

# General Terms and Conditions | anoGov Platform

## 1. SCOPE AND OBJECT

The present general terms and conditions aim to regulate the terms which rule the use and provision of services of the e-procurement platform – anoGov ([www.anogov.com](http://www.anogov.com)).

anoGov is managed by ANO – Sistemas de Informática e Serviços, Lda. which holds all intellectual property rights to this platform.

The present terms and conditions must be read by all users before access to the platform.

When joining anoGov services, the customer declares to have knowledge, to understand and accept all the general terms written in this document.

## 2. CONDITIONS OF ACCESS

anoGov provides a full range of services which include the access to all features needed when operating in this platform, along with the development of procedures referring pre- public contracts, free of charge to the Economic Operator.

The customer must appoint a user to represent the customer and to be responsible for administrative, technical and financial matters related to the use of the platform and management of digital certificates.

The access to the platform is granted when the customer carries out the registration and these data are confirmed and validated.

To access to anoGov platform you login using the user digital certificate.

## 3. SERVICES

anoGov provides a full range of services which include the access to all features needed when operating in this platform, along with the development of procedures referring pre- public contracts, namely:

- a) Access to procedures and to procedures pieces which have been published;
- b) Messages sending through the electronic platform;
- c) E-mail' messages to all intervening in the procedure, whenever this kind of communication be a legal obligation;
- d) Request for clarification and lists of errors and omissions;
- e) Applications, proposals and solutions submission;
- f) Charges in pre-trial hearings;
- g) Complaints and challenges;
- h) Procurement decision;
- i) Qualification documents delivery;
- j) Display of all messages and notices created by contracting entities and to which you are able to access to, permitted by law.

The access to the anoGov services is granted to the Economic Operators registered in this platform.

## 4. ADITIONAL SERVICES AND TECHNICAL SUPPORT

anoGov provides customer service and technical support, continuously, in working days. The users service is assured through different communication channels: telephone, email and online chat.

## 5. SECURITY

anoGov platform follows metrics and security, integrity and information availability standards at the highest level.

Properly framed in the best practices and international security standards ISO/IEC 27002/27001, CobiT, NIST, Sarbanes-Oxley, ITIL e Basileia II, anoGov assures an added value to the whole community of users.

## 6. ANOGOV PLATFORM USAGE

anoGov platform is in accordance with the decree-law 18/2008 of January 29th, which approves the Public eProcurement Code, amended and republish by Decree-Law 278/2009 of October 2nd along with the amendments made by the Decree-Law 149/2012 of July 12th and the Law 96/2015 of August 17th.

The platform usage is made through a common web browser but using a secure communication on HTTPS protocol (HyperText Transfer Protocol Secure) and guaranteeing the information confidentiality through encryption of all transacted information.

anoGov ([www.anoGov.com](http://www.anoGov.com)) use implies information upload, storage, download and sending. The information content is responsibility of the users.

## 7. RIGHTS AND OBLIGATIONS

### 7.1 AnoGov's obligations towards the Customer:

- 7.1.1 To guarantee that the Customer has fully access to information on technical conditions and the necessary requirements to operate with anoGov platform;
- 7.1.2 To guarantee a secure authentication process as well as information confidentiality through an upload process of encrypted and signed documents by using qualified digital certificates and chronological validation.;
- 7.1.3 To guarantee the information integrity through processes which avoid destruction, loss, deviations, access violation or modification, non-authorized or illegal exposure;
- 7.1.4 To guarantee the operation and monitoring of the application infrastructure;
- 7.1.5 To assure the security procedures supervision and the information safeguard.

### 7.2 Customer's obligations towards anoGov:

- 7.2.1. To guarantee that all users meet anoGov general terms and conditions of use here described;
- 7.2.2. Not to publish, send or allow any defamatory information, illicit or abusive, through the platform;
- 7.2.3. To guarantee access data confidentiality and to prevent eventual abusive usage accepting full responsibility for its use by third parties when accessing anogov services;
- 7.2.4. Not to jeopardize network security, namely through submission or transmission of viruses, worms or other bugs via PLATFORM or other techniques that could undermine its performance.

7.2.5. To communicate within a maximum period of 24 hours any misfunctions the user acknowledges, loss, transmission or any further violation of its access data.

## 8. PRIVACY

This Privacy and Personal Data Protection Policy explains the terms under which anoGov/ANO processes the personal data of its Customers/Users, as well as the rights they may exercise, in accordance with the Regulation (EU) 2016/679 of the European Parliament and of the Council - General Data Protection Regulation (GDPR) - and other applicable national legislation on privacy and data protection, in particular Law No. 58/2019 of August 8 which ensures the implementation in Portugal of that Regulation.

anoGov/ANO is committed to ensuring the protection and security of the personal data of its users.

The personal information collected may include your name, email address, phone or mobile number, address, date of birth and other information. By using the anoGov website, you are accepting this Privacy Agreement.

The anoGov website maintenance team reserves the right to do readjustments or changes to this Privacy and Personal Data Protection Policy at any time and without prior notice. Therefore, we recommend that you consult our privacy policy regularly in order to be always updated.