

**Object**

These general subscription conditions govern the terms and conditions of use of the iGEST electronic platform, made available to the Client by ACIN – iCloud Solutions, Lda.

ACIN – iCloud Solutions, Lda. holds all intellectual property rights to the iGEST® platform.

iGEST is the invoicing software certified by the Portuguese Tax and Customs Authority under no. 1480/AT, which allows companies to issue and manage all their invoicing in a simple, secure, and cost-effective manner.

Subscription

By subscribing to the services made available on the iGEST platform, the Client declares that they have fully read and understood these General Conditions and agree to bind them to their service provision contract.

Service Access

After submitting the subscription data, the Client will be assigned access credentials consisting of a username (“User”) and a password (“Password”). These credentials are generated exclusively by ACIN, although the User may change their password at any time.

The Client undertakes to maintain the confidentiality of the access credentials and is responsible for their use by third parties.

Support and Assistance Services

ACIN – iCloud Solutions, Lda. provides technical, legal, and functional support services on business days between 9:00 a.m. and 7:00 p.m., by telephone or email.

A priority telephone support service is available to all Clients.

Rights and Obligations

The rights of ACIN – iCloud Solutions, Lda. with respect to the CLIENT include:

1. To suspend or cancel access to the platform whenever the integrity, confidentiality, or availability of the information is at risk;
2. To suspend or cancel access if the Client fails to comply with the contractual provisions;
3. To amend these General Conditions, provided that such changes are communicated to the Client in advance by electronic means.

The obligations of ACIN – iCloud Solutions, Lda. with respect to the CLIENT include:

1. To inform the Client of all technological and compatibility conditions necessary for the provision of the subscribed services and for the proper functioning and use of the platform;
2. To ensure the confidentiality of information, limiting access to the iGEST platform through identification, authentication, and identity validation processes;
3. To protect the integrity of information by implementing security measures against destruction, loss, alteration, unauthorized access, or disclosure;
4. To make available information regarding the Information Security Policy adopted by ACIN – iCloud Solutions, Lda.;
5. To employ all necessary and appropriate human, material, and technological resources for the provision of the service;
6. To ensure that the services provided through the platform comply with legal updates, implementing improvements or new functionalities.

The obligations of the CLIENT (including its representatives and assistants) towards ACIN – iCloud Solutions, Lda. include:

1. To ensure that all users, when using the platform, comply with the general subscription conditions described by ACIN – iCloud Solutions, Lda. in this contract;
2. Not to publish or transmit any defamatory, unlawful, or abusive content through the platform;
3. To use the platform in accordance with the applicable Portuguese legislation;
4. Not to use techniques or technologies to improperly obtain codes, content, or technical information;
5. To maintain the confidentiality of the access Password and prevent its misuse, assuming full responsibility for its use by third parties when accessing the services provided through this platform;



6. In the event of contract termination, to immediately stop using the contracted services and fulfill any other obligations agreed with ACIN – iCloud Solutions, Lda.

Responsibilities

ACIN – iCloud Solutions, Lda. will employ, to the fullest extent possible, guarantees regarding the use of technological and human resources to ensure effective compliance with and responsiveness to all services indicated by the platform.

The responsibilities of ACIN – iCloud Solutions, Lda. towards the CLIENT include:

1. Assigning, generating, and blocking Client access credentials, including in cases of contract termination or cancellation.

However, ACIN – iCloud Solutions, Lda. shall not be held responsible for the following:

1. The content of information created on the platform, as ACIN does not analyze, review, add to, or modify the information in the documents and is not responsible for their content, use, or effects;
2. Loss of information attributable to the Client;
3. The occurrence of disputes between the Client and third parties, clients, or users, as ACIN – iCloud Solutions, Lda. is unable to provide any information it holds that could be useful for the resolution of any dispute, except by court order or equivalent decision issued by a competent authority.

