

Revised: June 5, 2017

## 1. INTRODUCTION

### THE GOVERNMENT OF THE NORTHWEST TERRITORIES CONTRACT EVENT OPPORTUNITIES WEBSITE TERMS AND CONDITIONS

The Contact Event Opportunities Website is a service (the "Service") offered to the public by the Government of the Northwest Territories (the "GNWT"). If you choose to register for the Services, the GNWT will send you e-mail notifications of new procurement opportunities within the Northwest Territories, in categories and/or locations you select when registering. The e-mail notifications will contain a web-link to procurement information which will be hosted on the GNWT's Contact Event Opportunities Website (the "Site"). Subject to the approval of the GNWT, you will also be permitted to submit bids and proposals electronically, and you may be provided with access to other services on the Site.

TO REGISTER FOR THE SERVICES YOU MUST AGREE TO THE TERMS AND CONDITIONS (THE "TERMS") SET OUT ON THIS PAGE. PLEASE READ THE TERMS AND, IF YOU UNDERSTAND AND AGREE THAT THE TERMS GOVERN YOUR USE OF THE SITE, THEN PRESS THE "I AGREE" BUTTON LOCATED AT THE TOP OF THIS PAGE TO PROCEED WITH REGISTRATION FOR THE SERVICES. IF YOU DO NOT AGREE WITH THE TERMS, OR CHOOSE NOT TO REGISTER FOR THE SERVICES, PRESS THE "CANCEL REGISTRATION" BUTTON, AND YOU WILL BE RETURNED THE CONTRACT EVENT OPPORTUNITIES HOME PAGE.

- a. "You" "your" and "yourself" in this Agreement includes your employer, your partners, your employees, and any other person for whom you act as agent in using the Site.
- b. These Terms, which include the Terms of Use (located at <http://www.gov.nt.ca/terms>) are, unless specified otherwise, the entire agreement between yourself and the GNWT relating to your use of the Services and the Site. You specifically agree that having clicked the "I AGREE" button at the top of this page, that you accept all Terms related to the use of the Services.
- c. If you choose not to register for the Services, you will still be able to access and view the public portions of the Site, without providing any personal information. You will also still be able to deal with the GNWT in person by contacting Procurement Shared Services by phone at (867) 767-9044.
- d. You should not rely on the Services as your exclusive method of learning about bid opportunities or bid updates offered by the GNWT. For example, there may be technical issues that affect the provision of the Services, or variances as to the method of posting or categorizing the opportunities. The GNWT may also discontinue the Services at any time without prior notice to you.
- e. From time to time, the GNWT may change, remove, or add to these Terms, and reserves the right to do so in its sole discretion. If we change these Terms, we will post an updated version and indicate the date of revision. If we feel the changes are material, we will make reasonable efforts to post a prominent notice on a relevant page(s) on the Site, and notify those with a current account via email. You agree that it is your responsibility to periodically review these Terms to ensure you are aware of any changes that have been made. All new and/or revised Terms take effect immediately and apply to your use of the Services from that date on. Your continued use of any Services after new and/or revised Terms become effective indicates that you have read, understood, and agreed to those Terms.

f. You may not use the Site for any reason other than to obtain and submit information relating to procurement opportunities issued by the GNWT.

## 2. RESPONSIBILITIES

a. You are responsible for ensuring that at all times your registration information is complete, current, and accurate.

b. You are responsible for the security of the password used by you to access the Site.

c. In the event that the GNWT receives an electronic transmission from you that is infected with a virus or other electronic code that, in the sole opinion of the GNWT is considered harmful to the GNWT's computer networks, the GNWT reserves the right to disinfect such electronic transmission and the GNWT will not be liable for any changes that may occur to the electronic transmission submitted by you, including rendering such transmission unreadable, as a result of the disinfection process.

d. The GNWT may, in its sole discretion, ban you from using the Site provided through the Site, or remove your registration information from the Site at any time.

e. You will not submit bids on behalf of a third party.

## 3. PERSONAL INFORMATION/PRIVACY

a. Personal information supplied by you to register as a User, and obtain a User ID) is collected under the authority of section 40 (c) (i) of the *Access to Information and Protection of Privacy Act* and is necessary for the provision of the Services to you. This personal information is used to identify Users on the Site, and to track the progress of a User's submissions on the Site. Personal information supplied in support of a submission will be disclosed to the GNWT Department/agency that posted the opportunity and will be used for management of the submission within that Department/agency. Personal information submitted by a User for the use of the Services may also be used to contact Users for the purposes of correcting e-mail routing or other system delivery errors.

b. Procurement document request lists may be released at any time, and will include the business name, contact name, contact email address, and contact phone number for each person that has expressed interest in the applicable procurement opportunity.

c. In addition to the terms of the GNWT Privacy Statement found at: (<http://www.gov.nt.ca/terms>), you agree as follows:

i. By registering for the Services, you authorize the GNWT to collect the personal information necessary to provide the Services to you, and consent to such collection. You further authorize and consent to the GNWT's retention of that personal information in a database maintained by the GNWT for the purposes of provision of the Services to you.

ii. You may request that the GNWT provide you with a copy of your own personal information contained within the database for the Site.

iii. For more information about how personal information is collected, used and disclosed, please contact Manager, GNWT Access and Privacy Office, Department of Justice.

#### 4. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE GOVERNMENT OF THE NORTHWEST TERRITORIES OFFERS THE SERVICES (INCLUDING ALL CONTENT AVAILABLE ON OR THROUGH THE SERVICES) AS-IS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SERVICES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE GNWT DOES NOT WARRANT THAT THE FUNCTIONS OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT CONTENT MADE AVAILABLE ON OR THROUGH THE SERVICES WILL BE ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY SERVERS USED BY THE GNWT ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE GNWT DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING USE OF THE CONTENT AVAILABLE THROUGH THE SERVICES IN TERMS OF ACCURACY, RELIABILITY, OR OTHERWISE.

#### 5. DAMAGES, INDEMNITIES

a. No action may be brought by you against the GNWT for any loss or damage of any kind caused by any reason or purpose including, without limitation, reliance on the functioning of the Site and the provision of the Services, even if any such loss or damage is due to the negligence of the GNWT.

#### 6. COPYRIGHT

a. This material, including copyright and marks under the Trade Marks Act (Canada), is owned by the GNWT and protected by intellectual property law. Material may not be used or reproduced for commercial purposes without the prior written consent arranged by the Communications Unit, Department of Executive, GNWT. If it is reproduced or redistributed for non-commercial purposes, the GNWT copyright is to be acknowledged.

b. Certain words, phrases, names, designs, images, graphics or logos used on the site may constitute trademarks, service marks or trade names of the GNWT or other entities. The display of any such marks or names on the site does not imply that a licence has been granted by the Government.

#### 7. Jurisdiction

a. This Agreement as set out in these Terms is governed by the laws of the Northwest Territories and laws of Canada applicable therein.