

TERMS OF SERVICE

1. Introduction and Acceptance

1.1 *Purpose*

These terms of Service ("Terms") govern Your access and use of the NSIA Procurement Vendor Management System (the "System"). The System facilitates procurement processes, vendor management, and related activities.

1.2 *Acceptance*

By using or accessing the System, You acknowledge that You have read, understood, and agree to be bound by these Terms and any additional guidelines referenced herein. If You disagree with these Terms, You must immediately discontinue using the System.

1.3 *Data Protection*

By using the PVMS platform, you agree that all personal data processed through this system will comply with the Nigeria Data Protection Act (NDPA) 2023, applicable regulations, and, where relevant, the EU General Data Protection Regulation (GDPR). NSIA acts as the Data Controller, and vendors as Data Processors, and both parties shall:

- Process personal data only for legitimate business purposes and in accordance with documented instructions.
- Implement appropriate technical and organizational measures to safeguard data against unauthorized access, alteration, or loss.
- Respect data subject rights, including access, correction, and deletion requests, within statutory timelines.
- Notify NSIA of any data breach within 72 hours of becoming aware.
- Not transfer personal data outside Nigeria or the EU without prior written consent and compliance with NDPA and GDPR requirements.
- Ensure secure deletion or return of personal data upon termination of engagement unless retention is required by law.

Use of the System constitutes acceptance of these obligations.

1.4 *Modifications*

We reserve the right to update these Terms at any time and will provide written notice via email or the System of any such changes. Your continued use of the System following such notice constitutes Your acceptance of the revised Terms.

2. Definitions

- “**NSIA**”, “**We**” “**Us**” or “**Our**” refers to the Nigeria Sovereign Investment Authority.
- “**You**”, “**Your**”, or “**User**” refers to the individual or entity accessing or using the System.
- “**System**” means the NSIA Procurement Vendor Management Platform, including all associated applications, features and related services.

3. Use of the System

3.1 License Grant: Subject to these Terms, NSIA grants You a limited, non-exclusive, non-transferable and revocable license to access and use the System for managing procurement activities and vendor relationships.

3.2 Prohibitions: You agree not to:

- a. Misuse, interfere or disrupt the operation of the System.
- b. Use the system for any unlawful purpose or in violation of any applicable laws or regulations.
- c. Use the data for any other purpose other than as stated herein.
- d. Attempt to gain unauthorised access to the system, or related systems, data or networks.
- e. Transmit, share, disclose, or otherwise distribute any information obtained through the System without prior authorised approval.

3.3 System Availability: We strive to maintain the availability of the System; however, we do not guarantee uninterrupted or error-free operation. The System may be modified, updated, interrupted, suspended, or discontinued at any time with notice.

4. Account Registration

4.1 Accuracy of Information: To access all features of the System, You must create an account. In creating an account on this System, You agree to provide accurate, complete and up-to-date information during the registration process and to promptly update such information where necessary.

4.2 Security of Credentials: You are responsible for maintaining the confidentiality of Your login credentials (Username and password). Any activity carried out under Your account will be Your responsibility. Notify us immediately if You become aware of any unauthorised use of Your account.

4.3 Responsibility for Activities: You are responsible for all actions taken under Your account, including but not limited to the submission of procurement data, vendor details, and any other information You provide through the System.



5. User Obligations

- 5.1 **Lawful Use:** You agree that this System shall be used in accordance with all applicable laws, rules, and regulations and data received from the System shall be processed in accordance with applicable laws, rules and regulations. You shall not engage in any activity that can cause harm or disrupt the normal function of the System, its users or data stored on the System.
- 5.2 **Content Responsibility:** You are solely responsible for any content or data submitted through the System or information uploaded on the System, including procurement information, vendor data, and other related materials. You warrant that:
 - a. You have the necessary rights and permissions to share such content or data.
 - b. Your content does not violate or infringe any third-party rights, including intellectual property or data protection rights.
- 5.3 **Indemnification:** You agree to indemnify, defend, and hold harmless NSIA, its officers, employees, and agents from and against any claims, damages, losses, or liabilities arising out of or related to Your use of the System, breach of these Terms, or Your violation of any applicable law or rights of a third party.

6. NSIA Obligations

- 6.1 **Lawful Processing:** NSIA agrees to process and store all information submitted by You using the System in a fair, lawful and transparent manner in accordance with applicable law, rules and regulations.
- 6.2 NSIA agree to use the information and data submitted by You using the System solely for the purpose of procurement and shall not be processed in a way that is further incompatible with this purpose.
- 6.3 **Retention:** NSIA agrees that the information and data submitted by You using the System shall not be retained longer than it is necessary to achieve procurement arrangement.
- 6.4 **Confidentiality:** NSIA agree that all information and data submitted by You using the System shall be kept confidential with utmost confidence and such data or information shall not be disclosed without Your consent.

7. Termination

- 7.1 **Suspension or Termination:** We reserve the right, in our sole discretion, to suspend or terminate Your account/or access to the System at any time, with Your prior notice. If we reasonably believe or determine that You have violated these Terms or otherwise engaged in activities that may harm the System or other users, Your account or access to the System shall be suspended or terminated without Your notice.
8. **Effect of Termination:** Upon termination, any rights and licenses granted to You in these Terms will immediately terminate. We will not be liable for any loss or damage arising from suspension or termination of Your access.

