

Gestix Products and Services Supply Terms and Conditions

Last updated: August 2026

These Terms and Conditions govern the supply and use of products and services marketed under the Gestix brand, developed and made available by WESTIX TI, Lda., hereinafter referred to as Westix.

Gestix products and services are intended exclusively for companies, sole proprietors, professionals, and other entities that use them within the scope of their respective business or professional activity, and are not intended for contracting for private purposes as a consumer.

Contracting a Gestix service implies acceptance of these Terms and Conditions, without prejudice to any specific conditions that may be agreed upon in writing between Westix, or its authorized partner, and the Client.

1. Gestix Products

Gestix ERP is a business management software solution offered on a subscription basis (Software as a Service — SaaS).

The Gestix line currently includes, among others that may be made available, the following editions :

Gestix Business

A solution primarily designed for sole proprietorships, family businesses, and small organizations, integrating management functionalities tailored to their respective activities.

Gestix Enterprise

A solution designed for organizations with more advanced user management and control needs, including the possibility of defining detailed access to menus, functionalities, and operations through employee or user profiles.

Westix also offers the vertical solutions Gestix POS, geared towards retail and restaurant activities, and Gestix Life, designed for senior living, continuing care and hospitality sectors.

Commercial availability, features, and conditions of each edition may vary over time.

2. Supply modalities

Gestix products can be made available in Cloud or On-Premises models.

2.1. Gestix Cloud

In the Cloud model, Westix provides the Customer with access to Gestix through IT infrastructure managed by Westix or by service providers contracted by Westix.

Unless otherwise indicated in the specific terms of the contracted service, the subscription includes the use of the software, application hosting and its database, regular Gestix updates, and access to the technical support channels provided for the service .

2.2. Gestix On-Premises

In the On-Premises model, the Gestix software is installed on IT infrastructure provided by the Client.

The subscription entitles the Client to use Gestix for the contracted period, but does not include, unless expressly stated otherwise, the installation , configuration or maintenance services of the server, operating system, network or other IT infrastructure of the Client.

When necessary, these services will be subject to analysis and specific proposal by Westix or an authorized partner.

Westix may establish minimum technical requirements for the installation and operation of Gestix in an on-premises environment.

3. Service configuration

Before contracting, the characteristics of the solution best suited to the Client's needs are identified, namely:

- * desired Gestix edition;
- * Required modules and features ;
- * Use or non-use of inventory management;
- * traceability by serial numbers , batches and/or expiration dates, when applicable;
- * number of workstations or simultaneous users ;
- * number of stores, establishments or locations ;
- * Cloud or On-Premises model;

* other modules, services or features contracted.

This configuration can be done directly through the website or online store, with the intervention of Westix, or through authorized partners.

The specific features selected by the Customer, together with the price shown and these Terms and Conditions, constitute the conditions applicable to the subscription .

4. Subscription duration

Unless expressly stated otherwise, each Gestix subscription is contracted for a fixed period of 12 months.

The subscription does not automatically renew simply by the passage of time. At the end of each 12-month period, the Customer may renew the service for a new annual period, upon payment of the applicable renewal price.

The price shown corresponds to the total annual period contracted, regardless of the payment method chosen.

When made available by Westix, the Customer may opt for payment of the annual fee in installments, namely through monthly payments by direct debit or other agreed payment method.

Monthly or installment payments are exclusively a method of paying the contracted annual fee, and do not convert the annual subscription into a monthly contract, nor do they grant the right to stop payments corresponding to the already contracted annual period.

5. Hiring Gestix On-Premises

When the Client selects the On-Premises option, the contract may be contingent upon a meeting or technical contact aimed at identifying the existing infrastructure, installation requirements, and any additional services needed.

Following this analysis, a specific proposal may be submitted relating, in particular, to:

Initial installation and configuration ;
Linux server configuration ;
* data migration ;
* Backup configuration ;
* Server administration and maintenance;
* technical interventions ;

* other services associated with the Client's infrastructure.

