Termes & Conditions

Context

PROZIS® reasserts the commitment of protecting its customers' and website visitors' data. Thus, and in compliance with the General Data Protection Regulation (GDPR - Regulation [EU] 2016/679 of the European Parliament and of the Council of 27 April 2016) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, PROZIS has revised the Terms and Conditions of Use of the online store as well as its Privacy Policy. The new wording of these texts will take effect from the 25th May of 2018.

General Terms and Conditions of Use

Access to and navigation on this site are subject to these General Terms and Conditions of Use, which are part of the General Conditions of Sale of the online store www.prozis.com and also to the Privacy and Data Protection Policy presented by the company PROZIS.COM, S.A., tax no. PT506806693, headquartered at Zona Franca Industrial, Plataforma 28, Pavilhão K, Modelo 6, Caniçal, 9200-047 Machico, Portugal, hereinafter referred to as PROZIS®, by reference to the trademark it owns.

Introduction

Sales made via the online store www.prozis.com presuppose the acceptance by the customer of the General Conditions of Sale that are established in compliance with the legislation applicable to the e-commerce sector in general as well as with the applicable rules on quality and safety of foodstuff and environmental matters.

PROZIS, however, reserves the right to change these General Conditions of Sale without prior notice and is obliged to publish any changes to this website.

PROZIS may not be held responsible for any facts arising from the unavailability of the site, whatever its duration, and reserves the right to restrict access to certain areas of the site for technical reasons or in order to comply with legal obligations.

Concepts and Definitions

Customer - any natural person over the age of 18 and who creates a customer account under the commitment that all information related to their identification and other required data for the placement and processing of their orders are true, up-to-date and complete. For all purposes, PROZIS considers that a legal entity is identified and individualized by the connection between its commercial designation, registered office and Tax ID number indicated at the time of creation of the respective customer account.

Cookie - small data file sent to the customer's electronic device, which is stored in it. When an account is created on the website, the customer's device will store a cookie that will allow the customer's automatic identification on each future visit of the website.

Cookies are also used so that the system may track the customer's steps during a shopping session. If the customer fails to accept the use of essential cookies, the customer will not be able to use this website.

Personal data - information relating to an identified or identifiable natural person ("data subject"), which is directly or indirectly identifiable by reference to an identifier (e.g. name; identification number; e-mail address; IP address; etc.).

Intellectual Property - all intellectual property rights to the software and content made available through this website are property of PROZIS and are licensed and protected by worldwide laws and treaties. All these rights are reserved to PROZIS and its suppliers.

The customer may save, print or present the contents of this website for their personal use only.

Publication, manipulation, distribution or reproduction, in any format, of any content made available in this website is forbidden, as so it is its connection to any business or company.

PROZIS - registered trademark owned by PROZIS.COM, S.A.

Data processing - an operation or set of operations performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

Controller - PROZIS.COM, S.A., as identified above.

Customer Service - the support, order management and customer account service of the online store, carried out by PROZIS.COMMERCIAL, S.A., tax no. PT507107381, a company which is part of the same business group as the controller, acting under a service agreement entered into with PROZIS for that specific purpose.

Pseudonymisation - the processing of personal data is, whenever possible, in such a manner that the personal data cannot, without the use of additional information, be associated with a specific individual; this additional information is kept separately and is subject to technical and organizational measures to ensure that the personal data are not attributed to an identified or identifiable natural person.

Website – internet website www.prozis.com, titled and operated by the company PROZIS.COM, S.A. for the purpose of promoting and selling the products of that online store. The safety and the operationalization of the site as the computer processing of orders is provided by the company PROZIS.TECH, S.A., tax no. PT504276638. The logistic management of the sales is provided by the company VERYFEX, S.A., tax no. PT509838057. The financial management of the operations is provided by the company PROZIS.GROUP, S.A., tax no. PT509423272. With each of the said companies, which belong to the same business group of the controller, the necessary service contracts have been concluded, including the Privacy and Data Protection Policy.

Physical address of the commercial establishment - the headquarters of the company PROZIS.COM, S.A., based at Zona Franca Industrial, Plataforma 28, Pavilhão K, Modelo 6, Caniçal, 9200-047 Machico, Portugal, being this the address to which the consumer should address written complaint.

Object

These General Terms and Conditions of Use are intended to define the conditions of access and site navigation by the customer who intends to make purchases in the online store. The General Conditions of Sale text aims to regulate the terms of the commercial transactions set between PROZIS and the Customer. The Privacy and Data Protection Policy aims to identify privacy protection measures with regard to the processing of personal data and the free movement of personal data, including the personalized management tools for personal data provided by customers.

I - General Conditions of Sale

1.1 Ordering and Purchasing Process

The ordering and purchasing process is only possible after the creation of a customer account and/or the customer's login to the online store, which should follow the various sequential steps of the ordering process that will allow registration of the purchase.

Payment Terms and Methods

Upon completion of the ordering process in the customer's personal account, the purchase will be registered and the customer will have a deadline, indicated in the payment method selected, to proceed to the payment. At the end of this period, if there is no confirmation of payment, and provided that the customer has not selected the cash on delivery payment method, the order will be cancelled. Some payment methods allow the saving of the data required to carry out the payment transaction. However, in this context, no personal data of the customer will be stored, so, such data management should be done directly with the service provider. Exception should be made for situations where the service provider allows the management of personal data to be made directly on our website, in which case, whenever in compliance with the applicable legal provisions, the indications issued by the provider will be complied with, in particular in protection of personal data. In either case, no data related to payment information provided by the customer will be stored unless prior and express consent has been given by the customer.

PROZIS offers several types of payment methods for purchases made through the online store:

Cash on Delivery

When choosing the Cash on Delivery payment method, the payment will only take place upon order delivery. Orders placed with this payment method are limited to a maximum of 250,00 €. Depending on the carrier, the payment may be made by debit card or cash. The customer should take note that, for payments in cash, the exact amount to be paid should be provided as couriers are not required to carry change. This means that, if the amount

paid is higher than the amount charged, the customer will risk losing the difference, for which PROZIS cannot be held responsible.

Remark: For public health reasons, the cash-in-hand payment option may be suspended. Whenever that occurs, such information shall be included on the text box of that payment method, made available on the last tab of the order procedure. This payment method may cause the charge of an additional delay of 24 hours on order delivery. Opting for this method may also determine an additional cost to be charged by the selected carrier. The aforesaid delivery times will be met if under normal order processing conditions, with a proviso for the cases of exceptional increase in the volume of orders that may occur during festive periods or during promotional campaigns, as well as for other eventualities that may prevent the regular provision of the delivery service.

Credit Card

The customer can make the payment using a credit card and so benefiting from the liquidity and payment conditions offered by their bank. The use of this payment methods presupposes, at least until the moment of the purchase, the indication of the 16 digits, as well as of the three digits of the safety code (CCV) of the card, of the respective expiration date and of the name of its holder, which shall correspond to the name of the account holder or to the name of one of their household members. Whenever such requirements shall not be met, the customer may be required to provide additional clarification in order to comply with fraud detection and safety control procedures.

