

## 1. PURPOSE AND GENERAL CONSIDERATIONS

- 1.1. These terms and conditions of use (“Terms of Use”) define the rule for access and use of the EFACEC Group Supplier Portal (hereinafter referred to as “efasst”) and the respective Private Area.
- 1.2. The Terms of Use apply to all public and/or private entities that are or intend to be efasst users.
- 1.3. EFACEC Serviços Corporativos, S.A., NIF (tax ID) 513 233 962, with head office at Parque empresarial Arrosteia (Poente), S. Mamede de Infesta, (“EFACEC SC”) reserves the right to amend, supplement or delete the Terms of Use in part or in full, as well as to establish new Terms of Use. Such amendments or additions to the Terms of Use shall go into force after their release in efasst; therefore, Users must consult them regularly. At any time, Users may consult the updated version of the Terms of Use, available at <http://www.efacec.pt/en/suppliers/>
- 1.4. Users must fully comply with the Terms of Use, and any User who does not agree with any of the provisions thereof must discontinue use of efasst.

PLEASE READ THE TERMS OF USE CAREFULLY. YOU MUST ACCEPT THE TERMS OF USE WITHOUT ANY RESERVATIONS, CONDITIONS OR MODIFICATIONS IN ORDER TO USE EFASST.

## 2. INTELLECTUAL PROPERTY RIGHTS

- 2.1. The efasst portal is property of EFACEC SC, and its content, including, in particular, the brands, design, logos, images, photographs, videos and software presented or provided therein, is protected by Portuguese and community law and/or international conventions, by intellectual property rights and/or by related rights held by or licensed to companies of the EFACEC Group or third parties.
- 2.2. User must in no way copy, reproduce, publish, import, use or exploit, directly or through third parties, any items provided in efasst for commercial or other purposes without the prior written authorisation of EFACEC SC or third-party holder of such rights.

## 3. USE

- 3.1. As a condition for use of efasst according to the conditions set forth in these Terms of Use, User agrees to:
  - 3.1.1. Respect the rights of EFACEC SC and third parties;
  - 3.1.2. Respect and comply with these Terms of Use;
  - 3.1.3. Not undermine morality and respect any and all laws, using the features and content provided in efasst correctly, responsibly, appropriately, and in strict compliance with the Terms of Use;
  - 3.1.4. Not modify the software in any way or use modified forms of the software, particularly with the objective of obtaining unauthorised access to efasst or any restricted content.
  - 3.1.5. Not send or transmit illegal, false, defamatory or deceptive information through efasst.
- 3.2. User is responsible for data, information and elements introduced to efasst by such party, as well as for documents sent, particularly in Electronic Queries.
- 3.3. User undertakes to not introduce any file or information to efasst that could harm the normal operation thereof, further undertaking to apply appropriate measures to prevent the spread of any computer virus.
- 3.4. Any modification of information provided on efasst or any other action that may damage and pose a risk to the integrity of efasst is strictly prohibited, subject to penalties set forth under prevailing law and the obligation of compensation for any damage caused.
- 3.5. If uncertain about the legitimacy of information contained in efasst, User must contact EFACEC through other means of communication in order to request corresponding confirmation.
- 3.6. EFACEC SC reserves the right at any time to take all necessary measures, including restrictions or limitations upon access, in order to ensure the integrity and security of efasst or to prevent losses, misuse or changes to the content provided therein.
- 3.7. At any time and for its own convenience, EFACEC SC may amend, suspend or discontinue any of the features or content provided on efasst, without prior notice and without any obligation to compensate third parties for such modification.

## 4. CONDITIONS OF ACCESS

- 4.1. Use of the efasst Private Area requires prior registration, including the fulfilment of all mandatory requirements inherent to the registration, in addition to acceptance of the Terms of Use. User is responsible for the accuracy of information transmitted during registration. In order to better understand the registration procedure, User is provided a Support Manual in efasst.
- 4.2. Optional information cannot be entered during the registration process, which may, however, prevent access to certain existing efasst features.
- 4.3. After proper completion of registration, User will be assigned an efasst user account.
- 4.4. In the “Profile Management” area of efasst, User (hereinafter referred to as “Master User”) may create and manage related user access profiles (hereinafter referred to for such purposes as “Child User”) through his/her user account, and Master User may activate, remove and/or modify such access profiles.
- 4.5. A Child User may only access efasst if the Master User activates the respective access profile available on efasst.