The responsibilities of the CLIENT (including its representatives and assistants) towards ACIN – iCloud Solutions, Lda. include:

1. To notify ACIN within a maximum of 24 hours of any situation of improper access or unauthorized use of their account;
2. To ensure the accuracy and updating of the data submitted on the platform;
3. To fulfill all obligations arising from this contract;
4. To be responsible for the actions of their representatives or assistants within the scope of using the platform.

Service Levels

ACIN guarantees compliance with the following service levels:

Maximum Time for First Email Response (business days)	R.T.O.	Overall Solution Availability
> 60 m <= 120 min	< 4h	99,90%

The platform is continuously monitored using advanced technological infrastructure and integrated service management processes, in accordance with the ISO 20000 standard, allowing for the assessment of effectiveness and optimization of responses to anomalies.

User and Entity Data

The personal and institutional data collected in connection with the subscription to the iGEST platform are intended solely and exclusively for the execution of this contract, namely for the provision of services, client relationship management, billing, compliance with legal obligations, and communication of relevant changes to the service.

The data collected may also be used to send informational, promotional communications or newsletters related to the iGEST platform and other services marketed by ACIN, unless the Client expressly refuses such use, which may be done at the time of subscription or later by written communication sent to ACIN. The Client undertakes to keep their data complete, correct, and up to date, acknowledging that ACIN, in its capacity as data controller, ensures full compliance with the applicable legislation on personal data protection, namely Regulation (EU) 2016/679 (GDPR) and Law No. 58/2019, of August 8.

ACIN undertakes to process the Client's personal data in strict compliance with the applicable legal provisions, ensuring their confidentiality and integrity, as well as adopting the appropriate technical and organizational measures to protect such data against destruction, loss, alteration, disclosure, or unauthorized access.

Data Subject Privacy

ACIN undertakes to adopt the necessary security measures to safeguard users' personal data against potential misuse or unauthorized access. By accessing the portal <https://www.igest.pt>, the user, in turn, agrees not to modify, copy, distribute, transmit, display, reproduce, publish, license, create derivative works, transfer, or sell any information, software, products, or services obtained from this website. In



accordance with the applicable Data Protection Regulation, and in line with its national implementation, all users have the right to access (Art. 15), update, rectify (Art. 16), object (Art. 21), restrict processing (Art. 18), data portability (Art. 20), or erase their personal data (Art. 17), for which they must contact iGEST. iGEST is also obliged to notify its clients to inform them that their data has been rectified, erased, or restricted in its processing (Art. 19).

Clients are also entitled to the following rights: to lodge a complaint with the supervisory authority (Art. 77), to bring legal proceedings against the supervisory authority (Art. 78), to take legal action against a controller or processor (Art. 79), and to compensation and liability (Art. 82).

Sharing of Information with Third Parties

We reserve the right to disclose information to competent authorities whenever:

- We are required to do so under a subpoena, court order, or other similar legal proceeding;
- It is necessary to comply with applicable legislation;
- 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 investigation purposes.

iGEST subcontracts the following:

- iDok for document registration;
- PayPayUE – Instituição de Pagamento, Unipessoal, Lda. for processing payments via Multibanco, credit/debit card, and MBWAY;
- CRM – Salesforce for managing support requests received by email or by phone, as well as for handling commercial contacts.

Information Protection and Storage

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

We collect, store, and process information for the purpose of monitoring and evaluating the quality of the service provided.

However, clients have the right to access the data stored about them, as well as to know its origin and the purpose of its storage. The client should nevertheless be aware that, despite our strict security standards, if information is voluntarily disclosed by the client over the internet, it may be used by third parties. Therefore, ACIN does not assume any responsibility for the disclosure of information due to data transmission errors and/or unauthorized access by third parties.