Is it safe to make an online payment using my credit card?

All transactions on our website are secure.

PROZIS uses a sophisticated fraud detection and prevention mechanism. Through this solution, it is possible to verify the authenticity of payments made online, simultaneously ensuring the integrity and security of the customer's data as well as their identification. This security is enabled by Secure Sockets Layer (SSL) technology, which encrypts communications between customer's software and our server so that communications cannot be intercepted. Therefore, PROZIS reserves the right to refuse the payment of an order if the transaction is found to be unlawful. Any and all activities deemed illegal will be immediately reported to the competent authorities.

3D Secure

3D Secure is a communication protocol designed to improve the security of online payments and to enable the authentication of the credit card user by the credit card issuing bank. Following a payment to an online store, a process is triggered to verify if the card used is valid. Should the credit card be considered valid, the security systems associated with the 3D Secure protocol verify the customer's identity, resorting to the credit card issuing bank in real time, which, in turn, validates the customer's identity and reports confirmation that the card used is legitimate. Such control is intended to protect credit card holders by reducing the likelihood of fraudulent use of their cards, ensuring greater effectiveness of the transaction. This protocol is used by Visa, under the name "Verified By Visa" and by Mastercard, under the name "Secure Code".

How is the credit card payment processed?

After selecting the credit card payment option and clicking "Buy" on the last stage of the purchase process, the customer will be redirected to the webpage of the entity that ensures the payment transaction. On the said webpage, after choosing between the VISA and Mastercard option, the credit card details shall be entered, namely the ones abovementioned. In that sequence, the customer should click the "I validate my payment" button.

If payment is declined, in the shopping cart window a message will be sent to the customer, indicating the verified error. In such event, a new payment attempt is recommended; if the problem persists, contact with the respective bank or the credit card issuing entity for further information is recommended.

Once paid, the amount will be immediately debited from the customer's credit card account. If, for any reason, there should be the need to cancel the order, in whole or in part, the amount will be refunded within five working days. Predictably, the transaction will be reflected in the customer's card statement after three business days from the date it was made.

Remark: Payments are always made in Euros, even when prices are displayed in other currencies. Some banking entities may charge exchange rates. PROZIS is totally unaware of this fact and therefore takes no responsibility for it.

Depending on the country, PROZIS may offer other payment methods, the description of which will be made available, on demand, by the Customer Service Department:

- ATM
- Paypal
- SEPA Bank Transfers
- Instant Wire Transfers
- Cryptocurrency Payment
- Deferred Payment

Remark: Due to the current economic conjuncture and the recent international constraints, not all payment methods may be available at the same time. For this reason, the identification and the conditions of use of each payment method available at any given time are published in the last step of the order procedure, immediately prior to its confirmation. Such conditions will, as such, only be valid for the respective purchase, considering, for this purpose and whenever applicable, the validity period of the same.

Order Cancellation

The customer can only cancel the order prior to the respective payment and processing. If that should be the case, cancellation should be requested by choosing the "Orders" option, available in the personal area of the customer account. To do so, the customer must select the order that intends to cancel and click on the "Cancellation Order" button. Once the order has been cancelled, a message requesting confirmation of that purpose shall be displayed.

Remark: Order cancellation is only possible through the abovementioned process. Any similar request made by other means cannot be fulfilled.

1.2. Delivery Process

Once the order has been shipped, the customer will receive a confirmation email with their invoice, the assigned shipping number and a hyperlink that will allow the tracking of the order on the carrier's website. The customer may also have access to that hyperlink by logging in to their account and clicking on the "Orders" tab, available on the sign-in page and by accessing the "Help" icon on the site header bar, following the "Track Order" option. Either way, the customer will be provided with all information about the order, including the hyperlink abovementioned.

Attempting to track the order online upon receipt of the shipment confirmation email may not return any results. Shipping information may take up to 24 hours from receipt of shipment confirmation to be updated on the carrier's website without liability to PROZIS.

Orders are delivered from Monday to Friday, except for local or national holidays, at the address indicated by the customer when placing the orders.

Delivery Services

PROZIS provides regular delivery services, which are subject to the own procedures of the carriers, in particular regarding the customer's personal data required to fulfill the delivery obligation, the shipping methods, delivery times, costs and constraints associated with the requirements of the orders to be delivered and with the procedures related to the validation of the recipient's identity (or of the identity of the third person acting on their behalf).

PROZIS cannot be held responsible for any modification on the service conditions provided by the carriers as PROZIS is only obliged to assure that the carriers' procedures used on each delivery process are in full compliance with the terms and conditions in force at the time of the confirmation of the purchase by the customer. The specificity of some product segments may justify the establishment of a minimum purchase price, which will always be indicated at the last stage of the ordering process.

Prior to ordering frozen products, customer should be aware of the special conditions of transport and handling of the order as the refrigeration of such products is ensured by distributing them in cool boxes containing dry ice. By way of example, the following **safety measures for the transport and handling of frozen products** are listed: (i) the transport shall be carried out in a separate and isolated compartment from the driver; (ii) the box shall not be left inside the motor vehicle for long periods of time; iii) the box should be kept out of the reach of children; iv) the box must remain in a ventilated place; v) the product must be kept in an appropriate and ventilated container; vi) dry ice should never be used or stored in small areas, basements or store-rooms without ventilation; vii) dry ice may only be handled with insulating gloves or appropriate tools (e.g. tweezers); viii) the ingestion of dry ice and / or skin contact is extremely hazardous.

Warning: The abovementioned rules must be observed whenever any frozen product is added to an order, and even if no special transport or handling conditions is applicable to the remaining products of the order, as the thermal box of the frozen product (s) will be included in the shipping carton of all ordered products.

Thus, the available shipping options may depend on the sort of products to be delivered, to the address of destination, to the shipping method (home delivery or pick-up point collection) or even, whenever the 24h service is selected, at the time of the validation of the payment method.

The expected delivery time, as well as other eventual constraints or relevant remarks in force at the time of the conclusion of the purchasing process will be noted, as an informative remark, on which of the delivery options displayed on the "Shipping methods" tab.

Warning: the delivery times, counted from the date of the effective delivery date, are merely indicative as shall only be applicable whenever no physical or structural constraints are verified (e.g.: incorrect addresses or force majeure events as strikes, missed connections, extreme weather events, etc.). Exception shall also be made to situations where an exceptional volume of orders is verified, which shall occur during festive times and when promotional campaigns take place, as well as other events which prevent regular delivery service.

Customer may, therefore, receive the order at an address of their choice (exception made to PO Boxes). To do so, the customer only needs to provide the address where will be present 9am and 7pm of the day scheduled for delivery. An attempt to deliver to the address indicated will be made by a courier from the chosen transport service.

Remark: It is not possible to choose a specific delivery time as it will be conditioned by the courier route on the day of delivery, which is exclusively set by the transport service.

The indication of an incorrect or incomplete delivery address may result in the order being returned to PROZIS and may lead to additional costs for the customer; for this reason, it is highly recommended that the customer always makes sure that the delivery address indicated at the time of the order placement is effectively correct and complete. Once the order is placed, it is not possible to change the delivery address or the provided billing data.

