

GEM Supplier Portal Terms and Conditions

To register for the Government Enterprise Management System (GEM) Supplier Portal (the “Portal”) you are required to accept the Terms and Conditions below which shall govern your use of the Portal.

Introduction

You are about to register for the Portal and create an account in relation to a legal entity operating in a commercial capacity (the “Business”).

The Portal is offered to you by the Government of Saskatchewan (“Government”) as an online platform that will enable the Business to access, manage and update supplier and procurement records; participate in government competitions by submitting negotiation responses, bids and documents for procurement solicitations (provided the submission is completed before the specified deadline); negotiate agreements; and manage purchase orders.

Registration and Access

By registering for the GEM Supplier Portal, you are agreeing to these Terms and Conditions on behalf of yourself and the Business.

Accuracy of Information

You are responsible for ensuring that your registration and account information is complete, accurate and up to date. The Government is not liable for any loss or damage of any kind whatsoever that may arise from incorrect or incomplete information on the Portal. The Government may request corrections to your supplier record if it contains errors.

No Guarantee of Contract of Bid Opportunities

Registration in the Portal does not grant any special status or guarantee any contracts or sales with the Government, nor does it guarantee notification of all relevant procurement opportunities. The Business is solely responsible for checking within GEM, SaskTenders and other associated procurement websites for updates or changes to posted competitions.

No Warranties and Limitation of Liability

The Portal is provided free of charge to users and, as such, is provided “as is” without warranty of any kind, express or implied, including warranty of fitness for a particular purpose. The Government does not represent or warrant:

- (a) The accuracy or the comprehensiveness of the Portal, or that the Portal will function without error, failure or interruption;
- (b) The accuracy, comprehensiveness or currency of supporting and reference materials posted on www.saskatchewan.ca/GEM;
- (c) That the Portal is free of viruses or other harmful components.

You acknowledge on your own behalf and on behalf of the Business that the Government will not, under any circumstances, be liable for any loss or damage of any kind which may result from, arise out of, or in any way be related to your use of or registration to use the Portal, including without limitation, reliance on the functioning of the Portal. In no event shall the Government be liable for any damages of any nature or kind, including damages arising from actions based on negligence, contract, or any other cause of action, which arise out of result from, or in any way relate to the use of or inability to use the Portal.

The Business agrees to indemnify and hold the Government harmless from any claim, proceeding, section or liability of every nature and kind which may arise and which results from, relates to or arises out of the use of the Portal and which is in contravention of these Terms and Conditions or any rules of use for the Portal specified by the Government from time to time.

The Government does not assume any responsibility for delayed or rejected Submissions. Proponents acknowledge that all risks associated with Submissions are their sole responsibility and that late Submissions, regardless of the reason, will be rejected.

Portal Monitoring and Misuse

The portal is monitored by the Government. Any evidence of misuse or breach of these Terms and Conditions may result in the deactivation of your account.

Suspension or Termination

The Government may discontinue the Portal or suspend or terminate use of the Portal at any time and for any reason, without any given notice.

Security Responsibility

You are responsible for securing your devices, web browsers and email inboxes. You are responsible to keep all registration details, including passwords, secure and will be responsible for any unauthorized access, collection, use and disclosure of personal information or other information that results from you

not keeping your registration details confidential. It is recommended that you use an updated and secure browser; log out of the Portal after use; keep antivirus software up to date.

If, in the sole opinion of the Government, an electronic transmission is suspected to be infected with a virus or other electronic code, that is considered harmful, the Government reserves the right to take actions as it deems necessary to disinfect or quarantine such electronic transmission. The Government is not responsible for any changes that may occur to the electronic transmission submitted by you, including rendering such transmission unreadable or ineligible for the competition or for any delays or non-delivery of submissions as a result of the disinfecting or quarantine processes.

Changes to Terms and Conditions

The Government may amend these Terms and Conditions at any time providing notice to you of the amended Terms and Conditions at the most current contact information which you have provided as a user. Continued use of the Portal after such notice has been sent to you constitutes your acceptance of the amended Terms and Conditions.

Electronic Signatures

Electronic signatures can be used when signing contract documents. Your electronic signature, collected using DocuSign, is valid under section 14 of *The Electronic Information and Documents Act, 2000*.

Intellectual Property

Any material posted on the Portal is owned by the Government or the public entity posting it. You may not use, copy or distribute the material except to prepare your response.

External Links

Links to external websites are provided for convenience only. The Government does not review, endorse, approve, control or assume responsibility for the content or conduct of any linked sites. You use these links at your own risk.

Jurisdiction and Governing Law

These Terms and Conditions are governed by and interpreted in accordance with the laws in force in Saskatchewan, and you agree and submit to the exclusive jurisdiction of courts in Saskatchewan.