



## GENERAL CONDITIONS FOR MEMBERSHIP

### Purpose

The present general conditions for membership regulates the terms and conditions of the client's use of the electronic platform, provided by iGEST ACIN-iCloud Solutions. ACIN-iClouds Solutions is the company that holds all the intellectual property rights of the platform of iGEST

### Membership

By accepting the services provided by the platform of IGEST, the client declares to have read and agreed all the general terms of this contract.

### Service Access

Once the client's data has been submitted on the platform, an email would be sent for the confirmation of the afore-mentioned data. Users can, at any time, modify their login password. The use of a user name ("user") and a password ("password") is required to access the services of the electronic platform.

### Customer and support Services

ACIN-iCloud Solutions ensures support services, technical and legal support of the iGEST platform, on weekdays, from 8:30 to 7:00 pm, by telephone or by email, offering to all its customers a priority phone response.

### TRIGEST Special

Clients who subscribe to iGEST until the 31st of March 2019 will enjoy three months free. TRIGEST promotion is valid only for new subscriptions and is not cumulative with other current campaigns/promotions.

### Rights and Obligations

The rights of ACIN-iCloud Solutions, with the CLIENT are the following:

1. To cease, cancel or deny access to the platform in case of any compromise of the integrity, confidentiality and availability of information;
2. To cease, cancel or deny access to the platform in case of not compliance by the customer to the terms and conditions mentioned in this contract;
3. To amend the General Conditions for Membership, which will be previously communicated to the client by electronic means.

The obligations of ACIN-iCloud Solutions, with the CLIENT are the following:

1. To inform the client about all the technological conditions and the level of compatibility required for the provision of the services subscribed to and the proper operation and use of the platform;
2. To ensure the confidentiality of the information, limiting access to the iGEST platform through procedures of identification, authentication and validation of identity;
3. To ensure the integrity of information, through procedures that avoid the destruction, loss, misappropriation, breach of access and modification, illegitimate or unauthorized exposure;



4. To provide information regarding the Security Information Policy adopted by ACIN-iCloud Solutions;
5. To use of all human, material and computer resources that are necessary and appropriate for the provision of the service;
6. To ensure the conformiity of the services provided through the platform with legal updates, implementing improvements or new features.

The obligations of the CLIENT (including his/her agents and auxiliaries) with ACIN-iCloud Solutions, are the following:

1. To enforce all users of the platform, the general conditions of membership outlined by ACIN-iCloud Solutions in this contract;
2. Not to publish, send or allow the sending of any defamatory, unlawful or abusive information, through the platform;
3. To use the platform in accordance with the legislation in force;
4. Not to use access technology, to obtain codified documentation, or any other technical aspects of programming through the platform;
5. To maintain the confidentiality of the password and to prevent its abusive use, assuming full responsibility for its use by third parties, for accessing the services provided on this platform;
6. At the moment of the termination of the contract, to stop immediately the use of the agreed services and to comply with what has been agreed with ACIN-iCloud Solutions.

### Responsibilities

ACIN-iCloud Solutions will employ, in every possible way, guarantees of human and technological means in order to respond effectively to all the services provided by the platform.

The responsibilities of ACIN-iCloud Solutions, with the CLIENT are the following:

1. The allocation of customer access, amendment, and blocking access in the event of cancellation/termination of this contract;

However, ACIN-iCloud Solutions shall not be liable for the following aspects:

1. The content of the information created on the platform, as ACIN does not analyze, review, add or change the information in the documents, being not responsible for the content, use or effects thereof;
2. For the loss of information, attributable to the client;
3. For the occurrence of any dispute between the Client and third parties, Clients or users, being ACIN-iCloud Solutions unable to provide information under its possession and may be useful for the resolution of any dispute, whoever request it, except if requested by a judicial decision or equivalent, taken by a competent entity for that purpose;

The responsibilities of the Client (including its agents and auxiliaries) with ACIN-iCloud Solutions are the following:



1. In case of knowledge of any unlawful behavior or access violation involving his/her session, the client must inform ACIN-iCloud Solutions, within a maximum of 24 hours;
2. In the context of the services subscribed, of all the information submitted through the platform and by the updating the personal information contained in the registration of users;
3. Fulfillment of all obligations resulting from this agreement;
4. For the actions of his/her representatives or auxiliaries.

### Service Levels

ACIN ensures compliance with the following service levels:

Maximum time of first reply to email (working days)	R.T.O.	Global Availability of the Solution
> 60 m   <= 120 min	< 4:00	99.90%

Continuous monitoring, supported by the use of a powerful technological infrastructure, consisting of a set of several technical and technological means, through the integration and automation of procedures on the System of Services Management, according to ISO standard 20000 and from producing performance reports, allows to assess the effectiveness and to improve the response ability in the event of a possible anomaly in the provision of services.

### User and Entity Data

The data collected is used for contractual purposes concluded with the customer, as well as for sending newsletters or offers exclusively related to the platforms marketed by ACIN-iCloud Solutions, when the client accept it, by clicking on the option, at the moment of accepting his/her membership in the portal.

The customer is committed to keep his/her details updated, taking into account that ACIN-iCloud Solutions holds the legally mandatory authorization of the protection of databases of CNPD.

### Holder's data privacy

ACIN is committed to adopt all necessary security measures to ensure the safety of the personal data of the users against any possible misuse or unauthorized access. By browsing the portal <https://www.igest.pt> the user commits him/herself to not modify, copy, distribute, transmit, design, reproduce, publish, license, create derivative works, transfer or sell any information, software, products or services obtained from this website.