These services are not considered included in the Gestix annual fee, except when expressly stated in the proposal or specific terms and conditions agreed upon.

6. Storage in Gestix Cloud

Unless otherwise stated in the applicable commercial terms, a Gestix Cloud subscription includes up to 100 MB of database storage.

The effective capacity depends on the nature and volume of the information recorded. As a general guideline, 100 MB could allow you to store approximately:

- * 10,000 invoices and 10,000 items; or
- * This represents approximately 100,000 invoices with a reduced number of lines.

These values are merely approximate and do not constitute a guarantee of capacity.

Whenever the included capacity is exceeded, the necessary storage packages will be added to ensure service continuity.

Each additional package corresponds to 100 MB, billed according to the current price list. At the time of publication of these Terms and Conditions, the price is € 60.00 + VAT for each additional 100 MB per year.

Any additional packages used will be billed no later than the next annual renewal.

7. Customer Identification

For contracting, licensing and invoicing purposes, the Client must provide the data necessary for their correct identification, namely company name or business name, address, tax identification number, unique email address and other elements necessary for the configuration or invoicing of the service.

The Client is responsible for the accuracy and timeliness of the data provided.

The processing of personal data carried out by Westix is further regulated in the Privacy Policy published on the Westix website.

8. Gestix Cloud Activation

After payment confirmation, Westix proceeds with the creation and activation of the Gestix Cloud service.

The Customer will receive the following at the single email address provided:

- * the tax documentation corresponding to the payment;
 - * the credentials or instructions required to access Gestix;
- technical support channels .

Activation will normally be carried out immediately after payment confirmation and, in any case, by the end of the next business day, unless there are exceptional circumstances or specific configuration requirements .

9. Online contracting and possibility of return.

Notwithstanding the fact that Gestix products and services are intended exclusively for business or professional use, Westix grants the Customer a commercial right of cancellation for certain contracts made entirely online.

When the subscription has been:

1. contracted directly through the Gestix website or online store;
2. Payment is made online by the Customer; and
3. performed without the intervention of a Westix partner, consultant, or collaborator in the selection , configuration , or contracting process of the solution ,

The Customer may request cancellation of the subscription and a refund of the amount paid within 14 days of service activation , provided that no billing document has been issued through Gestix .

credit note , or other tax document issued through the contracted subscription is considered a billing document .

Issuing invoices through Gestix constitutes productive use of the service and terminates this commercial right to cancel.

The request must be made through the contact channels provided by Westix and must unequivocally identify the subscription in question.

Once the cancellation is accepted, Westix will proceed with deactivating the subscription and refunding the eligible amount through the payment method used or another method agreed upon with the Customer.

This option constitutes a commercial condition voluntarily granted by Westix to its professional clients and does not alter the commercial or professional nature of the contract.

10. Prices and taxes

The applicable prices are those indicated in the proposal, order, online store, or price list applicable at the time of contracting .

Unless expressly stated otherwise, VAT at the applicable legal rate is added to the prices shown.

Additional services, specific developments, training , data migration, travel , technical interventions , systems administration, or other work not expressly included in the subscription will be billed separately.

11. Renewal

At the end of the contracted period, the Customer may renew the subscription for a new 12-month period.

Renewal is not automatic and is only completed upon payment of the annual fee corresponding to the new period.

Westix may send the Customer a pro forma invoice or other renewal notice up to 60 days prior to the expiry of the current subscription.

To ensure continuity of service, the renewal payment must be settled by the last day of the already paid period.

For example, for a subscription that began on August 31, 2025, the renewal must be completed by August 30, 2026, in order to ensure continuity of service from August 31, 2026 onwards.

Upon renewal, any additional storage packages or other recurring services used by the Customer and which should be included in the new period will also be billed .

Failure to pay the renewal fee will result in the termination of the subscription at the end of the contracted period, without prejudice to the data retention period stipulated in these Terms and Conditions.

