

Applicable from 13 May 2024



BidWork Tender Management Terms of Use



TERMS AND CONDITIONS OF USE

Version: 1.1 - issued: 13/05/2024

Applicable from: 13/05/2024

PLEASE READ THESE TERMS AND CONDITIONS OF USE (“Terms of Use”) CAREFULLY BEFORE USING THE SITES AND/OR THE PLATFORM

These terms of use tell you the terms on which you may make use of any of our current and any future websites (example <https://www2.attestationlegale.fr>; <https://onceforall.com>; <https://onceforall.fr>; <https://www.constructionline.co.uk>) (**our website, or our websites**) and the platform BidWork accessible via <https://app.bidwork.co.uk/> and any platform we might develop (“the Platform”).

Click on the links below to go straight to more information on each area:

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1. WHO WE ARE AND HOW TO CONTACT US

Once For All is the European leader in supply chain management solutions for the construction industry.

OFA Group SAS (registered on the 3rd of November 2021 with registration number 904 892 833 RCS Paris and registered office at 53 RUE DE CHATEAUDUN 75009 PARIS 9) is the provider of the Platform Onceforall ('the Platform') and associated services (SaaS) in the European Economic Area and Switzerland. Collectively, we refer to any services provided through the Platform or otherwise available to simple Internet browsers on our websites as "the Services".

Fortius Bidco Group Limited is a company incorporated and registered in England and Wales with company number 11409619 and with registered office at Midpoint, Alencon Link, Basingstoke, Hampshire, RG21 7PP also known as Constructionline or Facilitiesline which are trading names.

To contact us, please use the following contact details :

For France: contact@onceforall.com - +33 4 72 38 32 58

For Germany: kontakt.de@onceforall.com - +49 30 20314 199

For Belgium: support.belgium@onceforall.com - +32 78 48 37 52

For Italy: contatto.it@onceforall.com - +39 02 3056 9038

For UK: E-mail: gdpr@onceforall.com

By clicking "I acknowledge having read and accepted the applicable the General Terms of Use and the Privacy Notice", using, registering for and using the websites and the Platform, you confirm that you accept these Terms of Use and that you agree to comply with them.

If you do not understand, or do not accept any part of these terms, then you are not permitted to use our websites or Platform.

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

We recommend that you print a copy of these Terms of Use for future reference.

2. OTHER TERMS THAT MAY APPLY TO YOU

Depending on i) your use of the websites and Platform; ii) your subscription plan (if any) other terms might apply to you in addition to these Terms of Use :

- [Our Privacy Notice](#)
- Our Cookie Policies, which sets out information about the cookies on our websites and Platform.

- If you subscribe to a plan then a Subscription Agreement will apply to the use of those services.

3. CHANGES TO THESE TERMS OF USE

We may amend these Terms of Use from time to time.

The current version of these Terms of Use is:

- Version: 1.1 - issued: 13/05/2024
- Applicable from 13/05/2024

Every time you wish to use our Platform, please check these Terms of Use to ensure you understand the current terms that apply at that time as they are binding on you.

4. CHANGES TO THE WEBSITES / PLATFORM

We may update and change our Platform and the content on it from time to time, for example to reflect changes to our products and services, our users' needs, our business priorities and operational requirements. We will try to give you reasonable notice of any major such changes.

We may update our website from time to time and change the content at any time. However, please note that any of the content on our website 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.

5. SUSPENSION OR WITHDRAWAL OF THE SITES AND THE PLATFORM

We do not guarantee that the websites and the Platform, or any content, will be free from errors of that they will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of our websites and Platform for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

We will not be liable if for any reason our websites and the Platform is unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our websites and Platform.

6. TRANSFER OF AGREEMENT

We may transfer our rights and obligations under these Terms of Use to another organisation. We will always inform you in writing of such transfer.

7. LOCATION OF SERVICES

The websites and Platform, their content and any services provided in relation to the same are only targeted to, and intended for use by, individuals located in Europe (inclusive of the United Kingdom) (collectively “the Permitted Territory”). We do not represent, warrant or guarantee that the content available on or through our websites and Platform is available, free from errors or appropriate for use.

