

# Verified Products Portal (VPP) Terms of Use

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## 1. Scope

This document is an agreement between all users of the VPP and the U.S. General Services Administration (GSA). By using the VPP, you agree to these Terms of Use conditions. Please read them carefully. This agreement will be continually updated and is subject to change.

This VPP represents a foundational step towards establishing GSA's vision for a future-state "Common Catalog" that will keep GSA at the forefront of providing acquisition solutions across the federal government. For further explanation of the portal, please follow this link: [VPP Manufacturer and Wholesaler Fact Sheet](#)

## 2. Changes to Standard ToU Agreement

VPP users will be granted at least three days' advance notice of any material change to the ToU. GSA shall send this notice to the email address VPP user designates at the time of registration, and the VPP user shall notify GSA of any change in the notification email address during the life of the agreement.

*[Alternate possibility:]*

GSA reserves the right, at its discretion, to modify the VPP and any services provided on it or to modify this ToU, at any time and without prior notice. We will notify you of any material changes to this ToU by posting the new ToU and a redline of the changes on our website. By continuing to access or use the VPP after we have posted a modification, you are indicating that you agree to be bound by the modified ToU. If the modified ToU is not acceptable to you, your only recourse is to cease use of the VPP.

## 3. Account Administration

VPP users or parties to this agreement and GSA agree to be responsible for any agents or employees authorized to utilize the VPP pursuant to the rules in the VPP User Guide. Users shall notify GSA immediately upon any agents or employees leaving a user company so GSA can timely terminate the employee or agent's account access.

## 4. Governing Law

The ToU shall be governed and interpreted and enforced in accordance with the laws of the United States of America without reference to conflicts of laws. To the extent permitted by federal law, the laws of the state in which the VPP user operates (excluding state choice of law rules) will apply in the absence of applicable federal law.

## **5. Limitation of Liability**

The parties agree that nothing in the Limitation of Liability clause or elsewhere in this ToU in any way grants the VPP user a waiver from, release of, or limitation of liability pertaining to, any past, current, or future violation of federal law.

## **6. Indemnity**

VPP users, at no additional cost to the government, agree to indemnify, defend, and hold the government, its officers, employees, and agents involved, directly or indirectly, in the delivery and operation of the VPP, harmless from any and all liabilities and expenses, including, without limitation, attorney's fees, expenses, costs, judgments, settlements, contract losses, or other costs arising out of or relating to (i) VPP user misuse or modification of the VPP, GSA sites, or GSA-developed deliverables; (ii) VPP user distribution, marketing or use for the benefit of parties other than user of the VPP, GSA sites, or the GSA-developed deliverables; (iii) VPP user breach of any of its representations, warranties, promises or obligations under this agreement. The foregoing indemnity is conditioned upon reasonably prompt written notice by the GSA of any claim, action, or demand for which indemnity is claimed.

## **7. Federal Records**

VPP users acknowledge that information submitted during use of the VPP may meet the definition of federal records. Such federal records will be managed in accordance with all applicable records management laws and regulations, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), and regulations of the National Archives and Records Administration (NARA) at 36 CFR Chapter XII Subchapter B). Managing the records includes, but is not limited to, secure storage, retrievability, and proper disposition of all federal records including transfer of permanently valuable records to NARA in a format and manner acceptable to NARA at the time of transfer. GSA is responsible for ensuring that VPP users are compliant with applicable records management laws and regulations through the life and termination of their use of the VPP.

## **8. Intellectual Property Ownership**

Except as expressly allowed in the ToU, no rights to any derivative works, inventions, or VPP product modifications are conferred on VPP users or any other party. All such rights belong solely to GSA.

## **9. No Business Relationship Created**

The parties are independent entities and nothing in this ToU creates a partnership, joint venture, agency, or employer/employee relationship.

## **10. Termination Rights**

GSA may suspend or terminate user account or access to the VPP, or terminate or discontinue all or any part of VPP, the services offered on it, or this ToU, at GSA's discretion, at any time, and without prior notice. Without limiting the foregoing, GSA reserves the right to terminate any account that has been inactive for a significant period of time, as determined at its discretion. VPP users may terminate their account or stop using or visiting the VPP at any time. GSA will not be liable to VPP users or any third party for termination of the VPP or termination of VPP user's use of it. Suspension or termination will not affect VPP user's obligations under this ToU, which, by their sense and context, are intended to survive such suspension or termination. Either party may terminate this ToU at any time upon notice.

## **11. No Cost Agreement**

Nothing in this ToU obligates the VPP user to incur financial obligations. The parties acknowledge and agree that none of the obligations arising from this ToU are contingent upon the payment of fees by one party to the other.