4.6. A Username and Password are used to access the efasst Private Area. User (Master User or Child User) is responsible for diligent use of the Username and Password, undertaking to not make such items available to third parties. User is also responsible for any damage and/or loss caused by loss or incorrect use of the Username and/or Password.

4.7. Through express written consent of User submitted to EFACEC SC, EFACEC SC may register User on efasst and suggest activation of Child Users, while also updating the data contained in the user account.

4.8. At any time, EFACEC SC reserves the right to suspend, interrupt or cancel the access levels of User (Master User or Child User) due to reasons of security, integrity of information or other force majeure circumstances.

## 5. ELECTRONIC QUERIES

5.1. Through efasst, EFACEC group companies may conduct queries of registered users (“Electronic Queries”) in order to obtain information about conditions for potential supply of goods and services.

5.2. An invitation to participate in Electronic Queries may be sent to the primary email address of User entered at the time of registration, as well as to email addresses entered in Child User access profiles.

5.3. Any entity’s registration in and access to efasst does not constitute any contractual relationship with any company of the EFACEC Group and does not confer any legitimate expectation, right of exclusivity or right to participate in queries, negotiations and/or awarding of any supply.

5.4. Likewise, the invitation to participate in Electronic Queries does not give User any legitimate expectation or right of exclusivity or right to participate in the consultation, negotiation, awarding and/or execution of any contract with any EFACEC group company.

5.5. All information, designs, writings or drawings, final designs, software, studies, reports or any other documents provided within the scope of Electronic Queries are the exclusive property of EFACEC group companies or third parties, may only be used by User for purposes of reply to Electronic Queries and must not be disclosed to third parties, subject to the provisions of paragraph 2 *supra* and paragraph 9 *infra*.

5.6. The Terms of Use do not govern the conditions of supply between EFACEC group companies, which must be agreed upon between the relevant parties.

## 6. PURCHASE ORDERS

6.1. User must accept Purchase Orders issued by any entity of the EFACEC Group and provided on efasst through confirmation of such Purchase Orders in the efasst area provided for such purposes (if such area is unavailable, this confirmation must be made through other means as indicated on the purchase order).

6.2. Acceptance of the Purchase Order constitutes tacit declaration that User fully agrees to comply promptly with the Purchase Order, accepting the respective terms and conditions without reservations.

6.3. Any modification of any element of a Purchase Order proposed by User via efasst will only be deemed to be accepted if expressly approved by a relevant entity of the EFACEC Group.

## 7. DATA PROCESSING, TRANSFER AND PROTECTION

7.1. By accepting the Terms of Use, User authorises the processing of data provided thereby, as well as the transfer thereof between companies within the EFACEC Group, which may be consulted through the official website ([www.efacec.com](http://www.efacec.com)) of the EFACEC Group.

7.2. By accepting the Terms of Use, User also represents and warrants that any transfer of personal data corresponding to User or third parties to EFACEC SC and other companies of the EFACEC Group is legitimate and performed in strict compliance with applicable law.

7.3. EFACEC SC is the recipient of personal data that may be transmitted through efasst, and such data may be transmitted to other companies within the EFACEC Group. Such data are intended for contact management with Users. The data subject may access, modify and correct the data via the platform, or remove data by sending an email to [efasst.support@efacec.com](mailto:efasst.support@efacec.com).

7.4. Although EFACEC SC maintains the functionality of appropriate technical resources to prevent the loss, misuse, modification, unauthorised access and misappropriation of personal data submitted or transmitted thereto, EFACEC SC emphasises and warns that online security measures are not invulnerable and that it cannot guarantee that third parties will not view such data.

7.5. EFACEC SC undertakes to:

7.5.1. Not use information related to Users that has been submitted by Users without their authorisation except for the purposes for which such information was intended;

7.5.2. Process and use data received from Users in accordance with laws applicable at any time.

7.6. EFACEC SC may correct, delete or block incomplete or incorrect data or any data that otherwise does not comply with laws in force.