12. Price changes

Westix may update the prices of its products and services.

Any changes will only apply to new contracts or future renewal periods, and will not alter the price corresponding to the annual period already contracted.

The price applicable to the renewal will be communicated to the Client before the end of the current period, through the proposal, pro-forma invoice, price list or other suitable means.

13. Software updates , legal evolution and compliance

During the term of an active Gestix subscription, Westix will provide, at no additional licensing cost, any general software updates necessary to keep pace with legal, tax, or regulatory changes applicable to the functionalities included in the contracted edition.

This obligation applies to changes that:

1. be applicable to most legal entities, sole proprietors, or other entities covered by the market and country for which the contracted Gestix version is intended;
2. respect the functionalities already covered by the edition , modules or contracted services; and
3. can reasonably be implemented through updating existing functionality.

matters such as invoicing, taxes, fiscally relevant documents, legally required formats or files, and general requirements for electronic communication to the competent authorities are usually included, when applicable to the contracted product.

Westix will endeavor to make these updates available within a timeframe consistent with their entry into force, taking into account the official publication of technical specifications , documentation, test environments, and other elements necessary for their implementation .

13.1. Situations not included in the general updates

The following are not necessarily considered included in the standard subscription:

- * specific legal or regulatory requirements of an activity, profession, sector or individual entity;
- * adaptations exclusively necessary for a single Client or a restricted group of Clients;
- * Development of new modules or functionalities that are not included in the contracted edition;
- * Integration with new external providers, platforms, or systems;

- * fees, certificates, subscriptions, communications or services charged by third-party entities;
- * projects involving migration or substantial alteration of the Client's infrastructure;
- * Changes that require specifically contracted development or individualized technical intervention .

In these situations , Westix may present a specific proposal .

13.2. Changes dependent on third parties or official information

When the fulfillment of a new obligation depends on the provision, by a public authority or third party, of specifications , electronic services , certificates, APIs, homologation environments or other external elements, Westix cannot be held responsible for delays directly resulting from the non-existence, unavailability or late alteration of these elements.

13.3. Responsibility for use and configuration

Gestix is a tool designed to assist clients in fulfilling their administrative, commercial, accounting, and tax obligations.

It is the Client's responsibility to ensure that the configuration used, the data entered, rates, tax frameworks, document series , exemption reasons and other options correspond to their specific situation .

Whenever necessary, the Client should confirm their eligibility with their certified public accountant, tax consultant, or other competent professional body.

legal, accounting , or tax advisory services by Westix.

14. Technical support

technical support channels indicated by Westix for the contracted product.

The support is primarily intended to clarify doubts and resolve problems related to the normal operation of Gestix.

The following are not considered to be included in standard support, unless otherwise agreed :

- * extensive user training;
- * Development of specific functionalities;
- * processing or correction of data entered by the Client;

- * managing the Client's IT infrastructure;
- * Troubleshooting problems caused by third-party software or equipment;
- * interventions resulting from changes made by third parties;
- * Special data migrations or imports.

These tasks may be subject to additional budgeting or invoicing.

15. Customer Obligations

The Client agrees to use Gestix lawfully and in accordance with the functionalities and conditions agreed upon in the contract.

It is especially the Client's responsibility:

- * protect login credentials;
- * Limit access to the system to properly authorized individuals;
- * Keep user data up to date;
- * ensure the legality of the data and documents entered;
- * Do not attempt to circumvent technical or licensing limitations;
- * Do not allow the subscription to be used by entities not covered by the contract.

The Customer must notify Westix, as soon as they become aware, of any unauthorized use of their credentials or any incident that could compromise the security of the service .

16. Data entered into Gestix

The commercial, accounting, tax, personal or other data entered by the Client into Gestix remains the Client's responsibility and does not, by virtue of being stored or processed through the service, become the property of Westix.