Information Storage Periods	
Entity Registration	Upon registration of the entity on the platform, the data will be retained for 12 months. If there is no use within those 12 months, the entity's data will be deleted.
Preservation of Test/Demonstration Data	For platform testing/demonstration purposes, entity data is requested and recorded, and will be retained for 90 days.
User Records	If documents are issued by the user, the data will be retained for 10 years, the minimum period stipulated by Article 123 of the CIRC, taking into account Ordinance No. 302/2016 of the Diário da República.
Customer (Third-Party) Records	After a request for deletion of customer data, if there are invoicing documents reported to the Portuguese Tax Authority (AT) concerning the customer, the data will be retained for 10 years (the minimum period stipulated by Article 123 of the CIRC, considering Ordinance No. 302/2016 of the Diário da República). Otherwise, the data will be deleted from the platform within 2 days, with the entity being responsible for data processing.
Supplier (Third-Party) Records	After a request for deletion of data, if there are documents reported to the Portuguese Tax Authority (AT) concerning the supplier, the data will be retained for 10 years (the minimum period stipulated by Article 123 of the CIRC, considering Ordinance No. 302/2016 of the Diário da República). Otherwise, the data will be deleted from the platform within 2 days, with the entity being responsible for data processing.
Reseller Registration	2 years, after which data retention will be requested for an additional 2 years or its deletion will be carried out.
Data Deletion Following a Right to Be Forgotten Request	iGEST will remove the data within a maximum period of 60 days.
Data Delivery Following a Portability Request	iGEST must provide the data within a maximum period of 60 days.

Price and Payments

The price due for the use of the iGEST platform will be established in accordance with the contractual proposal accepted by the Client, plus Value Added Tax (VAT) at the applicable legal rate.

ACIN reserves the right to annually update the contracted amounts based on the variation of the Consumer Price Index published by the National Statistics Institute, unless otherwise stipulated in specific conditions agreed between the parties.

All payments must be made in euros (€), within the contractually stipulated deadlines.

Failure to timely meet payment obligations grants ACIN the right to suspend or cancel access to the iGEST platform, without prejudice to its right to demand from the Client payment of overdue amounts and any other compensation provided for by law.

Duration and Amendment

This service agreement has an initial term of twelve (12) months from the date of subscription, automatically renewing for successive periods of equal duration, unless expressly terminated by the Client, notified in writing at least thirty (30) days before the end of the current contractual period.

Continued use of the iGEST platform by the Client after changes to these General Conditions constitutes tacit acceptance of such changes.

Failure to pay the amounts due on time constitutes grounds for immediate termination of the contract by ACIN, with consequent cancellation of access to the platform, without prejudice to its right to demand the amounts owed.

Applicable Law and Jurisdiction

This contract is governed by Portuguese law, including, regarding personal data protection, Regulation (EU) 2016/679 (General Data Protection Regulation) and Law No. 58/2019 of August 8.

For the resolution of disputes arising from the interpretation, execution, or validity of this contract, the parties expressly elect the court of the judicial district of Funchal, to the exclusion of any other.

**Right of Withdrawal**

Under Article 10(2) of Decree-Law no. 24/2014, of 14 February, the Client has a period of 14 days to exercise the right of withdrawal from the contract, without the need to give any reason.

Contacts

Any request for clarification, suggestion, or complaint must be addressed to ACIN through the Customer Support Service using the email apoio@igest.pt, the phone numbers +351 707 451 451¹ or +351 291 141 941², or by fax at +351 291 957 171, or by postal mail to the address indicated below:

ACIN-iCloud Solutions, Lda
Estrada Regional 104 n.º 42-A
9350-203 Ribeira Brava, Madeira Island - Portugal

Telephone calls are recorded for quality control purposes, as authorized by the National Data Protection Commission (CNPD). If consent for recording is not given, contact must be made through other means of communication (namely, by email or in person).

In the event of any irregularity in the processing of data, ACIN has appointed a Data Protection Officer (DPO – Art. 37 GDPR), who is available to support ACIN's clients and to cooperate with the designated supervisory authority — CNPD. This officer may be contacted at dpo@acin.pt or via the telephone number referred to above.

¹ Maximum price per minute: €0.09 (+VAT) for calls originating from fixed networks and €0.13 (+VAT) for calls originating from mobile networks.

² Cost of an international call to a fixed network: according to the applicable tariff in force. The cost of communications depends on the tariff agreed with your operator (call to the national fixed or mobile network).