7.7. All data provided by Users must correspond to their current status. In the event of change, Users must immediately update corresponding data in efasst area provided for such purposes.

## 8. LIABILITY AND WARRANTIES

- 8.1. The purpose of efasst is to streamline procurement, negotiating and purchasing processes in order to enhance and stimulate potential commercial relations between various companies of the EFACEC Group and their respective partners.
- 8.2. Information available at efasst may not be exhaustive, updated and comprehensive and may be linked to external websites over which EFACEC SC exercises no control or responsibility whatsoever.
- 8.3. EFACEC SC will strive to minimise inconveniences caused by technical errors or faults. However, it is impossible to guarantee the non-interruption or non-disruption of access to efasst to the extent that certain information or other content may be created or developed in files or formats that are not error free.
- 8.4. EFACEC SC cannot guarantee in any way to User that:
- 8.4.1. The features and content provided in efasst meet or may be suitable for meeting any needs or expectations of User;
- 8.4.2. Any existing software error will necessarily be corrected.
- 8.5. No advice or information obtained by User through features and content provided on efasst will create any guarantee if not provided in these Terms of Use.
- 8.6. EFACEC SC is not responsible for:
- 8.6.1. Any loss or damage incurred by any User related to information contained in efasst. If information contained in efasst differs from information available in paper format, the latter shall prevail. If uncertain about any information contained in efasst, User must request clarification from EFACEC SC through other means of communication.
- 8.6.2. Any damage, including loss of data and information or delays incurred by User, with User solely responsible for use of content provided or downloaded by or through efasst.
- 8.6.3. Difficulty or impossibility accessing or using any efasst features and/or content by virtue of delays, interruptions, communications errors and outages, or corresponding loss of information, particularly any deficiencies or failures caused by the communications network of communications services provided by third parties, computer systems, modems, connection software or any computer virus or from download of infected files or files containing viruses or properties thereof that may affect User's terminal equipment, particularly if User does not install adequate software to protect access as well as in situations of unforeseeable overloading of computer systems.
- 8.6.4. Any losses incurred by User and/or third parties that may result from technical failures in the capture, viewing or use or resulting from failure to update efasst features and/or content.
- 8.6.5. Any losses incurred by User and/or third parties that may result from any unauthorised use of EFACEC SC servers and/or any information and data hosted thereon.
- 8.6.6. Correction or updating of information contained in efasst.
- 8.6.7. Any errors, deficiencies or inaccuracies of efasst content and any damage that any errors, deficiencies or inaccuracies of such content may cause to User.

## 9. CONFIDENTIALITY

- 9.1. Supplier undertakes to not disclose any information provided in restricted areas of efasst for its own benefit or that of third parties.
- 9.2. The confidentiality obligation remains in force even after cancellation of User record for any reason.

## 10. TECHNICAL SUPPORT

- 10.1. The efasst portal may obtain IP (internet protocol) addresses in order to manage the system with the aim of collecting and standardising information or supervising the use thereof.
- 10.2. The efasst portal uses cookies. By navigating within the application, User authorises the use of cookies. For further information, refer to the portal's terms of use at [www.efacec.pt/en/suppliers/](http://www.efacec.pt/en/suppliers/).
- 10.3. Non-acceptance of cookies will limit the functioning, access and use of certain efasst features. EFACEC SC provides all efasst support documentation at [www.efacec.pt/en/suppliers/](http://www.efacec.pt/en/suppliers/). Without prejudice to the existence of this documentation, User may consult contacts provided in efasst to clarify any questions or report any errors detected while using the portal.

## 11. FINAL PROVISIONS, APPLICABLE LAW AND DISPUTE RESOLUTION

- 11.1. If any of the provisions of the Terms of Use is declared void or unenforceable or is invalidated, such status shall not affect the validity or enforceability of other clauses, which shall remain fully in force.
- 11.2. The Terms of Use are governed in all aspects by the laws of Portugal.
- 11.3. The Parties submit exclusively to the courts of the judicial district of Porto to resolve any disputes that cannot be settled by mutual agreement relating to the interpretation and application of the Terms of Use.