In the Cloud model, Westix ensures the technical storage and protection mechanisms inherent to the contracted service, without prejudice to the responsibilities established in the Privacy Policy and, where applicable, in agreements relating to the processing of personal data.

and electronic security of the infrastructure, backups , equipment availability, and operating system are the responsibility of the Client, except to the extent that Westix has been specifically contracted to provide administration or maintenance services for this infrastructure.

17. Availability, maintenance and continuity of the Cloud service

In the Gestix Cloud model, Westix ensures the operation and maintenance of the infrastructure necessary for the provision of the service and will adopt appropriate technical and organizational measures aimed at promoting its availability, security and continuity.

Gestix Cloud is designed for regular use in a business environment. Westix will make technically reasonable efforts to keep the service available and to correct, as quickly as appropriate to their severity, incidents that significantly affect its use .

The service may, however, suffer temporary interruptions, particularly as a result of:

- * maintenance or upgrade operations ;
- * Installation of security patches;
- * Equipment, network, or data center failures;
- * failures of telecommunications operators or other external providers;
- * computer attacks or other security incidents;
- * situations of force majeure;
- * events beyond Westix's reasonable control.

Whenever foreseeable and technically feasible , Westix will endeavor to carry out scheduled interventions likely to significantly affect service availability during periods that minimize the impact on customer activity.

Unless specifically agreed otherwise, a Gestix Cloud subscription does not constitute a service subject to a contractual guarantee of availability corresponding to a certain monthly or annual percentage, nor does it include specific guarantees of maximum recovery time or automatic compensation for unavailability.

This provision does not prejudice Westix's liability for breaches of contract that are legally attributable to it.

17.1. External Dependencies

Certain Gestix functionalities may depend on third-party networks, systems or services, including hosting providers, communications , banking services, payment platforms, electronic invoicing services , interoperability networks, tax authorities or other public entities.

Westix cannot guarantee the availability of systems that are not under its control.

Whenever possible, we will seek to minimize the impact that the unavailability of these external services may have on the operation of Gestix.

18. Data backups and recovery

18.1. Gestix Cloud

In the Gestix Cloud model, Westix maintains backup procedures designed to allow for the recovery of service data in the event of technical failure , data corruption , infrastructure breakdown, or other incident likely to affect the database.

As backup copies constitute a measure for the continuity and operational recovery of the service and are not an autonomous documentary or historical archiving service made available to the Client.

The existence of backups does not guarantee the possibility of recovering any specific individual data, document, or historical record , nor does it ensure recovery without loss of information produced between the last recoverable copy and the time the incident occurred.

In the event of a serious incident, Westix may proceed with service recovery from the backup or recovery point that it considers technically most appropriate, seeking to minimize data loss and downtime.

The procedures, frequency, technologies, and retention periods for backup copies may be changed over time by Westix in accordance with the technical evolution of the infrastructure and the security measures adopted.

Westix may maintain backups in systems or locations that are technically independent of the main infrastructure, whenever this is considered appropriate for the continuity and security of the service .

18.2. Accidental disposal by the Customer

Backup copies do not constitute a guaranteed mechanism for recovering data that has been deleted, altered, or replaced by the actions of the Client or its users.

Whenever technically possible , Westix can provide assistance in recovering information from existing copies .

When recovery results from incorrect operation, accidental disposal , or other cause attributable to the Customer, and involves a specific technical intervention , Westix may charge for this service , after informing the Customer in advance.

18.3. Gestix On-Premises

In the On-Premises model, the creation , verification, storage, redundancy, and recovery of backups of the database, software, and other infrastructure are the responsibility of the Client, unless Westix has specifically contracted administration or backup services.

The mere signing of the Gestix On-Premises plan does not include Westix's responsibility for the implementation or operation of the Customer's infrastructure security backup systems .

When these services are contracted to Westix, the respective terms, frequency , retention , and responsibilities may be defined in a specific proposal or agreement .

19. Safety and cooperation in case of an incident

Westix will adopt technical and organizational measures appropriate to the nature of the service, taking into account the risks associated with the processing and storage of information .

