

# Supplier Portal Terms of Use

GlaxoSmithKline Services Unlimited (“**GlaxoSmithKline**”, “**GSK**” or “**we**”) is pleased to provide this GSK Supplier Portal (the “**Portal**” or “**supplier.gsk.com**”) for use by our suppliers.

The Portal is subject to these Terms of Use (“**TOU**”). References to “**You**” or “**Your**” is a reference to the individual who is authorised to use this Portal on behalf of a GSK supplier. An individual will be authorised to use the Portal if they are acting on behalf of an organisation that has entered into an agreement with GSK for the provision of services (who will be referred to as the “**Supplier**” in these TOU).

**YOU SHOULD ONLY ACCESS AND USE THIS PORTAL IF YOU HAVE BEEN AUTHORISED TO DO SO BY AND ON BEHALF OF A SUPPLIER. BY USING THE PORTAL, BOTH YOU AND SUPPLIER AGREE TO BE BOUND BY THESE TOU AND YOU FURTHER AGREE THAT YOU ARE AUTHORISED TO ENTER INTO THESE TOU FOR AND ON BEHALF OF SUPPLIER AND TO BIND SUPPLIER TO THE TERMS OF THE TOU.**

GSK may amend the TOU from time to time without notice to You or Supplier by posting the amended TOU on the Portal. The most current version of the TOU can be reviewed at any time at: [supplier.gsk.com](http://supplier.gsk.com)

This Portal is intended by GSK to be a tool to provide and manage Supplier account information (including (without limitation) contact details, banking details, purchase order and invoice information) between GSK and Supplier. Neither the content nor use of this Portal will modify or amend the terms and conditions of any existing agreement between GSK and Supplier, or any of GSK or Supplier’s respective affiliates, for the purchase of goods and services (“**Purchases**”), and all Purchases transactions will remain subject to any such existing agreement.

Certain areas of the Portal may be subject to additional posted terms, conditions and guidelines applicable to such areas, including (without limitation) the Copyright, Disclaimer and Privacy Policy notices linked from the bottom of each web page. All such terms, conditions and guidelines are incorporated by reference into the TOU and may be amended from time to time (without notice to You or Supplier) by posting the amended terms, conditions or guidelines on the Portal. The most current versions of these can be viewed at any time at: [supplier.gsk.com](http://supplier.gsk.com)

## Portal Use

You and Supplier agree:

- (i) to use the Portal only as permitted by these TOU;
- (ii) not to interrupt or attempt to interrupt the operation of the Portal in any way or to attempt to gain unauthorised access to the Portal or any part of it, using the identity generated through this Portal;
- (iii) not to use the Portal in any manner that could damage, disable, overburden, or impair it or interfere with GSK’s or any other party’s use and enjoyment of the Portal;
- (iv) not to obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Portal;
- (v) to only use the Portal for Supplier’s own internal business use and not to duplicate, download, publish, modify, or otherwise distribute Portal material for any purpose other than to review and/or enter information related to GSK Purchases and other transactions with Supplier;

- (vi) any information accessed or received through the Portal is solely for Supplier's internal use and may not be re-distributed, resold or otherwise transmitted outside of the Supplier's organisation;
- (vii) not to make any unauthorized use of the Portal, including (without limitation) unauthorized marketing, sales, use or disclosure of Confidential Information (as described below), unauthorized framing of (or linking to) the Portal.

Unauthorised use of the Portal, including (without limitation) unauthorised entry or attempted entry, misuse of passwords, misuse of any information available in or through the Portal, or illegal conduct, is strictly prohibited.

GSK reserves the right to prohibit access to anyone which GSK determines to be violating or attempting to violate these TOU.

## **Account and Password**

When You register through the Portal, You are doing so as an authorised representative on behalf of the Supplier. Any account granted will be for use by You only on behalf of the Supplier.

Your account will have an assigned user name and password that You should not share with any other person, including any other person working for Supplier. You are responsible for maintaining the confidentiality of Your user name and password at all times.

You and Supplier are solely responsible for all transactions, communications and acts or omissions that occur through the use of Your user name and password by You or any person or entity using a password provided to You, whether or not such access or use has been authorised by You or Supplier.

Both You and Supplier are responsible for notifying GSK and requesting deactivation of Your account upon Your leaving the Supplier organization to which the account was provisioned.

GSK will not be responsible or liable for any loss or damage arising from Your failure to comply with the provisions of this section. If You believe that someone has used Your account to access the Portal, You must contact us immediately.

## **Availability**

Access to the Portal may be unavailable without notice at certain times, including (without limitation) when systems require maintenance or upgrades, or in the case of unforeseen circumstances. GSK will not be responsible for the lack of availability of the Portal or for any damages that may result from such lack of availability.

## **Data Protection**

GSK will use Your personal information in accordance with these TOU and our [Privacy Notice](#).

## **Confidential information**

You and Supplier acknowledge and agree that the Portal contains information that is confidential to GSK and You and Supplier agree not to disclose such information to any person outside of the Supplier without GSK's prior written consent.

