



Buynex – Terms of Use

Effective Date: 24 February 2026

These Terms of Use govern your access to and use of the Buynex platform and website (the “Platform”). By accessing or using the Platform, you agree to be bound by these Terms.

1. About Buynex

Buynex Limited (“Buynex”, “we”, “us”, or “our”) operates a digital marketplace platform that enables businesses to issue requests for tender, submit tenders, and enter into supply contracts.

2. Eligibility and Acceptance

You may use the Platform only if you are acting on behalf of a business or organisation and have authority to bind that entity. By using the Platform, you confirm that you have such authority.

3. Account Registration and Security

You are responsible for maintaining the confidentiality of your login credentials and for all activities that occur under your account. Accounts may not be shared. You must notify us immediately of any unauthorised use.

4. Use of the Platform

You agree not to misuse the Platform. You must not:

- Use the Platform for unlawful or fraudulent purposes;
- Upload false, misleading, or infringing content;
- Attempt to reverse engineer or interfere with the Platform;
- Introduce viruses or harmful material.

Buynex reserves the right to suspend or terminate accounts for breach of these Terms.

5. Marketplace Function

Buynex provides a platform to connect Customers and Suppliers. Buynex is not a party to any supply contract entered into between users and does not endorse or guarantee the performance of any user, goods, or services.

6. Service User Agreements

Where applicable, access to certain services may require a separate signed Service User Agreement. In the event of any conflict between these Terms and a signed Service User Agreement, the Service User Agreement shall prevail.

7. Fees and Commission

Customers may access the Platform free of charge unless otherwise agreed. Suppliers may be subject to commission or fees as set out in a separate Service User Agreement.

8. Intellectual Property

All intellectual property rights in the Platform, including software, branding, and content, are owned by Buynex or its licensors. You may not copy, modify, distribute, or commercially exploit any part of the Platform without prior written consent.

9. Data Protection

Buynex processes personal data in accordance with applicable UK data protection legislation, including the UK GDPR and Data Protection Act 2018. Where Buynex processes personal data on your behalf, you remain the Data Controller and Buynex acts as Data Processor.

10. Availability

We aim to make the Platform available 24/7 but do not guarantee uninterrupted or error-free operation. We may suspend access for maintenance, upgrades, or security reasons.

11. Limitation of Liability

Nothing in these Terms excludes liability for death or personal injury caused by negligence, fraud, or any liability that cannot be excluded under law. Subject to this, Buynex shall not be liable for indirect or consequential losses, including loss of profit, business, goodwill, or data. Total liability shall be limited to £1,000 unless otherwise agreed in writing.

12. Termination

We may suspend or terminate your access to the Platform at any time if you breach these Terms. You may stop using the Platform at any time.

13. Confidentiality

Each party agrees to keep confidential any non-public business information disclosed in connection with use of the Platform.

14. Changes to These Terms

We may update these Terms from time to time. Updated versions will be posted on the Platform with a revised effective date.

15. Governing Law and Jurisdiction

These Terms are governed by the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising in connection with these Terms.

Policy Review

This Terms of Use policy is effective as of 24 February 2026. We review this policy annually to ensure it remains accurate, up to date, and compliant with applicable laws and regulations.