By continuing to access, view or make use of the websites and Platform and any related content and services, you hereby warrant and represent to us that you are located in the Permitted Territory.

If you are not located in, or are attempting to access the Platform from a location which is not within, the Permitted Territory, you must immediately discontinue use of this Platform, the Content and any related services.

8. USER OBLIGATIONS

8.1 Limitations of use

You shall not:

- except as may be allowed by any applicable law, (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the sites or Platform (as applicable) in any form or media or by any means; or (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human perceivable form all or any part of the Platform;
- design or build a product or service which competes with the sites or Platform;
- use the websites and Platform for any reason other than for the intended purpose; or
- use the websites and Platform to provide services to third parties.

8.2 Keeping your details safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these Terms of Use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us by using the contact details specified above under clause 1.

8.3 Using Content

We own the copyright and all intellectual property rights existing on or within our websites and Platform (including but not limited to all database rights, trademarks, registered and unregistered

trademarks, service marks and logos). All such rights are reserved. Nothing in the websites shall confer on any person any licence or right with respect to any such intellectual property.

You may print off and download extracts, of any page(s) from the websites and Platform for what is permitted by your organisation subscribing to the services and you may draw the attention of others within your organisation to content available on the websites and Platform in line with your organisation's entitlement to view and access content under the relevant Subscription Agreement. You must not remove, suppress or modify in any way any proprietary marking, including any trademark or copyright notice, on or in the materials extracted from the websites and Platform. You must incorporate any such proprietary markings in any copies you take of such materials.

You must not modify the paper or digital copies of any content 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) as the authors of content on our site must always be acknowledged (except where the content is user-generated).

You must not use any part of the content for commercial purposes (other than for or in connection with your award of works to suppliers) without obtaining a licence to do so from us or our licensors. You must not use the websites and the Platform or content accessed on it or downloaded from it for any improper purpose.

If you print off, copy, download, share or repost any content from, or part of, the websites and/or Platform in breach of these Terms of Use, your right to use our Platform will cease immediately and you must, at our option, return or destroy any copies you have made of the content. Any such breach may also affect the terms of any relevant Subscription Agreement under which you are authorised to access our Platform and we reserve the right to review, and exercise our rights under, such relevant Subscription Agreement in the event of any such actual or suspected breach occurring.

8.4 No text of data mining or web scraping

You shall not conduct, facilitate, authorise or permit any text or data mining or web scraping in relation to the websites and Platform or any products or services provided via, or in relation to, the websites and Platform. This includes using (or permitting, authorising or attempting the use of):

- Any "robot", "bot", "spider", "scraper" or other automated device, program, tool, algorithm, code, process or methodology to access, obtain, copy, monitor or republish any portion of the websites and Platform or any data, content, information or services accessed via the same.
- Any automated analytical technique aimed at analysing text and data in digital form to generate information which includes but is not limited to patterns, trends and correlations.

The provisions in this clause should be treated as an express reservation of our rights in this regard, including for the purposes of Article 4(3) of Digital Copyright Directive ((EU) 2019/790).

This clause shall not apply insofar as (but only to the extent that) we are unable to exclude or limit

text or data mining or web scraping activity by contract under the laws which are applicable to us.

8.5 No disposal of access or content

You shall not sell, lease, hire, transfer, sub-licence, distribute, loan, pledge, gift, commercially exploit, or otherwise dispose of or part with possession of your right of access to the Platform nor the content accessed or accessible via your right of access to it, in any manner or on any medium in whole or in part.

Please note, we reserve the right to undertake an audit the Platform at any time to ensure that only authorised users have access to it.

8.6 Notification of issues relating to access

It is your responsibility to notify us if the websites and/or the Platform are not accessible. Where you experience access issues but do not notify us of same, you shall have no grounds upon which to attempt to seek any refund or other remedy in respect of failed service delivery.

9. RELIANCE ON PLATFORM AND CONTENT

We take reasonable care in preparing the content accessible on the Platform however, by agreeing to these Terms of Use, you acknowledge that:

- we are entirely reliant on parties who supply content to us for publication on the Platform to provide content which is accurate, up to date and complete and for keeping us promptly and fully informed about any changes to such content. Accordingly, we are not able to accept any liability for any inaccuracy, incompleteness or other error in the content where such content has been provided to us by any third party;
- the content is understood to be accurate at the point at which it is viewable on the Platform, however that is subject to change and no guarantee is provided by us of a supplier's ongoing status and compliance; and
- we have not created the Platform to meet the specific or bespoke needs or requirements of any user of it nor any subscriber to it.