In contrast, if an option for the pick-up point collection is made, customer will be subject to a time limit for the collection, no less than seven days, but exclusively determined by the selected courier service and by this solely confirmed, via SMS directly sent to the customer, under the penalty of returning the order to PROZIS.

Warning: In either case, for reasons of service organisation and the carriers' distribution procedures, the recipient's identification data will be printed on a label that will be placed on the outside of the shipping box. As this is personal data of the customers, it is advisable to destroy or erase the data, after receiving the order, so to prevent such data from being consulted by third parties after the disposal of the packages at the recycling points.

Shipping costs are automatically calculated by the system and may vary accordingly to the following circumstances:

- actual or volumetric weight (whichever the higher);
- total amount of the order*;
- range of products**;
- delivery address;
- carriers pricing fees, which are subject to regular updates.

Shipping costs are automatically updated as the products are added to the shopping cart. These specific purchase conditions are clearly identified during the ordering process and immediately before the confirmation of the respective purchase.

* Ordering frozen products may be subject to a minimum purchase amount and to the payment of the transport packaging in low value orders.

Reimbursement of shipping costs

There are three possible situations due to which the reimbursement of shipping costs may take place:

i) Failure to deliver the order for reasons attributable to PROZIS or to the carrier: the customer will be fully reimbursed for any amount paid as delivery costs. A PROZIS' Customer Service returns and refunds employee will contact the customer in order to confirm the right to reimbursement and to provide any further clarification on this matter.

ii) Error in the shipped product(s) shipped or shipment of defective product(s): The customer will be reimbursed in full for any amount eventually paid as shipping costs only if the error or defect occurs in all products shipped. For more information on this matter, see section 1.5. below.

iii) Right of withdrawal from the contract: in compliance with articles 9 and 11 of Directive 2011/83/EU of the European Parliament and of the Council of 25 October 2011 applicable to distance and off-premises contracts, to withdraw from this contract within 14 calendar days without giving any reason.

The period for exercising the right of withdrawal shall expire 14 days from the day following the day on which the consumer, or a third party other than the carrier and indicated by the consumer, acquires physical possession of the goods.

To exercise the right of withdrawal, the consumer must inform of their decision to withdraw from this contract via an unequivocal statement, sent by post to PROZIS - **Rua do Cais, No. 198, Fontarcada, 4830-345 Póvoa de Lanhoso, Portugal**, which must be preceded by a message to the Customer Support Service, available on the www.prozis.com website. The order number and the description or reference of the product(s) to be returned must be communicated in this contact, as well as the intended form of reimbursement of the amount paid.

The customer may use the electronic withdrawal form available here, or, alternatively, the download the paper version of the form here, but it is not mandatory.

To meet the withdrawal deadline, customer must send their communication concerning their exercise of the right of withdrawal before the withdrawal period has expired described below.

The procedures set out in the Annex to that document and to the provisions of point 1.3. infra (Returns) shall apply to the exercise of this right of withdrawal. In this context, PROZIS will fully reimburse the amount that the customer may have paid by way of delivery, with the exception of: **a)** any supplementary costs resulting from the choice of a type of delivery other than the least expensive type of standard delivery provided by us; **b)** any costs of returning the order as a result of this exercise of the right of withdrawal. In either case, the customer will bear the cost of returning the items to the warehouse.

Within 24 hours, PROZIS will acknowledge receipt of the intention to terminate the contract.

The reimbursement will be made without undue delay and within 14 days of receiving the returned item(s) in PROZIS' warehouse with prior notice. PROZIS shall communicate to the consumer an acknowledgement of receipt of such withdrawal within 24 hours.

Remark: PROZIS will carry out the reimbursement of the cost of the products using the same payment method used for the initial transaction, unless expressly agreed otherwise by the consumer; in any event, the consumer will not incur any fees as a result of the reimbursement of the amounts paid by way of delivery.

Procedures applicable to incidents

In the event that a prepaid order* is returned to PROZIS for reasons attributable to PROZIS, the amount paid for the purchase will be refunded, including delivery costs and return shipping costs.

* Prepaid orders are all those that do not correspond to cash on delivery.

The customer may choose to be refunded on the original payment method or through a refund coupon that may be used on a future order. The coupon will be valid for 12 months from its issuing date. After this validity, no refund will be possible.

If the reason for the unsuccessful delivery and return of the order is the responsibility of the carrier, regardless of the chosen payment method, the customer will have to file a written complaint which will be analyzed by the carrier.

Alternatively, and subject to the prior express consent of the customer, such complaint may be sent to the carrier as supporting document of the incidence created on the basis of the non-delivery.

1.3. Return and Exchange Procedure

Returns

In addition to the conditions specifically provided for in the preceding paragraph, the customer should also consider the fact that, if the product to be returned has been purchased as part of a promotional campaign and, therefore, has benefited from a product-offer, both those items should be returned. For that reason, all the products must comply with the conditions of return abovementioned.

As per the products set in packs, it will only be accepted the return of the full packs. If a product that belongs to a pack is to be returned, all the products belonging to the same pack must be returned. All products must comply with the abovementioned conditions of return.

The item (s) should be sent to the following address: **PROZIS – Centro Logístico** Rua do Cais n.º 198, Fontarcada, 4830-345 Póvoa de Lanhoso, Portugal

Incomplete, damaged or scratched products, products without their original packaging and/or label, or products

with evidence of use, will not be accepted. It will not be accepted, as well: the return of product-offers or of products that have been obtained via the conversion of ProzisPoints; the return of products with a shelf-life less than one month; underwear, swimwear, personal care products as well as other articles the use of which implies or comes into direct contact with the skin will not be accepted either. Due to their nature, the return of Prozis Gift Cards will not be accepted either. Thus, PROZIS reserves the right to evaluate the condition of the packaging of the products, deciding whether or not to accept the return of the items if it is found that the respective packaging is not intact.

Due to their nature, the return of Prozis Gift Cards, of Cartões-Presente and/or of frozen products will not be accepted either. The non-acceptance of an order containing frozen products, as well as its non-delivery due to reasons not attributable to Prozis nor to the carrier, will determine the loss of the right to the reimbursement of the price paid for the frozen products and related costs, namely shipping costs and the cost of the packaging.

Remark: the lack of any of the requirements deemed necessary to put back the product in stock for sale, namely the respective instruction manual, in its original condition, shall entail the immediate classification of the product as incomplete and, consequently non-returnable.

Every single product to be returned shall, for that reason, be shipped in accordance to the abovementioned conditions, this meaning that the carrier's label shall be attached to the original transport packaging box or to an alternative box chosen by the customer but which may ensure the proper conditions of the product. If this should be the case, the alternative box will be destroyed as soon as the product is confirmed as intact and complete. If any of the previous conditions are not met, the customer will lose the right to be refunded and will have 10 days to collect the item (s) at the said facilities, at their own expenses. The collection must be made by a carrier appointed by the customer as the collection by natural persons, not even by the customer, is not permitted.