However, no computer system can be considered completely immune to failures, vulnerabilities, attacks, or data loss .

In the event of an incident that could significantly affect data or service continuity , Westix will take reasonably necessary steps to:

- * to limit the effects of the incident;
- * preserve the integrity of the information whenever possible ;
- * restore service functionality ;
- * investigate and correct the underlying cause;
- * to fulfill the communication obligations that are legally applicable to it.

The Client also agrees to collaborate in resolving incidents related to their account, users, equipment, credentials, or systems integrated with Gestix.

20. Customer data retention and tax obligations

The Client is responsible for preserving their commercial, accounting, and tax documents, records, and data for the periods required by applicable legislation.

The provision of Gestix Cloud and its respective backups does not transfer to Westix the legal archiving obligations that fall on the Client as a taxable person, company or professional.

It is the Client's responsibility to ensure that they maintain , or are able to obtain through the mechanisms provided by Gestix, the documents, files, and other elements necessary to fulfill their legal obligations.

Whenever applicable, the Client must obtain and retain export records, SAF-T files, electronic documents , maps , invoice copies, or other documents whose retention is legally required .

20.1. Terms of subscription and database retention

Upon termination of the subscription , if not renewed, the Client's right to use Gestix ceases.

In the case of Gestix Cloud services, Westix will retain the database associated with the subscription for 30 days after the service termination date .

During this period, the Customer may contact Westix to request the recovery or export of data through technically available formats or procedures.

The Client's legal obligation to retain documents and data may extend beyond the duration of the subscription and the aforementioned 30-day period.

For this reason, the termination of the subscription does not obligate Westix to maintain the Cloud service or its database for the entire fiscal, accounting, or legal retention period applicable to the Client.

Thirty days after the subscription is terminated , Westix may permanently delete the database associated with the service, without any obligation to recover it later, without prejudice to data that must be kept by legal requirement or that remains temporarily in backup systems in accordance with applicable technical retention cycles .

The Client is responsible for ensuring, before the end of this period, the obtaining and preservation of the documents and data that it needs for commercial, accounting, tax or legal purposes.

20.2. Exporting information

Westix will provide the export and document retrieval functionalities included in the contracted Gestix edition.

Requests for data preparation, special conversions, historical information retrieval , development of specific exports , or technical assistance that exceed the normal functionalities of the product may constitute additional services subject to quotation .

20.3. Data integrity and accountability

The Client is responsible for the accuracy, completeness, and legality of the information entered into Gestix by its users or through systems authorized by it.

Westix is not responsible for any tax, accounting , or commercial consequences arising from incorrectly entered data, inappropriate tax classifications, incorrect configurations, or use of the software in a manner inconsistent with the instructions provided, except where the cause is directly attributable to a defect in the software itself.

21. Intellectual property

The Gestix software, its code , structure, interfaces, documentation , trademarks, graphic elements and other components are the property of Westix or used by Westix under the respective licenses.

The contract grants the Client an exclusive right of use during the subscription period , limited to the edition , modules , users, establishments, and other conditions agreed upon.

No intellectual property or source code of Gestix is transferred to the Client.

Except as expressly permitted by law, the reproduction, distribution , transfer , sublicensing, reverse engineering, or any other form of unauthorized exploitation of the software is not allowed.

22. Non-compliance and suspension

Failure to pay installments related to the contracted annual fee or serious breach of the terms of use may result in the suspension of the service, after notification to the Client and granting of a reasonable period for regularization, when applicable.

The suspension does not extinguish any amounts due or payment obligations arising from the contracted annual period.

23. Responsibility

Westix is responsible for fulfilling its obligations under the contract, in accordance with applicable law.