## **Representations and Warranties**

You and Supplier agree that:

- (i) these TOU constitute a valid, binding obligation between You, Supplier and GSK;
- (ii) any information You enter and transmit to GSK through this Portal is true and accurate to the best of Your knowledge and belief, including (without limitation) any contact details and bank account or other financial information;
- (ii) You are authorized to provide the information You submit to the Portal on behalf of Supplier;
- (iv) you are both responsible for any errors or omissions in any information supplied through the Portal and you are both responsible for keeping such information current and relevant at all times, including (without limitation) any bank account or other financial information. **We rely upon You and Supplier to ensure any information supplied is accurate and up to date. We will have no liability for any inaccuracies in any information provided to us via the Portal and we will have no obligation to confirm the accuracy of any information that is provided to us via the Portal;**
- (v) You have full power, authority and legal capacity to enter into these TOU and comply with its obligations; and
- (vi) in respect of any Purchases, or communications with GSK (via the Portal) regarding any Purchases, You have the authority to bind and represent Supplier as your employing organisation or, if You are not an employee, as the Supplier You represent.

## Intellectual Property Rights

The Portal may contain copyrighted works, trademarks and other proprietary material owned by GSK, its licensors and/or its third party service providers (“**Proprietary Materials**”). GSK, its licensors and/or third party service providers reserve all intellectual property rights and any other proprietary rights in such Proprietary Materials. You are granted a non-exclusive, non-assignable, non-transferable, limited and revocable licence to use such Proprietary Materials available on the Portal only for the purposes described in these TOU. No other rights are granted to You or Supplier except as expressly set out in this section.

Neither You nor Supplier may copy, reproduce, modify, create derivative works of, publish, transmit, display, sub-license or distribute material or images from the Portal except as provided in these TOU or with GSK’s express written permission.

Should You provide any feedback or other information via the Portal, such as questions, comments, suggestions or similar (collectively “Feedback”), such Feedback will be deemed to be non-confidential and GSK will have no obligation of any kind with respect to such Feedback and will be free to reproduce, use, disclose and distribute the Feedback to others without limitation or payment to You or Supplier. GSK will be free to use any ideas, concepts, know-how or techniques contained in the Feedback for any purpose whatsoever including (without limitation) to develop, manufacture and market products incorporating such Feedback.

## Modifications to the Portal

GSK may terminate, change, suspend or discontinue any aspect of the Portal, including (without limitation) to content, features or hours of availability. GSK may also impose limits on certain features of the Portal or systems, or restrict Your access to the whole or a part of the Portal or systems without notice.

## Warranty and Limitation of Liability

GSK provides the Portal to facilitate communications regarding the commercial relationship between You/Supplier and GSK on an “as is” basis, without warranty of any kind, either expressed or implied, including (without limitation) to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to You/Supplier. GSK WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING (WITHOUT LIMITATION) DAMAGES FROM LOSS OF BUSINESS, DIMINUTION OF PROPERTY VALUE, LOSS OF PROFITS, OR DOWN TIME) RESULTING FROM USE OF THIS PORTAL, WHETHER BASED IN CONTRACT OR TORT (INCLUDING (WITHOUT LIMITATION) NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU AND/OR SUPPLIER. However, You and Supplier agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of, or related to, use of the Portal or these TOU must be filed within one (1) year after such claim or cause of action arose or be forever barred.

## Termination

GSK may terminate these TOU and Your use of the Portal at any time immediately and without prior notice if You or Supplier violate any provision of these TOU or GSK is unable to verify or

authenticate the information You provide to GSK. GSK may terminate these TOU and Your use of the Portal for any other reason it deems appropriate upon giving You reasonable notice in writing.

All provisions of these TOU that by their nature are intended to survive termination will remain in effect.

## **Non-Transferable**

Your right to use the Portal is not transferable, may not be assigned without GSK express written consent and is subject to any limits established by GSK and all applicable agreements between Supplier and GSK.

# **GENERAL PROVISIONS**

## **Force Majeure**

Neither GSK nor Supplier will be responsible for delays or failures in performing its obligations under these TOU due to any cause which could not have been contemplated by the parties and is beyond its reasonable control, including (without limitation) strike or other labour disturbance, fire, flood, earthquake, storm or governmental action.

## **Entire TOU**

These TOU constitute the entire terms of use between You/Supplier and GSK with respect to the Portal, provided that if any conflict should arise between the terms of these TOU and any written agreement between Supplier and GSK, the terms in the written agreement will control.

## **Severability**

If any section of these TOU are found to be invalid or unenforceable in any jurisdiction in which such section is performed, the validity, legality and enforceability of the remaining provisions contained in these TOU will not in any way be affected or impaired as a result, so long as the economic or legal substance of these TOU and the transactions it contemplates are not affected in any manner adverse to You, Supplier or GSK. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties will negotiate in good faith to modify these TOU so as to give effect to the original intent as closely as possible in an acceptable manner so that the transactions contemplated under this TOU are fulfilled to the greatest extent possible.

## **Binding Effect**

These TOU will be binding upon and enforceable by You, Supplier and GSK and their permitted successors.

## **Non-Waiver**

The failure of GSK to enforce or require enforcement of any provisions of these TOU will not constitute, or be construed to be, a waiver of the TOU's provisions, nor will it affect GSK's right to enforce all provisions of these TOU thereafter.

## **Applicable Law**

These TOU will be governed by and construed in accordance with English law and be subject to the exclusive jurisdiction of the English courts.