Exchanges

In order to obtain the exchange of the product(s), the customer shall return the item (s), request a refund and make a new purchase. The entire return procedure is properly described in the item Returns in what concerns to the determination of the conditions applicable to the matter of the acceptance of the products to be exchanged.

Warning: PROZIS reserves the right to accept the return of clothing products for future exchange if the customer, at their own expense, makes the respective return to the warehouse identified above and the product is received in accordance to the terms described in the item Returns above set, namely regarding the conservation status. In that case, and if the product is considered suitable for re-entry into stock, a coupon will be issued for the same product to be applied in a future order, being applicable the conditions of use of such coupon provided in the Coupons tab. If the returned product is not in the conditions described above, the customer will be sent a message stating the non-acceptance of the return with an indication of the period of time made available for the collection, in the warehouse, of the product originally sent.

Refund Methods

PROZIS will endeavor to reimburse the customer promptly although having, to that end, a period of 15 days from the receipt, in the warehouse above indicated, of the returned order. If payment has been made by credit card, the refund will be made to the credit card itself and will predictably be reflected on the following bank statement.

Should the payment have been made by one of the remaining payment methods available at the time of the purchase, whenever the refund may not be made by the same original payment method, the customer shall be required to provide the details of the bank account to which the amount to be refunded shall be transferred. However, the customer may choose to be refunded through a discount coupon, regardless of the original payment method. The coupon will be valid for 12 months from its creation date. After that date, no refund will be possible. Remark: Some providers of the payment methods may not allow refunds to be made via the original method once some months have passed. On such cases, customer shall be required to indicate a national bank account to which the refund shall be made. For that purpose, the customer should provide a bank statement on which the IBAN, the SWIFT code, the name of the bank, as well as the holder of such account shall be clearly identified. PROZIS reserves the right to not proceed with such refunds until the customer meets the necessary requirements for the confirmation of the ownership of the account.

Returning Costs

Upon notification for that purpose and the confirmation that an error on the shipped items has occurred or that defective products have been sent to customer, PROZIS will bear the returning costs of the said items via the collection of the same on the delivery address. In order to arrange so and for any required clarification, the Customer Service will contact the customer.

1.4. Product Information Marketing and Order Processing Special Conditions

All the procedures deemed necessary to ensure that every product details, descriptions and prices presented on the site comply with the applicable legal requirements are strictly followed. However, there may be situations where product information, including pricing and promotional campaigns, has not been correctly published. In these cases, PROZIS reserves the right not to fulfill orders containing the respective products. In the event that an order containing such products has been placed, the Customer Support team will contact the customer in order to inform of the impossibility to proceed with the order.

Orders may also not be shipped for other reasons, such as:

- out-of-stock situations;
- failure to obtain payment authorization;
- the order has been found to be fraudulent.

All products, campaigns, promotions and offers are limited to the effective available stock and / or limited units determined for each campaign.

- If the payment method chosen is cash on delivery and the order contains a product for which there is no longer available stock, such product will be withdrawn from the order. After contacting the customer and upon confirmation of the customer's intent, the shipment of the remaining products will be made. In case of one or more products in a pack, after contacting the customer for the purpose of confirming that situation, the pack will be withdrawn in full from the order.

- If the order is paid by Credit Card and contains a product for which there is no longer physical stock, the product out of stock will be removed from the order, and the remaining products will be shipped so as not to delay the delivery process. In case of one or more products in a pack, the pack will be withdrawn in full from the order. Following this, the refund will be processed in the original form of payment, as described above, and the customer will be contacted by the Customer Support team in order to communicate the order change and the confirmation that the request for refund has already been set in motion.

In case the order contains a product for which there is no longer available stock and this product has been exchanged for ProzisPoints, that product will be withdrawn from the order and the remaining products will be shipped so as not to delay the delivery process. As a consequence, the corresponding ProzisPoints will be immediately refunded to the customer's account. The customer will also be informed of the change and of the refund of ProzisPoints.

PROZIS also reserves the right not to allow the conclusion of the purchase process if any situation, - other than those specifically described in this document - is detected as a result of a computer error in the creation of the order, at any of the its stages, and associated with logistical issues. The same prerogative shall take place as a result of the acknowledgement or of the imposition, by any competent authority, of any restriction or restraint on the sale of the products.

The use of discount coupons associated with credit accumulated in previous purchases, promotional campaigns, or even with compensation granted as a consequence of the acceptance of the validity of any claims made by the customer, will only be effective in case of verification of the requirements or conditions disclosed at the date of activation, namely regarding the term, availability of stocks, and compliance with the legal provisions applicable at the time of purchase.

Prozis Gift Card The purchase of Prozis Gift Cards presupposes the acceptance of the conditions of use indicated in the Description tab of the pages of each of these types of articles. In turn, the purchase of Prozis Gift Cards, sold to the public in physical shops and kiosks, presupposes the acceptance of the conditions of use indicated on the respective card, as well as the following terms of use, common to both articles: - These items are valid for twelve (12) months from the date of purchase, regardless of whether or not the respective activation codes are immediately transmitted to the intended recipient. - Given the nature of these items, and as indicated above, they are also not exchangeable or returnable as they have been designed to be used by a third-party beneficiary to whom the purchaser offers them. This third-party beneficiary, if so desired, may use them together with other Prozis Gift Cards or with Cartões-Presentes that may have received, as long as the purchase is completed and paid for within the respective expiration period and usage limit: Prozis Gift Card - unlimited uses; Cartão-Presente Prozis - single

use. - As these items are equivalent to account credit vouchers, no discount or promotional campaign code may be applied to their purchase, as promotional campaigns are, by definition, only applicable to Prozis products and not to items of this nature. Therefore, when purchasing Prozis Gift Cards online, customers can only use previously accumulated account credit.

- The use of these articles, by the respective recipient, shall operate through the application of the codes of each Prozis Gift Card and/or of each Cartão-Presente Prozis to a given purchase. The total amount of such credits shall be deducted from the final amount payable in the same.

Warning: PROZIS may change prices without prior notice.

Additional Information PROZIS may change prices without notice. Payments are always made in euros, even when prices are displayed in other currencies. Some banking entities may charge exchange rates. PROZIS is totally unaware of this fact and takes no responsibility for it.

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Customer should not use the information provided on this page to diagnose or treat any health problem or to prescribe any medication or other treatment. Customer should always consult the doctor or pharmacist and carefully read all information provided by the manufacturer of a particular product, as well as the information on the package leaflet or packaging of any nutritional, vegetable or homeopathic medicine or supplement, before starting any diet or program training or before starting any treatment for any health problem. Each individual is different, and the way a person reacts to a particular product may differ significantly from the way other people may react to the same product.

Except where otherwise noted on the page, PROZIS does not sponsor any specific product or service offered, advertised or sold on or through this page, including, without limitation, any product or service offered, advertised or sold on or through any hyperlink. PROZIS is not responsible for any products or services disclosed by third parties and available on any hyperlink or any claims of quality or performance made by them. Customer is hereby advised that other web pages, including but not limited to hyperlinks or pages linked to it, may contain material or information that some people may find inappropriate or offensive, inaccurate, false, wrong or misleading, defamatory or libelous, that infringes the rights of third parties or is otherwise unlawful. PROZIS expressly states that cannot be held liable for the content, legality, decency or accuracy of any information and any products or services presented on any hyperlink or any page with a hyperlink to it

The statements on the website have not been reviewed by the Food Safety local authority.