9. Limitations of Liability

7.1 Disclaimer of Warranties: The System is provided "as is" and "as available". NSIA makes no representation or warranties of any kind, whether express or implied, regarding the operation of the System, its content, or any information made available through the System.

7.2 Limitation of Liability: To the fullest extent permitted by law, NSIA and its employees, or agents shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to loss of profits, goodwill, data, or other intangible losses arising out of or with respect to Your use of (or inability to use) the System.

10. Governing Law and Dispute Resolution

10.1 These Terms shall be governed and construed in accordance with the laws of the Federal Republic of Nigeria.

10.2 Any dispute with respect to the Terms that cannot be mutually resolved by the Parties shall be referred to arbitration in accordance with the Arbitration and Mediation Act 2023 or statutory re-enactment or modifications thereof.

11. No Waiver (NSIA Immunity)

The user agrees that the sovereign immunity of NSIA and that of the Federal Republic of Nigeria are to the fullest extent allowed by applicable law reserved. For so long and to the extent NSIA has sovereign immunity, nothing in or relating to this Letter shall be deemed to be, or shall constitute, a waiver of any of the privileges and immunities of NSIA, or the Federal Republic of Nigeria, including, without limitation, immunities from execution or taxation and NSIA's archives and records shall remain inviolable.

PRIVACY POLICY

1. Introduction

1.1 **Effective Date:** 1st January 2025

1.2 **Scope:** This Policy applies to all users of the System, whether registered or non-registered, and describes how we collect, use, disclose, and protect Your information

1.3 **Compliance:** We are committed to complying with the Nigeria Data Protection Act, 2023 (as may be amended) and all regulations, guidelines and subsidiary legislations issued pursuant to it ("NDPA") and other applicable data protection laws in Nigeria.

1.4 **Acceptance:** By accessing or using the System, You consent to the data practices set forth herein. If You disagree, please discontinue using the System immediately.

2. Information We Collect

2.1 **Account Information:** When You register, we collect information such as Your name, email address, phone number, company details, and other relevant identification details necessary to set up and maintain Your account.

2.2 **Procurement and Vendor Data:** Data related to procurement processes, vendor profiles, transaction details, and other related information You submit or manage through the System are the only information and data that we shall collect and store.

In other words, our data processing and storing obligations are limited to the data and information You submitted through the System solely for the purposes of the Procurement.

2.3 **Usage Information:** We may automatically collect information about Your interactions with the System, including log data, IP address, browser type, and access times and such shall be stored and processed in accordance with applicable laws, rules and guidelines.

2.4 Legal Basis for Processing

We process personal data under the NDPA and other applicable laws based on:

- a. **Performance of a Contract:** To provide the System's functionalities and fulfil contractual obligations.
- b. **Compliance with Legal Obligations:** To comply with applicable laws, regulations, and law enforcement requests.
- c. **Legitimate Interests:** To improve, maintain, and secure the System, ensure network security, prevent fraud, and protect our legitimate business interests.

3. How We Use Your Data

3.1 **System Operations:** To operate, maintain, and improve the System's features and functionalities, including processing procurement and vendor transactions.

- 3.2 **Customer Support:** To respond to inquiries, resolve technical issues, and provide other requested support.
- 3.3 **Analytics and Improvements:** To analyse usage patterns, monitor performance, and enhance user experience, including security and functionality improvements.
- 3.4 **Compliance and Legal Requirements:** To comply with legal obligations, enforce our Terms of Service, and prevent or address wrongdoing.

4. Data Sharing

- 4.1 **Service Providers:** We may share Your information with trusted third-party service providers (e.g., technical support, hosting, analytics) who assist us operate the System. **These providers are contractually obligated to protect Your information and may only use it to provide agreed-upon services.**
- 4.2 **Legal Requirements:** We may disclose Your information where required by law, court order, or other lawful requests by government or law enforcement authorities.

5. Data Security

- 5.1 **Security Measures:** We implement reasonable organisational, technical, and administrative safeguards aimed at protecting Your data against unauthorised access, loss, or misuse.
- 5.2 **No Absolute Guarantee:** While we strive to protect Your data, no method of transmission or electronic storage is completely secure. You are responsible for maintaining the confidentiality of Your account credentials.

6. Cookies

We may use cookies and similar tracking technologies to enhance user experience and analyse usage patterns.

7. Your Rights

Subject to Nigerian data protection laws (including NDPR), You have the following rights:

- 7.1 **Access and Correction:** You request access to and correction of Your data that we hold.
- 7.2 **Withdrawal of Consent:** Where we rely on consent to process Your data, You have the right to withdraw that consent at any time.
- 7.3 **Deletion:** You may request the deletion of Your data, subject to any legal or contractual requirements for retention.

8. Modifications

We may update this Privacy Policy at any time. If we make material changes, we will provide notice to You by email or through the System. Your continued use of the System after any such update indicates Your acceptance of the revised policy.

9. Contact Information

For questions, comments or concerns regarding this Privacy Policy or the handling of Your data, please contact us at: procurement@nsia.com.ng

ACKNOWLEDGEMENT

By using the NSIA Procurement Vendor Management System, You acknowledge that You have read, understood, and agree to be bound by both our **Terms of Service** and **Privacy Policy**. If You do not agree, please click on the reject icon and discontinue the use of the System immediately.