# COMMBUYS Agreement and Terms of Use for Purchasers

Revised March 10, 2014

1. **Agreement**

As a Purchaser, you are bound by the COMMBUYS Agreement and Terms of Use for Organizations as are in effect from time to time and accepted by your organization’s Signatory Authority (“SA”) and their designee(s) serving as Organization Administrator(s) (“OA”), if any.

In addition, by selecting the “Login” button you further agree to be bound by the following terms of use, which comprise this Agreement, and the applicable provisions of the COMMBUYS System Use Policies for Purchasers.

1. **Access to Privileged Functionality**

By logging into COMMBUYS (“the System,” “the Site”) you gain access to functionality assigned by your OA. Your assigned role in the System, workflow approval paths, types of transactions you may process and other aspects of your work within the system are determined by your OA.

1. **Purchase Order (PO) Responsibility and Approval**

By entering your user name and password you acknowledge that you are responsible for entries made under your user name.

If your responsibilities include placing Purchase Orders (“PO”) into “Sent” status, by logging in, you certify under the pains and penalties of perjury that it is your intention to attach an electronic signature approval and date to the document and that either:

* you have been delegated signature authorization by your Organization Head to approve the PO and supporting documentation as part of your organization’s Internal Controls, OR
* the PO you are processing and any supporting documentation have received prior written approval by an authorized signatory of your Organization and any other required entities, and that a copy of these written approvals is available at the Organization referencing the COMMBUYS document number.

Approval of POs and any underlying supporting documentation shall operate as the Organization Head's certification that these documents are accurate and complete and that the expenditure or other obligation is supported by sufficient legislatively authorized funds and is made in accordance with the Organization’s legislative mandates and funding authority; and complies with all applicable laws, regulations, policies and procedures.

1. **Distributed Administration/Support**

Your OA controls all functionality and restrictions associated with your organization. As a Purchaser within the organization, you are required to submit requests for assistance to your organization’s SA or OA for issues, including but not limited to:

(1) Compliance: including but not limited to all inquiries regarding your organization’s applicable laws, regulations, policies, and business practices; AND,

(2) COMMBUYS functionality for your organization, including but not limited to:

(a) Security: creating and managing Purchasers, Roles, and Approval Paths; creating and re-setting Login IDs and Passwords; over-riding established Approval Paths; activating and de-activating Purchaser accounts;
(b) Organizational Maintenance: creating and managing Departments and Locations; and
(c) Template Libraries: creating and managing your organization’s custom file attachments accessible and/or automatically associated with Solicitations (referred to as “Bids” in COMMBUYS) and Contracts (referred to as “Master Blanket Purchase Orders” in COMMBUYS).

(3) COMMBUYS Training: can be delivered to you or requested for you by your OA.

Your OA may raise issues and escalate requests including training requests to COMMBUYS at

1-888-MA-STATE or commbuys@state.ma.us.

1. **Compliance**

The System does not invoke any system edits, actions or controls. You are solely responsible for compliance with all applicable accessibility, data security, procurement, public record, or public safety laws, regulations, policies, or practices.

1. **Responsibility for Your Account**

The key to correct and successful use of system functionality, publication of accurate and complete records, and accurate system transactions is accurate and complete data entry and file upload at any time when you interact with the system.

OSD is not responsible or liable if; and you may not receive email notifications of system-generated messaging associated with your records or transactions if; and your transaction may not be processed if you:

* submit or fail to modify inaccurate or incomplete information through the System;
* enter, maintain or fail to update erroneous or outdated email address(es) and contact information including Purchaser name, address and telephone number; or
* have technical problems, including those with your computer, network or internet service provider (“ISP”), which cause email communications (sent to/from your computer, network or ISP) to be lost or rejected by any means including email or SPAM-filtering problems with your internet service provider, computer or computer network, for technical transmission errors, or for undeliverable emails for any reason, such as full mailboxes, bad email addresses, or scheduled or unscheduled interruptions in service due to any reason including but not limited to electrical power outages, equipment failures, maintenance downtime, non-performance of third-parties or acts of God.

Consequently, it is very important that you:

(1) enter information accurately and confirm it prior to submission;

(2) maintain accurate and current information about you, your Location, Department and Organization;

(3) monitor the email inbox you designate for System notifications; and

(4) ensure that your computer, network and/or ISP are not encountering any problems, including but not limited to those described above.

1. **Responsibility for Your Records**

If you submit information to this Site, in any form, you may do so on the condition that what you submit is not obscene, illegal, threatening, or defamatory and does not invade the privacy or infringe the intellectual property of a third party.

Further, nothing you submit may contain software viruses, mass mailings, chain letters, or any form of SPAM.

You may not use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of the information.

1. **COMMBUYS Prohibitions**

Purchasers receive system-generated email messages for those records associated with their Roles in Comm-PASS. Purchasers are prohibited by the Terms of Use from directing or disseminating COMMBUYS email notifications or any content or other information from the System to any other individual or entity for the purpose of generating income, for personal gain, or in a way that creates an advantage to one or more sellers over competing sellers within COMMBUYS.

Violation is grounds for immediate termination of the organization’s access to the System or the termination of access to the System for the OA and/or Purchaser(s) involved.

1. **Privacy**

OSD advises you to review the following policies to learn how the Commonwealth treats information collected by this Site, what such information is used for, and how it may be shared:

* Commonwealth of Massachusetts Privacy Policy, Linking Policy, Web Accessibility Policy, Terms of Use, and Social Media Policy available at <http://www.mass.gov/anf/utility/site-policies.html>
* Because COMMBUYS is hosted by Periscope Holdings, Inc., their Standard Data Management and Security Policy, Privacy Policy and Acceptable Use Policy will also apply. Those policies are available at [www.commbuys.com](http://www.commbuys.com/).
1. **Changes to and Severability of these Terms of Use**

OSD may change this Agreement and Terms of Use from time to time without prior notice. Changes to the terms will apply to use of the System as of the date of such change(s).

As a result, Purchasers are advised to review the Terms of Use on a periodic basis.

If there is a determination that any provision of these Terms of Use is invalid or unenforceable, that determination will not affect the rest of the Terms of Use and the Terms of Use shall be deemed amended to the minimum extent necessary to make them valid and enforceable.

1. **Applicable Law**

This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Massachusetts without regard to its conflicts of law provisions.