1.5. Warranty

As access to goods and services corresponding to those contracted and with the guarantee of correct functioning is one of consumers' fundamental rights, PROZIS will ensure, in cases proving to be legitimate and for a period of 36 months from the date of delivery (except for perishable goods), one of the below stated solutions, without prejudice to the right of rejection that the customer may exercise in case of lack of conformity verified until the 30th day after delivery of the good:

- Repair of the damaged good, ensuring proper functioning and / or the final quality;
- Exchange of the good for an equal good;
- Exchange of the good for a similar good, in regards to its characteristics and purpose, as long as agreed with the client;
- Termination of the contract and consequent refund.

The exercise of the warranty right by the customer will always take place upon submission of the complaint to the Customer Service and the return of the damaged or of the non-compliant product, for which Prozis shall bear the costs.

The Customer Service department will inspect the article in order to confirm the customer's effective entitlement to the warranty call, excluding all proven situations resulting, among others, from:

- Abuse, intentional damage or negligent damage by the customer;
- Normal wear and tear of the product, provided it is not within the expected levels for it as declared by the manufacturer;
- Inability to prove the malfunction or defect indicated by the customer;
- All situations that are detected as attempted fraud.

Upon inspection of the product received, the customer will be informed of the decision regarding their request. If the customer's right to call the warranty is confirmed, PROZIS will repair, replace or refund the item as soon as possible, up to a maximum of 30 days from the notification of the non-conformity of the product. This period shall only begin on the day on which the product is received at PROZIS premises, if the customer is responsible for the fact that the product was not collected on the date proposed by PROZIS.

Refund of any amount paid will be made through the same payment method used on the purchase of the product, unless otherwise agreed by the customer.

These provisions are without prejudice to any rights of the consumer, arising directly from the law in force.

Remark: in order to trigger a warranty claim, the customer must keep the original packaging, and the packing material provided, for a minimum period of two years (or for a period equivalent to the duration of the warranty extension). If Prozis collects the product, the customer must ensure that it is properly packaged, both in terms of sealing and insulation from other contact surfaces and/ or moisture during transport. To do so, the customer must: (i) place the product in the original packaging, ensuring proper wrapping in that packaging; (ii) pack the product with the original packaging in a second package for transport. The Customer Service Department will always be available to provide any clarification and/ or packaging suggestion prior to the shipment or collection of the product(s) in question.

1.6. Suggestions and Complaints

The customer's opinion is very important to PROZIS as it allows the implementation of improvements in the services provided. Thus, if, for any reason, customers are not satisfied with such services or with any of the purchased products, or, even, if they have any suggestions, PROZIS would appreciate any situation being reported, preferably by a message to Customer Service, within the 14th day from the date of delivery of the order, whether it has been made to customer or to a third party acting on their behalf.

If the customer has received a defective or damaged product, or if the product received is different from the one that the customer has actually ordered, video shall be attached to the complaint or, as appropriate, photographs on which the problem detected or the condition of the carton delivery box may be clearly visible.

The customer must also retain, until further notice from the Customer Service department, not only the defective, damaged or non-conforming product but also the respective delivery carton box.

If, at the time of delivery of the order, the external appearance of the carton box is not in perfect condition, customer shall reject the delivery under the penalty of non-acceptance of the complaint.

Remark: In the event, as a result of the positive assessment of a complaint, the customer is sent a product shipping coupon for a future order, that coupon must be triggered within the expiration date stated on the same as indicated in order to prevent a stock-out situation.

A PROZIS is registered, as a trader, in the platform of the portuguese Complaints Book - Livro de Reclamações Online - which is the legally established citizenship tool that allows the submission of written suggestions, complaints or compliments, by consumers, regarding the supply of goods and/or the provision of services by entities with trading activity carried out on national territory. It can be accessed here or through the webpage https://www.livroreclamacoes.pt.

1.7. Alternative Dispute Resolution

In the event of a dispute, consumers may refer to the Alternative Dispute Resolution entities identified at Portal do Consumidor (www.consumidor.pt) or to the Online Consumer Dispute Resolution entities of the website indicates at https://webgate.ec.europa.eu/odr. The currently available Alternative Dispute Resolution entities are:

Centro Nacional de Informação e Arbitragem de Conflitos de Consumo

Centro de Arbitragem de Conflitos de Consumo do Distrito de Coimbra

Centro de Arbitragem de Conflitos de Consumo de Lisboa

Centro de Arbitragem de Conflitos de Consumo da Região Autónoma da Madeira

Centro de Informação e Arbitragem do Porto

Centro de Informação e Arbitragem do Vale do Ave

Centro de Informação e Arbitragem do Vale do Cávado

Centro de Informação, Mediação e Arbitragem do Algarve

1.8. ProzisPoints

What are ProzisPoints? ProzisPoints are points that the customer earns when purchasing any product from PROZIS. Each product has been awarded a certain number of points.

How can I tell how many ProzisPoints can I earn with each product? On the very page of each product, you can see the number of ProzisPoints associated with it. The number of points is on the right side of the presentation image, next to the price of the product.

What are ProzisPoints for? ProzisPoints earned on each purchase will be accumulated in the customer's account for use on future orders, without having to exchange them on the next purchase.

Do ProzisPoints expire? Yes, ProzisPoints are valid for 12 months and this period is calculated from the date the order has been placed.

How to exchange my ProzisPoints for offers? After placing items in the Shopping Cart and proceeding to the "Finalize Order" stage, a page is displayed where the customer is informed of the total ProzisPoints available in their account. On this page (Stage 1 "Offers"), the customer may choose to save their ProzisPoints for the next or previous orders accumulated by the offers presented to them by selecting such option. The customer can select the offers and respective quantities according to the number of ProzisPoints available in their account by clicking on "ADD TO CART". This procedure of exchanging points for offers will always be limited to a maximum of 15000 convertible ProzisPoints per order.

After selecting the desired offers, the customer should click on "NEXT STEP" in the bottom right corner of the page.

How can I confirm that products exchanged for ProzisPoints will be shipped with the rest of my order? When verifying the products in the Shopping Cart in Stage 4 "Confirmation", the offers obtained by the conversion of ProzisPoints will be marked "FREE", and therefore at no cost to the customer. If the selected offers do not appear as expected, the customer is advised to repeat the procedure. At the bottom of the page a box indicating how many ProzisPoints have been used in exchange for offers and how many ProzisPoints are accumulated for subsequent orders shall be displayed. If the customer removes offers from the Shopping Cart before completing the

order, the corresponding ProzisPoints will be refunded.

What is the advantage of accumulating ProzisPoints? The customer may choose to accumulate ProzisPoints until they have the required number of points to redeem for the most desired offer. A future ProzisPoints exchange will always depend on the minimum purchase of one product on the new future order.