In accordance with the Data Protection Regulation in force, and in line with its application at national level, all users have the right to access (art. 15º), update, rectify (art. 16º), refuse (art. 21º), limit the treatment (art. 18º), portability (art. 20º) or delete their personal data (art. 17º), having to inform iGEST. Also, is the responsibility of iGEST to notify their customers when their data has been rectified, erased or limited in treatment (art. 19º).

Furthermore, Clients are assisted by the following rights: to complain to the supervisory authority (art. 77º), to introduce a lawsuit against the supervisory authority (art. 78º), to judicial action against the responsible or a subcontractor (art. 79º) and to compensation and responsibility (art. 82º).

### Sharing information with third parties

We reserve the right to communicate information to the competent authorities, whenever:



- We are required to do so pursuant to a subpoena, court order or any other related legal procedure;
- It is necessary to comply with the legislation in force;
- We believe, in good faith, that the disclosure of personal information is necessary to prevent physical harm or financial loss, to report suspected illegal activity or for research purposes.

iGEST subcontracts the iDok for the registration of documents and subcontracts PayPayUE – Instituição de Pagamento Unipessoal, Lda. for the transaction of payments by ATM, credit card/debit card and MBWAY. In this sense, all relevant and strictly necessary information is shared with these platforms.

### Data Storage and Protection

The collected data is stored and processed on our servers, being protected by physical, electronic and procedural safeguards in compliance with the applicable legislation. These safeguards include the use of firewalls and data encryption systems, access control, as well as the authorization of access to information only to employees who need it in order to perform their duties.

In addition, we do not transmit any data to third parties, except if required through a court order or if it is necessary for legal proceedings resulting from fraudulent access to our internet infrastructure. We will not transmit data for other purposes, whether commercial or not. We collect, store and process information in order to monitor and evaluate the quality of the service provided.

However, there is the right to access the data stored related to a particular client, as well as to know the origin and purpose of its storage. This customer, however, should take note that, despite our stringent safety regulations, if the information is disclosed voluntarily by the client on the internet, it can be used by third parties. Therefore, ACIN does not assume any liability for the disclosure of information due to data transmission errors and/or unauthorized access by third parties.

Time limits for the storage of information	
<b>Registration of the entity</b>	Data will be kept in the entity registration to the platform for 12 months. After those 12 months, if there is no use, the entire data will be deleted.
<b>Preservation of information on demonstrations/tests</b>	For the purposes of tests/demonstrations about the platform, entity data is requested and registered, being kept for 90 days.
<b>User records</b>	If there are documents issued by the user, data will be kept for 10 years. Minimum time stipulated by article 123º of the CIRC and having into account Ordinance No. 302/2016 of the Diário da República.
<b>Records of customers (third parties)</b>	After the request to remove data from the client, if there are billing documents communicated with AT related to the supplier, data will be retained for 10 years (minimum time stipulated by article 123 of the CIRC having regard to Ordinance No. 302/2016 of the Diário da República). Otherwise, the data will be deleted from the platform within 2 days. Being the entity responsible for processing the data.
<b>Records of suppliers (third parties)</b>	After the request to remove data, if there are documents communicated with AT related to the supplier, data will be kept for 10 years (minimum time stipulated by article 123 of the CIRC having regard to Ordinance No. 302/2016 of the Diário da República).



	Otherwise, the data will be deleted from the platform within 2 days. Being the entity responsible for processing the data.
<b>Reseller registration</b>	2 Years, after which it would be requested the data maintenance for 2 years or its due deletion.
<b>Date of disposal after the request for forgetfulness</b>	iGest will remove data within a maximum of 60 days.
<b>Delivery of data after the request for portability</b>	iGest should provide data in a maximum of 60 days.

### Price and payment

ACIN-iCloud Solutions reserves the right to update prices annually according to the Consumer Price Index.

All payments must be made in Euros (€).

The VAT in force must be added to the price.

### Duration and Amendments

The service contract is valid for 12 months from the date of accession, renewed automatically by equal periods, if ACIN-iCloud Solutions is not notified about the intention to terminate the services with a minimum antecedence of 30 days, in writing.

The non-payment of the platform gives ACIN-iCloud Solutions the right to cancel the access to iGEST.

The continued use by the user of the services of the platform iGEST after changes implemented by ACIN-iCloud Solutions, indicates that he/she was informed and agrees with all the amendment.

### Competent Jurisdiction

Any dispute arising from the interpretation or application of this document will be settled according to the Portuguese law. To resolve these disputes, the parties elect the judicial jurisdiction of the District of Funchal, with the exclusion of any other.

For reasons of data protection, this document is governed by the General Regulation on Data Protection 2016/679, 27/04/2016.

### Contacts

Any request for clarification, suggestion or complaint should be addressed to ACIN, through Customer Service using the email [apoio@igest.pt](mailto:apoio@igest.pt), or phone 707 451 451, or fax (+ 351) 291 957 171, or the postal address below:

ACIN-iCloud Solutions  
Estrada Regional 104 n.º 42  
9350-203 Ribeira Brava  
Madeira

In case of irregularities in the way the data is being treated, ACIN has appointed a Data Protection Responsible (EPD-art. 37 RGPD) who is available to support customers of ACIN and also to cooperate with the supervisory authority -CNPD. This professional can be contacted through: [dpo@acin.pt](mailto:dpo@acin.pt), 707 451 451.