



Terms of Use for the A1 Group e-procurement portal

1. Subject matter

(1) These Terms of Use govern the use of the e-procurement portal (hereinafter referred to as "Portal"), which is provided by Telekom Austria AG, registered at the address Lassallestrasse 9, 1020 Vienna, Austria (hereinafter referred to as "A1 Group" which may also include its affiliated companies, see below).

(2) Subject to the present Terms of Use, the Portal provides companies, upon successful registration (hereinafter referred to as "Supplier") and their authorized users (referred to as "Users") technical capabilities, a right to access and avail of the functions of the Portal via the internet. The Supplier may provide in the Portal offers, bids or participate in tenders and auctions pursuant to the published procurement documents to and by a company of the A1 Group (hereinafter "A1 Company", the respective affiliate of Telekom Austria AG).

(3) The communications connections needed to use the Portal (e.g. internet access) and the equipment or other technical prerequisites needed on the Supplier's premises (e.g. a suitable web-browser) are not the subject matter of these Terms of Use and shall be provided by the Supplier at its own expense. Any liability by A1 Group in that regard shall be excluded.

(4) The Supplier agrees to these Terms of Use upon registration or by using the Portal. The use of the Portal includes provision of the Supplier data, Supplier documents, participation in tenders and auctions, collaborative creation or processing of contracts and exchange of documents within source to contract and purchase to pay process. To this effect, the Supplier shall be sent a user-specific "username" and "password". With the help of this information, the Supplier may gain access to Portal.

(5) The Supplier is obliged to keep its company information and bidding documents up to date. Any duty to inspect or review by A1 Group in that regard shall be excluded.

(6) The Portal shall only be used by the Supplier for commercial purposes. Any use for private purposes shall be excluded. The use of the Portal is free. The Supplier is obliged to administrate its account and to authorize users on its own.

2. Relationship between Suppliers and A1 Companies

(1) The use / access for the Supplier to the Portal shall be specified by the respective A1 Company. Supplier shall be allowed to access and to adapt general information of its company according to the granted rights.

(2) Telekom Austria AG shall neither be responsible for the content created by A1 Company nor the Supplier's participation in using the Portal. In this respect, Telekom Austria AG's activities shall be solely limited to providing the Portal for establishing contact between the A1 Company and the Supplier.

(3) Telekom Austria AG neither warrants nor guarantees unrestricted access to or trouble-free use of Portal. Any claims for damages or delays arising from a breakdown or malfunction of the Portal are therefore excluded.

3. Right of use

(1) The Supplier and Users, authorized by Supplier, shall obtain the non-exclusive, payment-free, non-transferable right to access the Portal via the internet and to use the corresponding functionalities thereof for the duration and for the purposes described in these Terms of Use. Additional rights of use, especially to the Portal software application, are not granted.



(2) The Supplier and Users are not entitled to use, allow third parties to use or make accessible to third parties the Portal for purposes other than those specified in the present Terms of Use. If not agreed otherwise, any access for third parties to the Portal by the Supplier is prohibited.

4. Data privacy

A1 Group will process your personal data in accordance with these Terms of Use and our [Privacy Statement for Suppliers](#).

5. Duties and obligations of the Supplier

(1) The Supplier shall, in particular

- a) ensure that, by its acts and/or omissions, all commercial property rights and copyrights are observed (e.g. when placing its data and documents or that of third parties into the Portal and those of A1 Group, if any);
- b) ensure that no third party has access to the "user name" and "password" granted to the said Supplier and, in the event that said Supplier has any doubts or suspects that unauthorized third parties may have knowledge thereof, to personally change or request the A1 Company to change said "user name" and "password" forthwith;
- c) refrain from improperly using the 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 Portal, or to penetrate data networks of the Portal without authorization;
- e) indemnify A1 Group against any and all (third-party) claims based on unlawful or improper use of the Portal by the said Supplier or with said Supplier's approval or claims arising, in particular, from data privacy, copyright or other legal disputes in connection with the Supplier-specific use of Portal. If the Supplier realizes or can be expected to realize that a violation of this type is about to occur, said Supplier shall be obligated to notify A1 Company without undue delay;
- f) comply with A1 Group's compliance regulations (available under <https://www.a1.group/compliance>);
- g) oblige Users to comply with these Terms of Use and
- h) maintain confidentiality of the content of the communications, any information in the portal and to comply with applicable laws on data privacy.

(2) In the event of a breach of these Terms of Use, A1 Group is entitled to deny the Supplier access to the 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.

6. Warranty and liability

(1) A1 Group does not warrant any specific availability of the Portal, nor any specific or error-free functionality, completeness, or security.



- (2) Claims of any kind against the A1 Group due to a lack of or restricted availability of the Portal, especially due to system-related maintenance or downtime, system-related errors or defects, as well as all other restrictions on the use or usability of the Portal, is excluded. This also applies in particular to upload and transmission errors.
- (3) The Supplier acknowledges that the data, documents, and other information provided by it are not reviewed for accuracy, completeness, or legality (especially compliance with deadlines or validity of the signature), and that there is no such duty of inspection on the part of A1 Group.
- (4) A1 Group excludes any liability for the content provided by the Supplier in the Portal. The sole responsibility for this content lies with the Supplier, who shall indemnify and hold A1 Group harmless in this context.
- (5) Liability of A1 Group, as well as of its vicarious agents or assistants, due to slight negligence is excluded.
- (6) Any liability of A1 Group for lost profits, consequential damages, or financial losses shall be excluded. The aforementioned exclusions of liability particularly include any liability of A1 Group, as well as their vicarious agents and assistants, for disruptions, failures, and/or interruptions of operations, software damages, loss of data or information.
- (7) The aforementioned limitations and exclusions of liability do not apply to personal injuries and mandatory claims under product liability regulations.

7. Termination

The Supplier's right to use the Portal in accordance with these Terms of Use shall end

- in case A1 Group determines a deletion of Suppliers account due to inactivity, end of business relationship or any incompliance with A1 Group's Compliance regulations (available under <https://www.a1.group/compliance>) or breach of standard business practice. In addition, the Supplier's right of use shall also end in the event of a denial of access as per section 5. (2) or on the basis of an order issued by an A1 Company;
- by notification by the Supplier itself. For the avoidance of doubt such notification shall be provided by the registered company, not by the authorized user.

8. Miscellaneous

- (1) Telekom Austria AG shall be entitled to change these Terms of Use at any time. The Supplier is obliged to review these Terms of Use therefore on a regular basis.
- (2) In the event of the legal invalidity of provisions of these Terms of Use or parts thereof, they shall be replaced by provisions that are effective and come closest in content to the legally invalid provision.
- (3) The exclusive place of jurisdiction for all (legal) disputes arising from or in connection with these Terms of Use is Vienna, Austria.
- (4) All legal disputes arising from or in connection with these Terms of Use shall be governed exclusively by Austrian law, excluding its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.