Without prejudice to the provisions of the following paragraphs, Westix shall not be liable for failures, unavailability, losses or damages that result directly from:

- * Incorrect use of Gestix by the Client or its users;
- * Introduction of incorrect, incomplete, or outdated information;
- * tax, accounting or functional configuration that is inadequate for the Client's specific situation;
- * credentials compromised due to an act attributable to the Client or its users;
- * equipment, networks, operating systems, software or third-party services;
- * Customer infrastructure failures in on-premises installations;
- * Changes made to the system or infrastructure by third parties without Westix's authorization;
- * unavailability of external services, public authorities, telecommunications operators, financial institutions, interoperability networks or other systems not under Westix's control;
- * cases of force majeure or other circumstances beyond Westix's reasonable control.

23.1. Compensable Damages

To the extent permitted by applicable law, Westix's contractual liability will cover direct property damages that are a direct consequence of a breach attributable to Westix and that are duly demonstrated by the Client.

Except where the law does not permit such exclusion or limitation, Westix shall not be liable for indirect or consequential damages, including but not limited to loss of profits, loss of business opportunities, loss of expected revenue, loss of anticipated savings, or losses arising from commitments made by the Customer to third parties.

23.2. Limit of contractual liability

Except in the cases mentioned in section 23.3, Westix's total and aggregate contractual liability arising from a fact or set of facts relating to the same event or cause is limited to the amount actually paid by the Customer to Westix in respect of the directly affected Gestix service in the 12 months immediately preceding the event giving rise to the liability.

When the affected service has been contracted for a period of less than 12 months, the amount actually paid by the Customer in relation to that service since the beginning of the respective subscription shall be considered for this purpose.

When the subscription covers multiple stores, establishments, entities, modules, or services that are valued independently, the limit will be determined, whenever possible, by the amount paid in relation to the directly affected component.

23.3. Situations not covered by the limitation

The exclusions and limitations set forth in this clause do not apply to the extent that their application is prohibited by law.

In particular, nothing in these Terms and Conditions excludes or limits Westix's liability:

- * through intentional action or gross negligence;
- * for damage caused to the life, physical integrity or health of people;
- * for liability that, under mandatory legal provisions, cannot be contractually excluded or limited;
- * in other cases where a limitation of liability is legally inadmissible.

23.4. Mitigation of losses

The Customer must take all measures reasonably within their reach to avoid or limit losses arising from any incident or non-compliance, in particular by notifying Westix, as soon as reasonably possible, of any relevant problem that comes to their attention.

In determining any potential liability, the circumstances in which an action or omission by the Client or its users contributed to the occurrence or aggravation of the damage will also be considered, in accordance with applicable law .

23.5. Proportionality

The limitations set out in this clause take into account the nature of the services provided, the respective subscription model, the contracted price, the division of responsibilities between Westix and the Client, and the possibility for the Client to contract, when available, additional services or conditions suited to specific needs of continuity, availability or risk.

24. Third-party services and integrations

Certain Gestix functionalities may depend on services provided by third parties, including communication services, payments, electronic invoicing , interoperability networks, public authorities, banking services, or external interfaces .

The availability and conditions of these services may depend on the respective providers.

When a third-party service has its own costs or specific conditions , these will be indicated to the Client whenever applicable.

25. Changes to the Terms and Conditions

Westix may update these Terms and Conditions to reflect changes in products, services, technical requirements , applicable legislation , or business practices.

The changes will not affect the economic conditions corresponding to the already contracted annual period, except when the change is necessary due to legal, regulatory or safety requirements .

The updated version will be available on the Gestix website.

26. Communications

Communications regarding the contracting, invoicing, renewal, and operation of the service may be made through the email address provided by the Client.

The customer must keep their contact information up to date.

27. Applicable legislation

These Terms and Conditions are governed by Portuguese law.

Gestix products and services are intended exclusively for use within the scope of business or professional activities.

28. Dispute resolution

In case of doubt , complaint or dispute related to Gestix products or services, the Customer should contact Westix through the channels available on the website.

Without prejudice to applicable mandatory legal provisions, the parties shall endeavor to resolve in good faith any dispute relating to the interpretation or execution of the contract.

29. Identification and contact

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