The Platform will display listed suppliers' accreditations, however, we make no warranty that any supplier acts or will in future act in a manner consistent with the applicable management systems and controls which were in evidence at the time such relevant accreditation was issued.

The content is made available only for us to be enabled to offer you the free services and/or those subject to a fee. The available content is not intended to amount to advice on which you should rely. You must seek and obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content. In particular, it is your responsibility to verify any information provided via the Platform and to carry out any further checks that may be required prior to relying upon it, for example to award of work to a particular supplier.

Although we make reasonable efforts to update the content and any other information on the Platform, we make no representations, warranties or guarantees, whether express or implied, that the content is accurate, complete or up to date.

10. LINKED WEBSITES

Where the websites and Platform contain links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.

We have no control over the contents of those sites or resources.

11. USER-GENERATED CONTENT

As stated above, the Platform may include content and information uploaded by other users of, and subscribers to, the Platform. This information and these materials shall not be considered as verified or approved by us. The views expressed by other users on our Platform do not represent our opinions, views or values.

12. HOW TO COMPLAIN ABOUT OR REPORT CONTENT

If you become aware of any material or content that is illegal or could comprise or be connected to child sexual abuse or exploitation or could comprise terrorist content or be connected to terrorism, please contact us immediately by using the contact details specified under clause 1

If you wish to complain about any other content, please contact us by using contact details specified under clause 1.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

Our websites and platform are offered to business users only and provided as is.

- We 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.
- Different limitations and exclusions of liability will apply to liability arising as a result of the supply of any products to you, which will be set out in our Subscription Agreement.
- We exclude all implied conditions, warranties, representations or other terms that may apply to our Platform or any content on it.
- We will not be liable to you 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 websites and Platform; or
 - use of or reliance on any content displayed on our websites and Platform.
- 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.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

We will only use your personal information as set out in our Privacy Notice.

15. UPLOADING CONTENT TO THE PLATFORM

Whenever you make use of a feature that allows you to upload and/or post content to our Platform, or to make contact with other users of our Platform, you must always do so in accordance with these Terms of Use and the Subscription Agreement.

Where you upload and/or post content or any other information to the Platform, you are responsible for ensuring that such content and / or information is accurate, up to date and complete and you are responsible for keeping us promptly and fully informed about any changes to such content and / or information.

Any content you upload and/or post to our Platform will be considered non-confidential and non-proprietary. You retain all of your ownership rights in your content, but you are required to grant us a limited licence to use, store and copy that content and to distribute and make it available to third parties. The rights you license to us are described in *20. RIGHTS YOU GIVE US TO USE CONTENT YOU UPLOAD*

We also have the right to disclose your identity to any third party who is claiming that any content posted or uploaded by you to our Platform constitutes a violation of their intellectual property rights or of their right to privacy.

We have the right to remove any posting or upload you make on our Platform if, in our opinion, your post or upload does not comply with these Terms of Use, Subscription Agreement.

If you wish to contact us in relation to content you have uploaded and/or post to our Platform and that we have taken down, please contact us by using the contact details specifies under clause 1.

You are solely responsible for securing and backing up your content.

You must not upload and/or post any material that could incite a terrorist offence, solicit any person to participate in terrorist activities, provide instruction on any method or technique for committing a terrorist offence or threaten to commit a terrorist offence.

16. RESTRICTED ACCESS TO YOUR CONTENT

If we restrict access to any Content you upload to our Platform in a way that breaches these Terms of Use, you have a right to bring a claim against us for breach of contract.

