

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ACCEPTING. WE RECOMMEND THAT YOU PRINT A COPY OF THESE TERMS FOR FUTURE REFERENCE.**

**BY ACCEPTING COOKIES, YOU ARE ALSO AGREEING TO COMPLY WITH THESE TERMS OF USE FOR ISS UK'S MAXIMO SUPPLIER SELF-SERVICE PORTAL.**

**1. About ISS UK's' Sub-Contractor Self-Service Portal (known as "Portal") and these Terms of Use**

1.1 This Portal is operated by ISS UK Limited (**We**). We are registered in England and Wales under company number 00463951 and have our registered address at Velocity 1, Brooklands Drive, Weybridge, Surrey KT13 0SL. To contact us, please email [subcontractorportal@uk.issworld.com](mailto:subcontractorportal@uk.issworld.com).

1.2 This Portal is available for you to use free of charge for the purpose of providing organisational and service information about the goods and services you provide to our customers.

1.3 These terms govern the use of this Portal. We may amend them from time to time. Every time you use the Portal, please check these terms to ensure you understand the terms that apply at that time. We may also update and change the features or layout of the Portal from time to time and will endeavour to give you as much reasonable notice of major changes.

1.4 We may transfer our rights and obligations under these Terms of Use to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**2. Other terms that may apply**

2.1 Your use of the Portal are also subject to these additional terms and policies:

- Personal data: We will only use your personal information as set out in our global privacy statement, available at: <https://www.issworld.com/en/privacy-statement>

**3. You must keep your account details safe**

3.1 To access the Portal, we have separately provided you with log-in details, which includes a password and other security measures. These details are unique to you so **you must not disclose** it to any third party, including any other employee within your organisation. If you know or suspect that an unauthorised person has used your log-in details, you must promptly notify us at [subcontractorportal@uk.issworld.com](mailto:subcontractorportal@uk.issworld.com).

3.2 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.

#### **4. Contents of the Portal, suspension and withdrawal, ownership of materials**

- 4.1 We do not guarantee that the Portal and any content on it will always be available or be uninterrupted.
- 4.2 We may suspend or withdraw or restrict the availability of all or any part of the Portal for business and operational reasons or if you breach these Terms. We will try to give you reasonable notice of any suspension or withdrawal.
- 4.3 The Portal may include information and materials uploaded by other users of the site. This information and these materials have not been verified or approved by us. The views expressed by other users on our site do not represent our views or values.
- 4.4 ISS UK own all intellectual property rights on the Portal and in the materials published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved. You must not use any part of the content on the Portal for commercial purposes without obtaining a licence to do so from us or our licensors. The Portal may also include our logos or trademarks and you shall not copy or make other use of such logos or trademarks without our prior written consent.
- 4.5 You may print off one copy, and may download extracts, of any page(s) from the Portal for your personal use and you may draw the attention of others within your organisation to content posted on the Portal. You must 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) as the authors of content on the Portal must always be acknowledged (except where the content is user-generated).

If you print off, copy, download, share or repost any part of the Portal in breach of these Terms of Use, your right to use our Portal will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

#### **5. Do's and Don'ts when using the Portal**

- 5.1 Whilst the Portal is a browser-enabled system, you are responsible for configuring your information technology, computer programmes and platform to access the Portal.
- 5.2 We do not guarantee that the Portal will be secure or free from bugs or viruses. We are not responsible for viruses and you should use your own virus protection software.
- 5.3 You must keep materials accessed on the Portal confidential, and only use them for their intended purpose.
- 5.4 When using the Portal, **you must not:**

- (a) Copy, adapt, modify or interfere with the Portal.
- (b) Use the Portal for any improper purpose.
- (c) Introduce any viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful.
- (d) Attempt to gain unauthorised access to the Portal , the server on which our site is stored or any server, computer or database connected to our site.
- (e) Attach it via a denial-of-service attack or a distributed denial-of service attack. Breach of this constitutes a criminal offence under the Computer Misuse Act 1990. 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 site will cease immediately.
- (f) Manipulate any information supplied on the Portal in a manner that would lead to inaccurate, misleading or discrimination presentation of information being displayed.
- (g) Post, transmit or disseminate any information on or via the Portal which is or may be harmful, obscene, defamatory or otherwise illegal.
- (h) Use the Portal to upload any content in a manner which causes or may cause an infringement of the rights of any other.
- (i) Use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the Portal including uploading or making available files containing corrupt data or viruses via whatever means.

## **6. Our responsibility for loss or damage suffered by you**

- 6.1 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.
- 6.2 We exclude all implied conditions, warranties, representations or other terms that may apply to the Portal or any content on it.
- 6.3 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 the Portal; or
  - use of or reliance on any content displayed on our site.

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.

**7. Which country's laws apply to any disputes?**

These Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

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