

Terms of use for the A1 Group e-procurement portal

1. Subject matter and user requirements

(1) The General Terms and Conditions stated herein govern the use of e-procurement portal which is provided by Telekom Austria AG. Subject to the present Terms and Conditions, e-procurement portal offers the bidder and users authorized by the said bidder technical capabilities and rights to access and avail of the functions of a software application via the Internet. The said software application is operated on a server of Ivalua (France) on behalf of Telekom Austria AG.

(2) The communications connections needed to use the platform (e.g. Internet access) and the equipment or other technical prerequisites needed on the bidder's premises (e.g. browser) are not the subject matter of these General Terms and Conditions and must be provided by the bidder at their own expense.

(3) The bidder must agree to these Terms and Conditions in order to be able to use e-procurement portal. The Use of the e-procurement portal includes maintenance of supplier data, supplier documents, participation in Tenders and Auctions, creating of contracts and exchange of several documents within Source to contract and purchase to pay process. To this effect, the bidder shall be sent a user-specific "user name" and "password". With the help of this information, the bidder can gain access to e-procurement portal.

2. Functionalities and free service

(1) Bidders may use e-procurement portal for free.

3. Relationship between bidders, Telekom Austria AG and purchasing companies of Telekom Austria AG

(1) The use / access for the bidder will be specified by the purchasing company. Bidder will be allowed to access and to adapt general information of its company according to the granted rights. The legal right to participate in an eAuction/RFx shall be established exclusively between the purchasing company and bidder participating in the eAuction/RFx.

(2) Telekom Austria AG shall not be responsible for the content created by the purchasing company or the bidder participating in using the e-procurement portal. In this respect, Telekom Austria AG's activities shall be limited solely to providing the technical requirements for establishing contact between the purchasing company and the bidder by using the software application.

(3) Telekom Austria AG does not guarantee unrestricted access to or trouble-free use of e-procurement portal. Any claims for damages or delays arising from a breakdown or malfunction of the platform are therefore excluded.

4. Right of use

(1) The bidder can administrate its account and can authorize additional users for its company.

(2) The bidder and users authorized by the said bidder shall obtain the non-exclusive, payment-free, non-transferable right to access e-procurement portal via the Internet and to use the corresponding functionalities thereof with the help of a commercially available browser. Additional rights of use, especially to the e-procurement portal software application, are not granted.

(3) The bidder and users authorized by the said bidder are not entitled to use, allow third parties to use or make accessible to third parties the e-procurement portal for purposes other than those specified in the present Terms and Conditions.

5. Data privacy

(1) All generated information and users by the bidder are visible within the whole A1 Group (Telekom Austria AG and its affiliates and parental companies).

(2) Personal data collected, processed and used by the A1 Group are for purposes of providing offers, service descriptions and contractual agreements and are in accordance with the relevant legal regulations. If required, the data may also be processed within the A1 Group and by Subcontractors, depending on the specific purpose.

(3) Insofar as no statutory provision expressly allows or requires further processing, personal data shall be deleted or rendered anonymous after they have served their intended purpose. In case of mandatory legal provisions for data storage/retention, the relevant data shall be blocked and rendered inaccessible in every case.

6. Duties and obligations of the bidder

(1) The bidder shall, in particular:

a) ensure that, by their acts and/or omissions, all commercial property rights and copyrights are observed (e.g. when placing text and data of third parties into the e-procurement portal);

b) ensure that no third party has access to the "user name" and "password" granted to the said bidder and, in the event that said bidder has any doubts or suspects that unauthorized third parties may have knowledge thereof, to personally change or request the purchasing company to change said "user name" and "password" forthwith.

c) refrain from improperly using the e-procurement portal or allowing it to be improperly used, in particular not to convey information that is illegal or in violation of accepted moral standards, or refer to information that incites hatred against segments of the population, leads to criminal offences or glorifies or trivializes violence, is sexually offensive or pornographic, is apt to seriously endanger the moral welfare of children or youths or affect their general welfare, or could damage the reputation of A1 Group;

d) refrain from attempts to retrieve information or data without authorization, either themselves or through third parties, or intervene or have another party intervene in programs of the e-procurement portal, or to penetrate data networks of the e-procurement portal without authorization;

e) indemnify A1 Group against all third-party claims based on unlawful use of e-procurement portal by the said bidder or with said bidder's approval or claims arising, in particular, from data privacy, copyright or other legal disputes in connection with the bidder-specific use of e-procurement portal. If the bidder realizes or can be expected to realize that a violation of this type is about to occur, said bidder shall be obligated to notify the purchasing company without undue delay.

(f) commit users authorized by said bidder to abide by the Terms and Conditions of use of e-procurement portal;

g) maintain confidentiality of the content of the communications and the agreement and to comply with the applicable laws on data privacy.

(2) In the event of a breach of these Terms and Conditions, the purchasing company is entitled to deny the bidder and users authorized by said bidder access to e-procurement portal and the data available therein. Access shall be restored only if the violation of the essential obligation concerned has been permanently rectified or the danger of repeated violation has been ruled out by submitting to the purchasing company an appropriate cease-and-desist declaration containing a contractual penalty clause stating that such violation will no longer occur.

7. Liability

A1 Group's liability is excluded insofar as no mandatory liability is stipulated by law.

8. Termination

The bidder's right to use e-procurement portal in accordance with these Terms and Conditions shall end

- in case A1 Group determines a deletion of bidders account due to inactivity, end of business relationship or any incompliance with A1 Groups Compliance Terms (available under <https://www.a1.group/de/group/compliance>) or material breach of standard business practice. In addition, the bidder's right of use shall also end in the event of a denial of access as per section 6.2 or on the basis of an order issued by the purchasing company
- by notification by the bidder itself. For the avoidance of doubt such notification must be provided by the registered company, not by the authorized user.