17. ILLEGAL OR NON AUTHORISED CONTENT

If you frequently upload material that is deemed illegal, non-authorised and/or deliberately false or incorrect we may suspend your access to the Platform and our services for a reasonable period of time. We will warn you in advance if we plan to suspend your accesses. When deciding whether to suspend your accesses, we will consider:

- how many items of deemed illegal, non-authorised and/or deliberately false or incorrect content you have uploaded within a given timeframe in terms of the volume of other content uploaded by other users during that time;
- the gravity of the misuse, including the nature of the illegal, non-authorised and/or deliberately false or incorrect content and its consequences (potential or otherwise);
- where possible to identify, your intention in posting the Content.

Please note, any ban of a user or any suspension of a user's access to our Platform as set out in these Terms of Use may impact the terms of any Subscription Agreement under which you are authorised to access our Platform and use our services. We reserve the right to review, and exercise our rights under, any applicable Subscription Agreement where any user authorised under that Subscription Agreement actually or potentially contravenes these Terms of Use.

18. FREQUENT UNFOUNDED COMPLAINTS

If you frequently submit notices or complaints that are clearly unfounded, we may suspend the processing of any further notices or complaints from you for a reasonable period of time. We will warn you in advance if we propose to suspend processing of your notices or complaints. When deciding whether to suspend you, we will consider:

- how many items of unfounded notices or complaints you submitted within a given time frame in terms of the volume of other notices or complaints submitted by other users during that time;
- the gravity of the misuse;
- where possible to identify, your intention in submitting the notices or complaints.

19. YOUR RIGHTS TO CLAIM AGAINST US IF WE SUSPEND OR BAN YOUR ACCESS AND USE OF THE PLATFORM

If we suspend or ban you from accessing our Platform and / or using our service in a way that breaches these Terms of Use, you have a right to bring a claim against us for breach of contract.

20. RIGHTS YOU GIVE US TO USE CONTENT YOU UPLOAD OR POST

When you upload or post content to our Platform, you grant us the following rights to use that content:

- a non-exclusive, royalty-free, transferable licence to use, reproduce, distribute, prepare

derivative works of, display, publish and perform that user-generated content in connection with the services provided by us and / or on or via the Platform and across different communication methods, including to promote the Platform and our services for the duration of our contractual and/or legal obligations (as the case maybe, the longest period of time will apply). and;

a non-exclusive, non-transferable licence, (without the right to grant sublicences), to permit the authorised users of the Platform to use the Content but that solely for the purposes of the construction industry common assessment standard and / or for the authorised user's supply chain management and internal business operations, for the duration of our contractual and/or legal obligations (as the case maybe, the longest period of time will apply).

21. INTELLECTUAL PROPERTY

All intellectual property rights, database rights and title in the data, software and all other materials contained on the websites and Platform or delivered as part of the Services will remain vested in us (or our licensors or suppliers). Nothing in these Terms of Use or connected to any right of access to or use of the websites and Platform is intended to affect or give rise to any assignment of copyright or other intellectual property right. By accessing and / or using the websites and Platform and / or the services, you shall acquire no such proprietary rights and you will not, at any time, do, or omit to do, anything which is likely to prejudice our ownership (or any other party's licensors' ownership) of such intellectual property rights.

The products, technology or processes described on the websites and Platform may be the subject of other intellectual property rights reserved by us or by other third parties. No licence is granted in respect of those intellectual property rights. Images on the websites and Platform are protected by copyright and may not be reproduced or appropriated in any manner without written permission of their respective owner(s).

Where you are an accredited user of the Platform, you are permitted to use our logos as depicted on the Platform for the duration of the period of your accreditation with us but that solely for the purpose of demonstrating your organisation's membership and accreditation status with us.

22. VIRUSES

We are not responsible for viruses and you must not introduce them.

We do not guarantee that our websites and Platform will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform to access the websites and Platform. You should use your own virus protection software.

You must not:

- misuse our websites and Platform by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.
- attempt to gain unauthorised access to our websites and Platform, the server on which the

websites and Platform is hosted, or any server, computer or database connected to our websites and Platform.

- attack the websites and Platform via a denial-of-service attack or a distributed denial-of-service attack.

Any breach of this provision may constitute a criminal offence. We will 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 Platform will cease immediately.

23. JURISDICTION

If you are a business, these terms of use, their subject matter and their formation (and any non-contractual disputes or claims) are governed by the laws of England and Wales. We both agree to the exclusive jurisdiction of the courts of England and Wales.