How can I earn more ProzisPoints? Customers can earn more ProzisPoints by commenting on the products previously purchased from the online store. For this purpose, the customer should write a brief comment about the product, alluding to its characteristics or quality level and then select the option Send, which will represent its explicit, informed and current consent to the possible publication of the comment. Thus, if the compliance of the comment with the internal guidelines established in this matter is confirmed, the same will be approved and published on the site. The customer will receive 15 ProzisPoints for each approved comment

Where can I see detailed information about my ProzisPoints? You can view your ProzisPoints accumulation and usage history through your PROZIS account. The customer should only, for that purpose, log in using the usual login details, then go to their personal area and view their history registries on the "ProzisPoints" tab. On that page, the customer can check which offers were exchanged by ProzisPoints, how many ProzisPoints have won with each product and its quantities ordered as well as the total amount of ProzisPoints available and currently being processed.

What does having ProzisPoints "in process" mean? The meaning will differ depending on the payment method selected. If you chose to pay the charge, having ProzisPoints "in process" means that the delivery of the order in which the customer earned ProzisPoints has not yet been confirmed by the shipping company. ProzisPoints are available in their customer account as soon as the shipping agent confirms to PROZIS the delivery of the same and as soon as the order status changes to "Sent". If the customer has chosen another payment method, having ProzisPoints "in process" means that the order in which the customer earned ProzisPoints has not yet been shipped and invoiced. ProzisPoints become available in their customer account as soon as the order status changes to "Sent".

The offers that I traded for ProzisPoints were not included in the order. What happened? If the customer deletes one or more products from the Shopping Cart after selecting offers in exchange for ProzisPoints, these offers will also be deleted and the respective ProzisPoints will be refunded. If the selected offers have not been included in the order, the customer should consult their ProzisPoints conversion history and check if the such ProzisPoints have been debited. If such ProzisPoints had not been debited, that should mean that the offers may have not been correctly added to the Shopping Cart and, as a consequence, have not been included in the order.

The ProzisPoints that I earned and exchanged for offers on a particular order are not in the ProzisPoints history. What happened? This can happen for one of the following reasons:

- The order has been cancelled: the ProzisPoints used and accumulated in that order have been cancelled and are therefore no longer in ProzisPoints history.
- The order was returned to PROZIS: The ProzisPoints used and accumulated in that order were cancelled as soon as the order was placed in the warehouse and thus are no longer in ProzisPoints history.
- The customer has returned one or more products purchased from on that order: once the order return has been processed, the ProzisPoints earned for the purchase of those products have been voided and are therefore no longer in ProzisPoints history.
- The customer has received one or more damaged products: after the validation of the complaint by the Customer Service, the ProzisPoints earned on products purchased and / or exchanged for offers have been voided and are therefore no longer in ProzisPoints history.
- The customer did not receive one or more products from the order: after the validation of the complaint by the Customer Service, the ProzisPoints earned on products purchased and / or exchanged for offers have been voided and are therefore no longer in ProzisPoints history.

My ProzisPoints balance is negative. What happened? This can happen for one of the following reasons:

- An order has been returned to PROZIS and the customer has exchanged the ProzisPoints accumulated in that order for offers in a next order: ProzisPoints of an order returned to PROZIS are voided upon receipt of the order at our premises. The ProzisPoints balance is updated as soon as the return process is complete. Therefore, if the customer places a new order and uses the ProzisPoints earned on the returned order, the balance will be negative.
- An order has been fully or partially returned and the customer has used part or all of the ProzisPoints earned from the purchase of that product (s) in the exchange of offer (s) on that same order: ProzisPoints earned on the purchase of a product are voided whenever this item is returned to our premises. Therefore, if the customer exchanges the ProzisPoints earned from this product for offers and subsequently decides to return the product, the ProzisPoints balance becomes negative.

Can I exchange or return products exchanged for ProzisPoints? PROZIS does not accept exchanges or returns for products exchanged by ProzisPoints.

Can I exchange all of my ProzisPoints for offers in a single order? Up to 15000 ProzisPoints obtained on previous purchases can be exchanged for on each order.

II - Privacy and Data Protection Policy

2.1. Introduction

Browsing the PROZIS website and customer registration on the online store requires the acknowledgment and the acceptance of this Privacy and Data Protection Policy.

PROZIS maintains a constant concern for the protection of the privacy of personal data and a preventive action regarding the security of the site and the protection of the data of its customers and visitors.

To reinforce the guarantees of the confidentiality of personal data, new data protection measures were implemented, both in terms of verifying the legitimacy of the use of personal data processed as in terms of ensuring compliance with the rights granted to the data subjects. In this context, and through the specialization of customer support channels, PROZIS aims to promote a clearer and more objective communication of the purposes underlying the processing of personal data and the transparency of processing operations.

Thus, the information contained in this text is intended to convey, clearly and unambiguously, the content of the privacy policy and protection of personal data that will be processed under the terms of the General Data Protection Regulation in force (hereinafter GDPR) and delimited by the content of the business relationship to be established between the data subject and PROZIS.

2.2. Types of personal data collected

In general terms, personal data are collected in three situations directly arising from PROZIS' activity:

2.2.1. User registration: PROZIS client account creation and data processing purposes

For the purpose of creating the customer account, a personal area is provided in which the customer must enter the data necessary for their identification as a customer. The first purchase will depend on the provision of additional personal data, indispensable for order processing and delivery.

Required fields on the forms available for those registration stages are marked with an asterisk (*).

PROZIS is committed to protecting customer data which will never be made available to third parties without the acknowledgment or consent of the data subject, as legally required.

PROZIS has entered into Confidentiality and Data Protection agreements with the companies of the business group to which it belongs, namely with PROZIS GROUP, S.A., tax no. PT509423272; PROZIS.TECH, S.A., tax no. PT504276638, PROZIS.COMMERCIAL, S.A., tax no. PT507107381 and VERYFEX, S.A., tax no. PT509838057, that provide the supporting services of sale and distribution of the online store products, as well as with every single company that render supporting services for the operationalization of the functionalities and applications that customers intend to use.

Besides that, when making a purchase on the site, customers will also be asked for their shipping address and payment details in order to promote maximum effectiveness and to ensure that the delivery times are met. Such data will be transmitted to the abovementioned companies of Prozis Group as well as to the carrier which will guarantee the delivery operation, all those entities being obliged to process such data in strict compliance with the GDPR key principles on the protection of personal data.

When processing a customer's order, it is possible that certain personal data - such as address and zip code - may be disclosed to third parties for the sole purpose of fraud prevention and detection and always following a request from the competent authorities. Such entities are also required to implement protection and security measures of such data.

Warning: For security reasons and for the protection of personal data, we recommend customers to destroy or struck through the label on which the data are printed, immediately after receiving the order, so as to prevent such data from being consulted by third parties after disposal of the packaging at recycling points.

For the effectiveness of the remaining functionalities made available by PROZIS upon customer's request, additional data may be collected. Such data will be subject to processing accordingly to the terms and conditions of use specifically laid down and made available for each functionality.

