
EXTRANET

Terms of use

Terms for access to the BMGE extranet for customers, partners and suppliers.

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The extranet is the protected area of BMGE's project platform for customers, partners and suppliers. By confirming these terms you receive your personal access.

§ 1 Provider and scope

- (1) The extranet is provided by Berger-Münch Engineering, Lda., Estrada Nacional 10, Complexo Industrial Sado Internacional, 283 A, Armazém D23, 2910-828 Setúbal, Portugal ("BMGE").
- (2) These terms apply to every person invited to the extranet by BMGE. Orders placed with BMGE are additionally governed by BMGE's General Terms and Conditions; services provided to BMGE by partners and suppliers are governed by the agreements made for them.

§ 2 Personal access

- (1) Access is personal and non-transferable. Login details and invitation links may not be shared. If further persons need access, BMGE will invite them on request.
- (2) Choose a secure password, keep it secret and inform BMGE without delay if you suspect misuse.
- (3) Your profile details (name, company, contact details) must be accurate and up to date.

§ 3 Confidentiality

- (1) All extranet content – in particular project schedules, minutes, drawings, technical concepts, dates and third-party contact details – is confidential. It may only be used for the respective project and passed on only to persons who need it for that project and are themselves bound to confidentiality.
- (2) Downloading, copying or forwarding content is permitted only for this purpose. BMGE's rights to design documents and know-how (General Terms § 19) remain unaffected.
- (3) Confidentiality continues after access ends; for trade secrets, for as long as they remain secret.

§ 4 Permitted use

- (1) In particular, it is prohibited to attempt to access areas or data not released to you, to retrieve content automatically, to upload malware or unlawful content, or to circumvent security measures.
- (2) Anyone uploading documents warrants that they are entitled to do so and grants BMGE the right to use them for the project.

§ 5 Communications and approvals

- (1) Communications, approvals and documents exchanged via the extranet satisfy the text form requirement. The effect of an approval is governed by the respective contract.

§ 6 Recording of meetings

- (1) BMGE records meetings held via the extranet (video conference) only if the participants have consented beforehand. BMGE announces a recording at the start. Each participant expressly consents for this meeting, for example using the “Agree to recording” button; the consent is logged. An ongoing recording is visibly marked for all participants.
- (2) If BMGE considers a sound or video recording necessary, for example for acceptances, defects, variations or technical decisions, BMGE may specify that the meeting only takes place with a recording and points this out in the invitation. BMGE may then exclude participants who do not consent from the meeting; the meeting is held with the remaining participants. Excluded participants receive the minutes and may comment in text form within 5 working days. They suffer no other disadvantage from their refusal. For BMGE's customers, § 24 (7) of the General Terms and Conditions applies.
- (3) Sound, video and shared screen content are recorded; the recording may be converted into text automatically. It serves only to prepare the minutes and to document the project content discussed, and only the project participants have access to it. BMGE deletes it as soon as the minutes have been approved, at the latest 6 months after the meeting, unless a statutory retention obligation applies.
- (4) The consent may be withdrawn at any time with effect for the future. A withdrawal during a meeting with recording leads to exclusion under paragraph 2. Details are set out in the privacy policy.

§ 7 Availability and liability

- (1) BMGE provides the extranet as a voluntary service and aims for high availability; there is no entitlement to uninterrupted availability. Please keep your own copies of important documents.
- (2) BMGE is liable for use of the extranet only for intent and gross negligence, for injury to life, body or health and under mandatory statutory provisions. Liability rules in a contract with BMGE remain unaffected.

§ 8 Suspension and end of access

- (1) BMGE may end access at any time, in particular after completion of the project, and suspend it immediately if misuse or a breach of these terms is suspected. You may end your access at any time by notice to info@bmge.pt.

§ 9 Data protection

- (1) BMGE processes your profile and access data and logs of logins and activities (e.g. time, IP address, documents accessed) to provide the extranet, enable project collaboration and ensure security (Art. 6 (1) (b) and (f) GDPR). Details and your rights are set out in the privacy policy at www.bmge.pt.

§ 10 Changes and applicable law

- (1) BMGE may amend these terms with effect for the future. The new version will be shown to you for confirmation at your next login; without confirmation, further use is not possible.
- (2) Portuguese law applies; mandatory consumer protection provisions of your state of residence remain unaffected.