

## TERMS OF USE

Effective: October 27, 2017

*These Terms of Use, along with the [Privacy Statement](#) constitute your contract with The Port Authority of New York and New Jersey (the “Port Authority”) with respect to your use of the PAMProcure Web site (which includes all information accessible through the uniform resource locator [panynjprocure.com](http://panynjprocure.com) (other than any information accessible through hyperlinks to other Web sites) and is hereinafter referred to as the “Site”). Your use of the Site constitutes your express acknowledgment of and agreement to the terms, disclaimers and conditions of use contained herein as the same may be hereafter supplemented, modified and amended from time to time.*

### **1. The Port Authority of New York and New Jersey**

The Port Authority of New York and New Jersey is a body corporate and politic created by Compact between the States of New York and New Jersey, with the consent of the Congress of the United States. The Port Authority’s mission is to identify and meet the critical transportation infrastructure needs of the bistate region’s businesses, residents, and visitors, provide the highest quality, most efficient transportation and port commerce facilities and services that move people and goods within the region, provide access to the rest of the nation and to the world, and strengthen the economic competitiveness of the New York-New Jersey metropolitan region.

### **2. The PAMProcure Portal**

The Port Authority has created the PAMProcure web portal (“PAMProcure”) in order to compile a database of current and future potential vendors for Port Authority contracts and to enable vendors to identify and solicit subcontracts with businesses that have been certified by the Port Authority as minority, women, disadvantaged and/or small businesses.

Port Authority contracts are generally awarded on a competitive basis. Businesses that have registered with PAMProcure have no advantage over unregistered businesses in receiving Port Authority contract awards. The Port Authority has no obligation to award contracts to businesses solely because they have registered with PAMProcure.

Businesses who want to get certified as a minority, women, disadvantaged and/or small business should do so separately by contacting the Port Authority’s Office of Business Diversity and Civil Rights. Businesses are certified as minority, women, disadvantaged and/or small businesses through the Port Authority’s Office of Business Diversity and Civil Rights. A business will not be certified as a minority, women, disadvantaged and/or small business unless the Port Authority’s Office of Business Diversity and Civil Rights determines that the qualifications for such certification have been met.

The Port Authority is the sole owner of information collected on this Site, which is administered, operated and maintained by the Port Authority and/or its contractors. Access to certain information on this Site will require user registration and approval by the Port Authority.

## **2. Your Use of the Site**

By accessing and/or using the Site, you hereby represent, warrant and/or agree that:

- a) You are eighteen (18) years of age or older;
- b) Should you create a user name or password to access the Site, you are solely responsible for (i) keeping your user name and password secure; and (ii) any activity that occurs through your use of the Site and under your user name;
- c) All information provided or submitted by you shall be truthful, accurate and complete;
- d) You have the authority and capacity to agree to these Terms of Use for the Site and if you are accepting on behalf of your employer or another entity, you represent that you have full legal authority to bind your employer or such entity to these Terms of Use;
- e) The information and materials submitted through the Site are not made in confidence and are subject to the Port Authority's [Public Records Access Policy](#);
- f) You will not use the Site to abuse, harass, threaten, impersonate, intimidate or otherwise violate the legal rights (including, but not limited to rights of privacy, publicity, or intellectual property rights) of others;
- g) You will not use the Site for any illegal or unauthorized purpose;
- h) You are solely responsible for your conduct and any data, text, information, user names, graphics, photos, drawings, profiles, audio and video clips, links or other materials that you submit, post, display on and/or distribute through or to the Site;
- i) You will not modify, adapt, reverse engineer, or hack the Site or modify another website so as to falsely imply that it is associated with the Site;
- j) You will not create or submit unwanted email through or to the Site;
- k) You will not transmit any worms or viruses or any code of a destructive nature via your use of the Site;
- l) You will not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivatives works from, transfer, gather, compile or sell any of the information or content, software, products or services provided on the Site without the express prior written permission of the Port Authority; and
- m) You may cancel your account on the Site at any time. However, in the event you cancel your account, your username and password will be disabled and you will no longer have access to the Site, unless you create a new account.

## **3. Disclaimer and Limitation of Liability**

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#### **5. Hyperlinks to Third-Party Websites**

This Site may include hyperlinks to other Web sites that may be helpful or useful to you. These hyperlinks are offered only for your convenience, and the fact that such hyperlinks are offered does not indicate the Port Authority's adoption or endorsement of the content of any hyperlinked

third-party Web sites. Once you have exited this Site through a hyperlink, you will be governed by the terms of use and privacy protections of the Web site to which you have been hyperlinked. Therefore, it is your sole responsibility to evaluate such third-party Web sites to determine whether they are suited to your needs, including, among other things, whether the content is reliable, whether your privacy will be protected and whether the level of security provided is adequate for your particular use.

## **6. Cessation, Revocation and Modification of the Site, Your Access, or its Terms**

The Port Authority may at any time, with or without cause or notice, in whole or in part, a) temporarily or permanently cease its operation of this Site, b) revoke or modify your access to this Site and c) supplement and/or amend these Terms of Use or the Privacy Statement. Your continued use of the Site following any amendment, modification or revision of these Terms of Use or the Privacy Statement will signify your agreement to and acceptance of the revised terms.

The Port Authority reserves the right to disable your account should you violate any of the Site's Terms of Use.

## **7. Choice of Law and Forum**

These Terms of Use and the [Privacy Statement](#) shall be governed by and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules, and/or applicable Federal law. You hereby expressly agree that exclusive jurisdiction for any claim, action or proceeding arising out of these Terms of Use, the [Privacy Statement](#) or your use of this Site shall vest only in the state and/or Federal courts located in the County of New York, State of New York, and you further agree to submit to the exercise of personal jurisdiction by such courts in order to litigate any such claims, actions or proceedings. You hereby acknowledge that any such claims, actions or proceedings brought by you against the Port Authority will be subject to the laws of the States of New York and New Jersey governing suits against the Port Authority.

## **8. Waiver and Assignment**

No waiver of any term or condition in this Terms of Use shall be deemed a further or continuing waiver of such term or condition or any other term or condition, and the Port Authority's failure to assert any right or provision shall not constitute a waiver of such right or provision. You may not assign or transfer any of your obligations under these Terms of Use.

## **9. Severability and Integration**

These Terms of Use and the [Privacy Statement](#) constitute the entire agreement between you and the Port Authority with respect to your use of this Site. If any part of this agreement is determined to be unenforceable or invalid for any reason, such portion shall be interpreted in a manner that is consistent with applicable law and the intent of the parties, and the remaining portions shall remain in full force and effect.