The data provided will be stored for the strictly necessary period, which usually corresponds to the period of existence of the customer account. For this reason, when the customer triggers the deactivation of their account, the personal data will be permanently deleted, except for the data necessary to comply with legal obligations, namely but without limitation, for billing and accountancy purposes. Such data will be stored in a database specifically created for such purpose and only for the time absolutely necessary. Likewise, on an exclusive database, the data regarding the transactions made by PayPal and Credit Card will be stored, respectively for six and twelve months. Such storage is made for the sole purpose of allowing future reimbursements due to customers during the said periods, from the date of issuance of the respective invoice.

Therefore, once the account has been deactivated, if customer wants to place a new order on the site, the customer must make a new initial registration, subject to the terms and conditions in force at that same date.

Warning: In the event that, after the expiry of the abovementioned time periods, a reimbursement shall take place and the account has already been deactivated, the customer shall contact the Customer Support, providing the new bank details by means of the presentation of an original and official bank statement. Only bank statements on which the customer is identified as the sole or main holder of the new bank account will be accepted.

Completion of customer registration will trigger a registration confirmation for the email address that the customer associates with the customer account and will include a hyperlink to this text.

Any functionality or platform that PROZIS may own and that the customer intends to use shall be conditioned to the acceptance of the respective terms and conditions of use as well as to, whenever specifically provided for, to the respective Privacy and Data Protection Policy. In all matters not covered by the before mentioned texts will be governed by, with the necessary adjustments, by the terms set out on the present document.

In regards to the accuracy of the customer's data and the respective registry, whenever the customer intends to verify the data provided to PROZIS, the customer may do so on their personal area. Customer should keep their account access data secure, as any action or request made through your account will be their responsibility, provided that the customer follows the customer identity validation procedures described below.

Prozis recommends customers not to store their password in their browser, as someone else with access to their computer can access their personal data.

For what purpose is the collected data used?

Customer data are processed in the context of actions such as order processing, customer's notification of any changes to site functionalities, surveys and the evaluation of interactions for statistical purposes.

Further information about the customer experience on the site may be collected for the sole purpose of improving customer service. However, this will only be done upon confirmation of the respective holder's acknowledgment or, where applicable, their express consent. For the purpose of assessing and certifying PROZIS' quality of service and responsiveness, information will be shared with entities specializing in this area, in particular with eKomi Ltd.; Trustpilot and Trustedshop.

Customers may, periodically and by email, receive information about products and services, campaigns, promotions and special offers. If the customer does not wish to be contacted for these purposes, the customer may unsubscribe from the newsletter by opting--out of the Manage Permissions tab in the account data area or by clicking on the hyperlink provided in the newsletter text for that specific purpose.

2.2.2. Customer contact with PROZIS

Whenever the customer, on their own initiative, contacts PROZIS in order to obtain information, regarding the products, purchase procedures, the status of the order or to report any situation related to the site or to any services provided, PROZIS may need to collect additional personal data for various purposes, which will be specifically communicated in this case, but which may generally fall under the circumstances of confirming the customer's identity and the purpose of the contact.

In order to ensure that the contact is actually being established by the data subject, PROZIS has implemented measures to reinforce the identity of the caller, especially in cases where the contact is established by telephone.

Thus, as from 25 May 2018, the operator will only proceed with the call after the clear and objective communication of the purpose, of the conditions of validation of the customer's identity and after the express confirmation, by the customer, of the intention to continue the conversation under such conditions. In this context, the customer may, for example, be asked to indicate one or more products purchased in previous orders, which the operator will do after requesting permission to access the purchase history of the last 6 (six) months. Alternatively, and after describing the identity validation mechanism, the operator may send an alphanumeric validation code to the telephone contact or email address registered in the customer's account which will be required by the operator at the beginning of the conversation.

Once the customer identity has been validated, the operator will ask key questions based on the description of the purpose of the contact in order to frame the situation and to eventually forward it to the adequate customer service operator.

Eventual recording of the call for the purpose of quality of service assessment will depend on the prior and express consent of the customer for this purpose.

For each communication established between the customer and the customer service and as soon as the situation that led to the customer's contact with PROZIS is considered resolved, the customer will be sent a message confirming the update of the complaint or the status of their request. Personal data associated with the initial contact will be retained for a maximum period of 36 months, after which it will be permanently deleted. In certain cases, upon completion of the process, a request for assessment of the service provided, with an optional reply, will be sent. Accordingly, and if the customer expressly consents, the customer's opinion on the level of satisfaction with the service provided will be stored. This specific registry will not imply the storage of any personal data, but only the level of satisfaction but using a proper pseudonymisation procedure.

Prozis may provide a Click-to-Call service through which Customers, by their own initiative and following the authentication on the store, may request a free call from a Prozis Customer Care Operator. For protection and safety reasons, the number from which the Customer will be contacted will be informed in advance, prior to the effective call.

2.2.3. PROZIS contact with the customer

When processing a specific order, there may be a need for PROZIS Customer Service to contact the customer in order to:

i) promote the confirmation or rectification of any of the personal data required to complete the delivery process (e.g. the delivery address). In such cases, contact will be made to the mobile phone number on the customer file. Once the connection has been established, the operator will confirm the caller's identity by following, if necessary, the procedure described on the clause 2.2.2. above.

ii) inform the customer that a message has been sent to his or her mailbox in the customer account as a result of the stockout of one or more items in the order concerned and that, as an alternative to unavailable products, the amount paid back or similar products may be returned, as provided for in the clause 1.4. of the General Conditions of Sale.

iii) request for clarification on the content of any message sent by the customer or regarding conversations already in progress. In either case, such contact will be followed by a written message confirming the content addressed and / or any fact eventually agreed upon.

2.2.4. Cookies and Other Marketing Tools 2.2.4.1. Classification and description of the cookies used by PROZIS

Regarding the type:

Essentials - allow you to navigate the site and use its features. Without these cookies, orders cannot be processed.

Non-Essentials, Functionality or Performance - Collect information on how the user uses the site to improve its functionality. They allow you to check which areas are of greatest interest to the customer by measuring the

effectiveness of promotional campaigns. In this way, PROZIS can understand which products and promotions are best suited to the client's interests and needs, which will be done through: the elaboration of statistics based on the non-individualized behavior of the client and the consequent use of the site; measuring the effectiveness of advertising campaigns; consequent improvements in navigation, etc., for the sole purpose of improving the site's performance and responsiveness. For this reason, performance cookies provided by authorized third parties are also used for the purposes stated herein.

Analyticals - used anonymously for statistical purposes and for the purpose of improving the functioning of the site without any collection of personal information. They allow you to highlight articles that may be of interest to customers or visitors, monitor site performance, determine the most effective method of linking pages, or even why some pages are receiving error messages.

Regarding validity:

Persistent - stored on the client's computer or equipment between browser sessions to maintain settings or preferences and to improve site usage on the next visit. Some of these cookies are provided by authorized third parties, however, with the following purposes: presentation of campaigns and products - considered to be in the customer's interest; retargeting - advertising of PROZIS products on partner or social network websites without storing personal data or user profiles, thus not assuming the transmission of any personal data to third parties because advertising is entirely anonymous.

