

Terms of Service for Oracle iSupplier

Acceptance of Terms

By creating and using an account on this Metropolitan Government of Nashville and Davidson County's ("Metro") system, you ("User") agree to abide by these Terms of Service. This document governs your access to, and use of this Metro provided service.

User Responsibilities

1. **Account Security:** User is solely responsible for maintaining the confidentiality of their account credentials, including usernames, passwords, and any multi-factor authentication methods. User agrees to immediately notify Metro of any suspected unauthorized access to their account.
2. **Authorized Access:** User must ensure that only authorized individuals have access to their account. User shall not share account credentials with unauthorized parties or allow unauthorized persons to access the system using their account.
3. **Compliance with Security Protocols:** User agrees to follow all security protocols and best practices, including keeping credentials secure, regularly updating passwords, and using reputable antivirus software.

Metro's Responsibilities

1. **Cybersecurity Measures:** Metro implements commercially reasonable security measures to protect this system. While we strive to provide a secure platform, no system can guarantee absolute protection. Metro will not be held liable for unauthorized access, breaches, or compromises that may occur despite these efforts.
2. **System Maintenance and Updates:** Metro may, from time to time, perform maintenance or updates on the payment system to enhance security and performance. User may experience temporary interruptions in service during such maintenance.

Limitation of Liability

1. **No Responsibility for External Security:** Metro is not responsible for the security of the User's own devices, network, or workstations. User acknowledges that it is their responsibility to ensure the security of their personal and/or organizational devices that access Metro's payment system.
2. **Third-Party Services:** The payment system may integrate with or rely on third-party systems for certain services. Metro does not warrant the security of third-party systems and is not responsible for any data breaches or unauthorized access that may arise from third-party services.
3. **Indemnity:** User agrees to indemnify and hold harmless Metro, its affiliates, employees, and agents from any claims, damages, or losses resulting from User's failure to safeguard account credentials, unauthorized access to their account, or misuse of the payment system.

Account Termination

Metro reserves the right to terminate any User's account upon detection of unauthorized use, suspicious activity, or any behavior inconsistent with these Terms of Service.

Governing Law

These Terms of Service are governed by and construed in accordance with the laws of the State of Tennessee, without regard to conflict of law principles. Any disputes arising under or related to these Terms shall be resolved exclusively in the courts located within Davidson County, Tennessee.

Amendments

Metro reserves the right to amend these Terms of Service at any time. Users will be notified of any significant changes, and continued use of the payment system following such notice constitutes acceptance of the updated Terms.

Acceptance

By creating an account and accessing this system, User confirms that they have read, understood, and agree to these Terms of Service.