## **12. No Endorsement**

VPP user agrees that seals, trademarks, logos, service marks, trade names, and the fact that VPP user has a presence on the VPP, shall not be used by the VPP user in such a manner as to state or imply that VPP user's products or services are endorsed, sponsored or recommended by GSA or by any other element of the federal government, or are considered by GSA or the federal government to be superior to any other products or services. Except for pages whose design and content is under the control of the VPP user, or for links to or promotion of such pages, VPP user agrees not to

display any GSA or government seals, trademarks, logos, service marks, and trade names on the VPP user's homepage or elsewhere on the VPP user's site unless permission to do has been granted by GSA or by other relevant federal government authority. VPP users may list GSA's name in a publicly available customer list on their homepage or elsewhere so long as the name is not displayed in a more prominent fashion than that of any other third-party name.

### **13. Data Use**

The data provided by manufacturers and wholesalers to the VPP will be used as indicated in the VPP User Guide. Higher-tier accounts will be given precedence in the event GSA encounters inconsistent or conflicting data. GSA reserves the right, at any time, not to use data submissions if a higher tier has submitted conflicting data.

### **14. Modification of VPP Content**

VPP users shall modify content according to the directions and limitations delineated in the VPP User Guide. By agreeing to this ToU, VPP users agree that they shall keep inputted data current. Failure to keep data current will give GSA the right to remove the VPP user from the site in accordance with the Termination Rights paragraph.

Any right GSA reserves in the ToU to modify or adapt VPP user content is limited to technical actions necessary to index, format, and display that content. The right to modify or adapt does not include the right to substantively edit or otherwise alter the meaning of the content. In the event VPP user discovers that VPP content has been modified in a manner that alters the meaning of such content, VPP users may contact GSA and the parties shall work together in good faith to resolve the matter. Notwithstanding the foregoing, nothing in this ToU shall result in an expansion of the VPP user's rights under the Copyright Act of 1974 (17 U.S.C. 1101 et. seq.), specifically including Section 105 of the Act. GSA assumes no liability for inaccurate information loaded into the VPP.

### **15. Prohibited Activities**

Performing actions not authorized by a VPP user's role/tier is prohibited and may result in a penalty. Accounts that have access to VPP user data shall not utilize any VPP content in a manner not outlined in the ToU.

## **16. Penalties**

The VPP is maintained current and accurate by its users and GSA. GSA reserves the right to verify any portal data in order to ensure quality and compliance with the ToU. In the event that VPP users are violating the VPP ToU, GSA reserves the right to impose penalties on VPP user accounts. Before imposing any penalties, GSA will provide the VPP user two (2) warnings with adequate time to respond and/or take corrective actions.

If the VPP user fails to adequately respond to GSA non-compliance warnings, or has not taken corrective actions, the VPP user's account will be deactivated for 10 business days. Further ToU violations may result in a ban from the VPP portal. A ban from the VPP portal represents the least-preferred option, usually reserved for extreme abuse of the VPP portal's ToU Agreement, and GSA will make considerable effort to assist the VPP user before this option is considered.

## **17. Disputes and Arbitration**

Disputes arising from erroneous manufacturer-provided data must be resolved between seller and manufacturer. GSA shall not be held liable and reserves the right to verify submitted data at any time.

Higher-tier accounts will be given precedence in the event GSA encounters inconsistent or conflicting data. GSA reserves the right, at any time, not to use data submissions if a higher tier has submitted conflicting data.

## **18. Privacy and Security**

GSA maintains industry-standard security measures (multi-factor authentication, security token) to protect VPP user data and limit who may create accounts. GSA limits federal access of VPP user data to Admin (GSA only) accounts. GSA is not liable in the event of a data breach.

## **19. Freedom of Information Act (FOIA)**

The 1966 Freedom of Information Act (FOIA) permits any person to request access to federal agency records or information. Federal agencies are required to disclose records upon receipt of a written request, except for records that are protected from disclosure by nine exemptions or three exclusions in the Act. Information input into the

VPP is subject to release to the public pursuant to FOIA, except such information as may be exempt from disclosure by law.

## 20. Accessibility

GSA strives to make the VPP as accessible and usable as possible. We do this by following Section 508 and the Web Content Accessibility Guidelines (WCAG 2.0) produced by the World Wide Web Consortium (W3C, the web's governing body).

Section 508 is a legal requirement and WCAG is a set of checkpoints and guidelines that help ensure that websites are designed and written properly. For example:

- Images have alternative text (so if you can't see the image you can still read the text).
- Color contrast between the foreground and background is sufficiently strong.
- Text resizes according to user preference.
- Headings are correctly used (they're not just ordinary text made to look big and bold).
- Links make sense by themselves (e.g. no links that just say "Click here" or "More...").
- Tables are used for laying out tabular information and have proper headings and summaries.

For those familiar with Section 508 and WCAG, we aim for AA compliance across our site. We also look for opportunities to meet AAA compliance.