Session - limited to each user-initiated session, so they expire each time a browser session is ended. They may be aimed at indicating products previously placed in the shopping cart, identifying problems and ensuring a better browsing experience. Some session cookies may also be a guarantee of enhanced security.

Cookies used by PROZIS The cookies remain on the chosen browser merely during the session and may inclusively be deactivated if a period of inactivity of the user shall be detected. Regardless the session length, the user may, at any time, deactivate these cookies by managing the browser settings. In order to verify which cookies are active during each navigation session, the Cookie Declaration made available on the side tab shall be consulted.

2.2.4.2. Enabling and disabling cookies and similar technologies Newsletters and other communications may, for statistical purposes, contain information that enables them to know if they are open and to verify clicks through hyperlinks within them. However, the customer is always allowed to refuse to receive the newsletter or email communication through an option specifically provided for this purpose and mentioned therein.

In addition, in the "Help" menu of the browser used, the customer can manage the use of cookies and other similar technologies. As indicated in the message at the top of this page, access to the PROZIS online store presupposes the use of cookies and their deactivation may affect site navigation.

When intending to and if applicable, the customer may ask for additional information regarding the storage period of the data collected by the cookies provided by PROZIS.

For more information, it is suggested to consult the information provided in each of the browsers or to consult articles with specific information on the subject (e.g. https://www.allaboutcookies.org/)

2.2.4.3. Individualized communications of product and services promotions Depending on the customer's choice between standard experience or custom experience, PROZIS may or may not send emails, in the form of notifications or newsletters, within which general or customer-oriented promotional campaigns are conducted. In both cases, such communications shall be received only upon confirmation that the customer has expressly and unambiguously given his consent and that he has been informed of his right to terminate, at any time, the permissions previously granted to such effect. The customer may at any time check which permissions are granted in connection with the processing of personal data in the "Manage Permissions" tab of the Account Data tab.

The processing of personal data carried out within the scope of individualized communications is made in strict compliance with GDPR, whether carried out by PROZIS' employees or by any other company belonging to PROZIS Group, to whom data may be transmitted for the purpose of performing the services necessary to perform the said promotional campaigns.

2.2.4.4. Redirecting Some hyperlinks on this site redirect the customer to external websites, partners of PROZIS. By clicking on those hyperlinks, the customer will be leaving the PROZIS' website. As no control over these sites is possible, PROZIS cannot be held responsible for any content made available on them. Navigation and use of any platform owned by PROZIS or by any of its partners will mean the acceptance of the conditions of use of the same, accordingly to the specific terms laid down for that purpose.

2.3 - Secure Data Processing, Lawfulness, Fairness and Transparency

PROZIS uses one of the safest online ordering systems and is constantly improving its software so to offer the safest possible data processing to its clients and to assure their trust. A server certificate, also known as a digital certificate, ensures our identity, as well as Secure Sockets Layer (SSL) encryption of transmitted data.

All the personal data of PROZIS' customers are subject to a lawful, fair and transparent processing. For that reason, the data subject may always contact PROZIS for any clarification regarding the processing of their data, as stated on the clause 2.5.1. below.

2.4. Access and Purpose Limitation

PROZIS undertakes to use the personal data of its customers and visitors for the purposes strictly necessary for the pursuit of its activity, with the limitations arising from the scope of the same or the extent of the consent expressly granted by its holder. This also means that the data will not be transmitted to any third party without their knowledge and / or authorization where PROZIS is so legally bound to. In this sense, PROZIS also ensures the access to such data by its employees to the extent deemed absolutely necessary to carry out the action in question. Those employees are identified and tracked according to the functions and tasks assigned to them and within the framework of the contractual relationship set between them.

All data processed by PROZIS, whether directly indicated by the data subject or collected by PROZIS for the sole purpose of executing the contract set between them or for the execution of any functionality requested or accessed by the customer will be definitely erased as soon as the purpose which has determined the processing fails to exist. For that reason, the storage of personal data shall observe the principles of data minimisation, purpose limitation and storage limitation since only the strictly needed data for the compliance with the legal and contractual obligation will be collected, which will be stored in a specific proper database for the period strictly necessary to such purposes.

2.5 - Data Subject Rights

2.5.1. Right to information and access to personal data

The customer may at any time request information about the stored personal data, whether concerning the category of personal data, the source and recipient (s) thereof, the length of the storage period and the underlying purposes, or concerning the identification of the data controller, the data protection officer and their contacts.

In the event of a manifestly unfounded or excessive exercise of the right to be informed, PROZIS may charge a fee of 100,00 Eur. / hour (one hundred Euros per hour). This amount should be settled within five business days of receipt of payment instructions. The instructions shall be sent in writing to the email address provided by the data subject and / or via SMS to the mobile contact registered in their account or indicated as response to such request.

2.5.2. Right to rectification and Right to Erasure of personal data In order to exercise their right to rectification of their personal data, customer shall send the request, identifying the data to be modified and the up-to-date information, via email sent to dpo@prozis.com or by registered letter sent to data controller: PROZIS.COM, S.A., Zona Franca Industrial, Plataforma 28, Pavilh√£o K, Modelo 6, Cani√ßal, 9200-047 Machico, Portugal. The same procedure should be followed if the customer wishes to exercise their right to erasure of personal data. In either case, the customer will receive confirmation, via the same channel used, that their request has been answered as requested.

2.5.3. Right to Restriction of processing, to Object and to Withdraw prior consent In reinforcement of the principle of transparency in the processing of personal data and customer communications, PROZIS allows the customer to, at any time, modify the data processing permissions granted for each of the stated purposes. Through the opt-in and opt-out features made available for the activation and deactivation of the granted permissions, in the tab "Manage Permissions" of the customer's personal account, the customer can modify or revoke the previous consents, namely those given for the purpose of receiving advertising campaigns, newsletters and other individualized communications including profiling, designed for the PROZIS-customer relationship or for the optimization of the custom navigation experience as well as for the data processing by the remaining Group companies or by third parties which are PROZIS' partners for the execution of any of the functionalities that may be made available at the customer's request.

2.6 Subsidiary application

This text shall govern all the matters regarding the privacy and the data processing done within the framework of

the use of the apps and further functionalities, whether accessible through a hyperlink made available by PROZIS on the website, or on any other platform owned by PROZIS. For that reason, it shall be applicable on a subsidiary basis to all the situations which may not be specifically regulated.

2.7 Privacy Policy changes and contacts

2.7.1. Any changes made to this Privacy and Data Protection Policy will be posted on the PROZIS website and all versions prior to this will be made available upon express request of the customer.

2.7.2. Within the meaning of the GDPR, PROZIS.COM, S.A., tax no.PT506806693, headquartered at Zona Franca Industrial, Plataforma 28, Pavilhão K, Modelo 6, Caniçal, 9200-047 Machico, Portugal is the Controller of the personal data.

2.7.3. Irregularities, non-compliance and any security restrictions on the processing of personal data should be immediately reported to the **Data Protection Officer** of PROZIS by email: dpo@prozis.com.