarantee that our site, or any content on it will always be available or be uninterrupted. Access to our site is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our site without notice. We will not be liable to you if for any reason our site is unavailable at any time or for any period.

You are responsible for making all arrangements necessary in order for you to have access to our site.

You are also responsible for ensuring that all persons who access our site through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them accordingly.

Intellectual Property Rights

We are the owner or the licensee of all intellectual property rights on our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.

You may print off, and download extracts from, any pages(s) on our site for your use and you may draw the attention of others within your organisation to the content posted on our site. You must not use any logo or trade mark on our site without our, or the relevant licensor's, prior written consent.

You much 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.

Our status (and that of any identified contributors, including the companies whose information has been uploaded to our site) as the authors of the content on our site must always be acknowledged.

No Reliance on Information

The information provided on our portal, relating to businesses across Northern Ireland has been provided by over 400 companies, is provided free of charge and is intended to be helpful to a large range of businesses.

All of the company profiles and accompanying information has been supplied by the respective companies. It is the sole responsibility of the company to ensure that the sales profile and information on components to be bought or supplied is accurate and up-to-date.

As a result: we cannot take any responsibility for the consequences of errors, omissions or individual company sales profile content; we will not accept any responsibility with regards to challenges arising from individual sales profile content; you should always follow the links to more detailed information from the respective company; any reliance you place on this information or links to other websites will be at your own risk.

Links on the site will lead to other websites. These links, and the websites they link to, are not regularly monitored by us, nor are they under our control. We are not responsible for the content of any linked website and cannot take responsibility for the consequences of your using the information or services on linked websites. We cannot guarantee that these links will work all the time.

Neither we, nor our site, endorse or favour any specific commercial product or business. Non-government websites linked to and/ or from our site are present only because they may be useful additions to the information we provide. A link to a third-party website does not imply endorsement; you must use your own business judgement to decide whether the information or service on that website is suitable for your needs. If a website is not linked to, this does not mean or imply that it is unsatisfactory. The linked websites are reviewed from time to time in the light of customer usage and feedback.

Limitation of our Liability

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use, our site; or use of or reliance on any content displayed on our site.

Business users, please note in particular, we will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our site or to your downloading of any content on it, or on any website linked to it.

We assume no responsibility for the content of websites linked on our site. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

<u>Viruses</u>

We do not guarantee that our site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access our site. You should use your own virus protection software.

You must not misuse our site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our site, the server on which our site is stored or any server, computer or database connected to our site. You must not attack our site via a denial-ofservice attack or a distributed denial-of service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. We report any such breach 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 site will cease immediately.

Linking to our Site

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to our site in any website that is not owned by you. Our site must not be framed on any other site, nor may you create a link to any part of our site other than the home page. We reserve the right to withdraw linking permission without notice.

If you wish to make any use of content on our site other than that set out above, please contact buysupplyni@midandeastantrim.gov.uk

Information we may collect from you

We may collect and process the following data about you:

Information you give us. You may give us information about you by filling in forms on our site or by corresponding with us by phone, e-mail or otherwise. This includes information you provide when you use our site, subscribe to our email notifications and when you report a problem with our site. The information you give us may include your name, address, e-mail address and phone number.

Information we collect about you. With regard to each of your visits to our site we may automatically collect the following information:

Technical information, including the internet protocol address used to connect your computer or device to the internet, your login information, browser type and version, time zone setting, browser plug-in types and versions, operating system and platform; and

Information about your visit, including the full uniform resource locators clickstream to, through and from our site (including date and time); pages you viewed or searched for; page response times; download errors, length of visits to certain pages, page interaction information (such as scrolling, clicks and mouse-overs), and methods used to browse away from the page [and any phone number used to call our customer service number].

We may receive information about you if you use any of the other websites we operate or the other services we provide. We may receive information from third parties about you from them for example Google Analytics.

Cookies

Our site uses cookies to distinguish you from other users of our website. This helps us provide you with a good experience when you browse our website and also allows us to improve our site. For detailed information on the cookies we use and the purposes for which we use them see our Cookie Policy.

When someone visits our web portal we collect standard internet log information and details of visitor behaviour patterns. We do this to find out things like the number of visitors to the various parts of the website. We collect this information in a way which does not identify anyone.

The tool we use to analyse visitor patterns uses 'cookies', which are text files placed on your computer to collect this information. You can decide if you want to accept or reject cookies by changing your settings on your browser.

We will not associate any data gathered from this site with any personally identifying information from any source. If we do want to collect personally identifiable information through our web site, we will make it clear when we collect it and will explain what we intend to do with it.

Uses Made of the Information

We use the information held about you in the following ways:

Information you give to us. We will use this information:

To provide you, or permit selected third parties to provide you, with information about goods or services we feel may interest you.

- > To notify you about changes to our service; or
- > To ensure that content from our site is presented in the most effective manner for you and for your computer.

Information we collect about you. We may use this information:

- To administer our site and for internal operations, including troubleshooting, data analysis, testing, research, statistical and survey purposes;
- To improve our site to ensure that content is presented in the most effective manner for you and for your computer;
- To allow you to participate in interactive features on our site, when you choose to do so;
- > As part of our efforts to keep our site safe and secure;
- To measure or understand the effectiveness of advertising we serve to you and others, and to deliver relevant advertising to you; or
- To make suggestions and recommendations to you and other users of our site about goods or services that may interest you or them.

Information we receive from other sources. We may combine this information with information you give to us and information we collect about you. We may use this information and the combined information for the purposes set out above (depending on the types of information we receive).

Disclosure of your Information

We may share your information with selected third parties including:

- Business partners, suppliers and sub-contractors for the performance of any contract we enter into with them or you;
- Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others; or
- Analytics and search engine providers to assist us in the improvement and optimisation of our site.

We may disclose your personal information to third parties if we are under a duty to disclose or share your personal data in order to comply with any legal obligation, or in order to enforce or apply our terms of use and other agreements; or to protect the rights, property, or safety of Mid & East Antrim Borough Council, our customers, or others. This includes exchanging information with other companies and organisations for the purposes of fraud protection and credit risk reduction.

Where we store your personal data

The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area (EEA). By submitting your personal and commercial data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these terms of use.

All information you provide to us is stored on secure servers.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.

Your Rights

You have the right to ask us not to process your personal data for marketing purposes. We will inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. [You can exercise your right to prevent such processing at any time by contacting us at buysupplyni@midandeastantrim.gov.uk]. Our site may contain links to and from the websites of our partners, buyer company pages, supplier company pages, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own terms of use and privacy policies and that we do not accept any responsibility or liability for these policies or the use of information by any of these third party websites. Please check these polices before you submit any personal or commercial information to these websites.

Access to Information

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the act.

Applicable Law

If you are a business, these terms of use, its subject matter and information (and any noncontractual disputes or claims) are governed by the laws of Northern Ireland. We both agree to the exclusive jurisdiction of the courts of Northern Ireland.

Contact Us

Should you require this information in an alternative format please contact:

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Mid & East Antrim Borough Council

Economic Development Dept.

Michelin Offices

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Ballymena

BT42 4HZ

Tel: 028 2563 3590

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